



REGULAR COUNCIL MEETING MONDAY, NOVEMBER 24, 2014
5:30 P.M.

	1	2
1.0 CALL TO ORDER		
2.0 PLEDGE OF ALLEGIANCE <i>Mayor Laurie L. Barra</i>		
3.0 ROLL CALL <i>Clerk to Call the Roll</i>		
4.0 APPROVAL OF AGENDA <i>ACTION: Motion to approve the meeting agenda.</i> <i>VOTE REQUIRED</i>		
5.0 APPROVAL OF MINUTES <i>ACTION: Motion to approve minutes of the Regular Council Meeting November 10, 2014.</i> <i>VOTE REQUIRED</i>		
6.0 PUBLIC INPUT ON THE AGENDA ITEMS, PUBLIC COMMENTS AND QUESTIONS <i>Speakers to state name. Speakers may address the Council on any topic.</i>		
7.0 CONSENT AGENDA		
7.1 Receive and File Monthly Reports: Traffic Safety Committee Minutes dated November 7, 2014; Tazewell County Animal Control October Report; and Building, Inspections, Zoning October Report.		
7.2 Receive and File Sewerage Fund Financial Statements and Tax Increment Financing – Central Business District Fund Financial Statements April 30, 2014 Prepared by Willock Warning & Co. P.C.		
7.3 Receive and File Pekin Planning Commission Minutes dated November 12, 2014		
7.4 Receive and File Zoning Board of Appeals Minutes dated November 12, 2014		
8.0 COMMUNICATIONS, PETITIONS, REPORTS		
9.0 NEW BUSINESS		
9.1 Ordinance No. 2711-14/15 – Amending Title 3, Chapter 11 of the Code of the City of Pekin 1995 Regarding Secondhand Dealers DESCRIPTION: Redefines the provisions for licensing secondhand dealers and adds recycling kiosks. ACTION: Motion to adopt the ordinance. VOTE REQUIRED	GN	2

9.2 Ordinance No 2712-14/15 – Authorizing the Sale of Real Property DESCRIPTION: Sale to Johnson Mechanical Service Inc. 1818 Riverway Drive of 1.51 acre tract of real estate for the sum of \$15,100.00 in RWBP. ACTION: Motion to adopt the ordinance. VOTE REQUIRED	DG	1
9.3 Agreement with Midwest Engineering Associates for Allentown Road Improvements DESCRIPTION: Services for the design which covers both Phase I environmental and Phase II final design to ensure Federal requirements are met to improve the dangerous curve. ACTION: Motion to approve the agreement in the amount of \$36,082.67. VOTE REQUIRED	MG	3
9.4 Resolution No. 109-14/15 – IDOT Improvements by Municipality Under the Illinois Highway Code Section 14-00190-00-SP DESCRIPTION: Appropriating Motor Fuel Tax Funds (MFT) in the amount of \$54,000.00 for 10% local match which includes design engineering and construction. ACTION: Motion to adopt the resolution. VOTE REQUIRED	MG	3
9.5 Agreement Maurer-Stutz for Maintenance Engineering for Veterans Drive Overlay Project. DESCRIPTION: Overlay project includes engineering and construction from Court Street back to Menards. ACTION: Motion to approve the agreement in the amount of \$9,481.93. VOTE REQUIRED	MG	3
9.6 Resolution No. 110-14/15 – Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code Section No. 15-00000-01-GM DESCRIPTION: Appropriating Motor Fuel Tax Funds (MFT) in the amount of \$200,000 for the total costs of the project design, engineering, and construction. ACTION: Motion to adopt the resolution. VOTE REQUIRED	MG	3
9.7 Intergovernmental Agreement for Animal Control DESCRIPTION: A service with the County that has the facilities and manpower to provide the service of responding to the City Code for stray domestic animals. The cost remains the same as the previous year. ACTION: Motion to approve the Agreement with Tazewell County Animal Control Services for the coming year (2014) in the amount of \$45,046.00. VOTE REQUIRED	DG	5

9.8 Garbage Fee Discussion DISCUSSION ONLY NO VOTE REQUIRED	DG	5
10.0 ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL 10.1 Staff 10.2 Council 10.3 Press		
11.0 EXECUTIVE SESSION 65 ILCS 120/2 (c) 6. Sale of Municipally Owned Property.		
12.0 ADJOURN No Vote Required		

Column 1 Key:

DG Darin Girdler City Manager
BD Burt Dancey Attorney

MG Michael Guerra City Engineer
GN Greg Nelson Police Chief

Column 2 Key:

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



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10.0 ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL 10.1 Staff 10.2 Council 10.3 Press		
11.0 EXECUTIVE SESSION 65 ILCS 120/2 (c) 6. Sale of Municipally Owned Property; 11. Litigation; and 1. Personnel		
12.0 ADJOURN No Vote Required		

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BD Burt Dancey Attorney

MG Michael Guerra City Engineer
GN Greg Nelson Police Chief

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**PROCEEDINGS OF THE REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF CITY HALL
111 SOUTH CAPITOL STREET
ON MONDAY, NOVEMBER 10, 2014 AT 5:30 O'CLOCK P.M.
LAURIE L. BARRA * MAYOR * PRESIDING**

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

ABSENT: NONE

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

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

AGENDA

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

MINUTES

Motion by Council Member Gillespie, seconded by Council Member Abel that the **minutes of the Regular City Council Meeting of October 27, 2014 be approved as written**.

PUBLIC INPUT

Larry Wolfer disputed the Pekin Times article regarding all outfalls violations occurring in May, when he had in his possession a reported violation date April 27, 2014 for the Sewer Treatment Plant. He read from the City of Pekin 2006-2011 Conceptual Plan Values – Fiscal Responsibility. Mr. Wolfer questioned where proper use of public resources was being followed when hidden in the Journal Star publication of the Account's Payable were contractor disbursements without the bidding process being used.

Ann Witzig voiced displeasure with the City for not responding to 6 complaints of what she felt was an illegally parked van.

Bob Bramham asked the Council who was the owner of a truck that was identified as "Ron's Seamless Cutters." Mayor Barra told Mr. Bramham that she would find out and answer his question the following day. In reference to Council Member Golden being asked to add his request for an agenda item regarding garbage fee at the end of the meeting not the beginning, Mr. Bramham questioned who's rules the Council meetings are run by, the Mayor's or Parliamentary Procedures. Mr. Bramham next stated he was not proud of the Council for sneaking money from one CDBG fund to another or that the garbage fee was created in response to a \$1.2 million shortage in the budget.

CONSENT AGENDA

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

7.1 Receive and File Monthly Reports: Building Department September Reports; Liquor Commission Minutes dated October 23, 2014.
7.2 Proclamation: "Small Business Saturday" November 29, 2014
7.3 Receive and File: Tazewell County Health Department Recycling Grant
7.4 Receive and File: Zoning Board of Appeal Minutes dated October 8, 2014
7.5 Receive and File: Pekin Planning Commission Minutes dated October 8, 2014
7.6 Receive and File: Pekin Planning Commission Recommendations and Hearings: a.) Hearing # 08-1883 – Recommendation to approve the Site Plan with the stipulation that fence screening be in place, dumpster screening be installed; appropriate lighting provides shielding for the residents surrounding the lot; parking lot receives proper maintenance; and exterior of the building be aesthetic with brick décor at least covering half of the building for Used Car Sales

- located at 1215 Court Street.
- b.) Hearing # 08-1884 – Recommendation to approve the Special Use with the stipulation that all detail work on vehicles for sale be done inside of the building and the property be used for used vehicle sales only for Used Car Sales located at 1215 Court Street.

On roll call vote all present voted Aye.

NEW BUSINESS

Motion by Council Member Orrick, seconded by Council Member Hendricks that **AMENDMENT #1 TO THE 2010-2014 CONSOLIDATED PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT be approved.** Community Development Director Pamela Anderson presented both amendments to the CDBG Plans. She advised the Council as per HUD's 2013 Annual Community Assessment letter, the City was directed to amend the 5-year Consolidated Plan to incorporate program changes. She reviewed with the Council highlights of the revised plan goals: Code Enforcement program determined to be ineligible; end participation to the Housing Development Authority for housing rehabilitation SFOOR dollars; terminate public service dollars dispersed through United Way and allocate directly to not-for-profit agencies; discontinue seal coating program; carry over ADA Sidewalk program dollars; discontinuation of property inspections for compliance. Discussion of the Council Members followed regarding direct allocation of agencies. Since the BOCA Code is not used, it was suggested by Council Member Golden to strike the notation from the information provided in the Consolidated Plan description of goals for inspection of residential property compliance. On roll call vote all present voted Aye.

Motion by Council Member Abel, seconded by Council Member Gillespie that **AMENDMENT #2 TO THE 2014 ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT be approved.** Ms. Anderson explained the second amendment to the current Action Plan. Any substantial change to the allocation of CDBG dollars required an amendment. Proposed changes included ADA Sidewalks, Rehabilitation, Rehab Program Delivery, Administration, and Human Rights Committee. Council Member Golden questioned the expended dollars related to the 1995 ADA Plan to bring all intersections on State Routes into compliance. In regards to Mr. Bramham's earlier comment the Council was told that the amendment did not switch money to other City funds. The changes to different programs are all within allowable HUD requirements and with no total dollar changes. On roll call vote all present voted Aye.

Motion by Council Member Hendricks, seconded by Council Member Abel that the **SPECIAL USE FOR USED CAR SALES located at 1215 Court Street** with the stipulation that all detail work on vehicles for sale be done inside of the building and the property be used for vehicle sales only, be approved. Code Enforcement Officer Ron Sieh presented the Pekin Planning Commission's recommendation to approve the special use for Advanced Auto. Council was advised a special use was required if autos are on a lot and not in a showroom. No occupancy permit would be granted if all the contingencies were not met. On roll call vote all present voted Aye.

Motion by Council Member McCabe, seconded by Council Member Orrick that the **SITE PLAN FOR USED CAR SALES located at 1215 Court Street** with the stipulation that fence screening be in place; dumpster screening be installed; appropriate lighting provides shielding from residents surrounding the lot; parking lot receive proper maintenance; and exterior of building be aesthetic with brick décor at least covering half of the building, be approved. Mr. Sieh also presented the PPC recommendation for approval of the site plan with conditions once the existing building was replaced by Advanced Auto. On roll call vote all present voted Aye.

ORDINANCE NO. 2710-14/15
AUTHORIZING THE EXECUTION OF THE IMLRMA
MINIMUM/MAXIMUM CONTRIBUTION AGREEMENT

Motion by Council Member Golden, seconded by Council Member Orrick that Ordinance No. 2710-14/15 be adopted. City Manager Darin Girdler advised the Council of the annual agreement for work comp, liability and property insurance coverage. Rates were based on claim history of a pool of municipalities rather than individual claims. He said the option allowed the City to pay a lower premium as long as costs stayed below the minimum amount. On roll call vote all present voted Aye.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Deputy Chief Baxter announced that the police department would participate in a “no shave” cancer fund-raiser through the month of November.

Council Member McCabe indicated he would remove from his City email correspondence his signature that included “Mayoral Candidate 2015” if it gave an appearance of impropriety.

Council Members asked that the community take time to observe the real meaning of Veterans Day and that the not only recognize November 11th but thank Veterans everyday. Mayor Barra announced a downtown observance at 11:00 a.m. on Tuesday. There would be no garbage pickup on the holiday.

Council Member Abel requested that the remaining railing missing over 14th Street be replaced as Veterans Drive is completed.

Council Member Orrick asked that the list of recyclable item be placed on Channel 22.

Council Member Gillespie questioned and was told that Court Street at Stadium Drive would be reduced to one lane for the Water Company to complete work for a new pump station at that location.

Council Member Golden questioned why the Treasurers Report was placed in the Journal Star newspaper and not the Pekin Times. City Clerk Sue McMillan reported that the statutes require the filing of the certified publication of the report be filed both in Peoria and Tazewell Counties no later than October 31 each year. Due to lateness of obtaining the final figures for the report and the minimum submission days in advance required by the Times, it was necessary to send the Journal Star over night. He requested the City Manager provide a weekly activity report.

Council Member Golden made a motion to amend the garbage fee not to include those not using the collection. The request would be placed on the next Council agenda for discussion.

EXECUTIVE SESSION

Motion by Council Member Golden, seconded by Council Member Hendricks, that the Council move to Executive Session at 6:30 p.m. to discuss 65 ILCS 120/2 (c) (6.) Sale of Municipally Owned Property. On roll call vote, all present voted Aye.

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

COUNCIL ADJOURNED AT 6:40 P.M.

Sue E. McMillan
City Clerk

**CITY OF PEKIN TRAFFIC SAFETY COMMITTEE MINUTES
NOVEMBER 7, 2014 @ 8:30 a.m.
CITY HALL CONFERENCE ROOM**

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

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

Motion by Kurt Nelson to approve the agenda, seconded by Will Taylor. All in favor.

Motion by Ron Mayeur to approve the October 3, 2014 meeting minutes, seconded by Mike Guerra. All in favor.

Old Business:

None

New Business:

1. Intersection of Kennedy Dr. & N. 11th St.

Tom Janky, 1016 Kennedy, (309-267-1088) attended the meeting. He had attended the last meeting and had asked for consideration of speed bumps on Kennedy at N. 11th St. He is concerned with the traffic turning left onto N. 11th St. from Kennedy. The police department has monitored this location for violations. The SpeedSpy traffic monitoring device was also placed in that location October 15-22, 2014. At this meeting Mr. Janky requested a stop sign on Kennedy at N. 11th. It was noted that this location does not meet the criteria for a stop sign; traffic volume, number of crashes, line of sight, and is considered a through street. Use of speed tables (wider than speed bumps) was also discussed. Mike will research the pros and cons of the use of speed tables in residential locations as a basis for future decisions. After discussion of this item, Ron made a motion to leave this area as is. Mike seconded. All in favor.

2. Stop Sign Request – 17th St. @ Caroline

The committee had received a request from a citizen asking for a stop sign in this location. It was noted that this is an open intersection in a residential area. It was also noted that there are no sidewalks in this area. A review of crash history indicated that there have been two crashes in that location over the past nine years. After discussion of this request, Kurt made a motion to bring this item back as an agenda item for the next meeting after traffic counters have been put in this location. Ron seconded. All in favor.

3. "No Parking" Signs – Peoria St.

Those who have received parking tickets in this location have requested an additional "no parking" sign in front of the first one that is there. It was noted that there are already six "no parking" signs posted in this area. After discussion of this request, Will made a motion to install an extra "no parking" sign in this location halfway between Derby Street and the first sign. Kurt seconded. All in favor.

4. Blind Driveway – 1325 Velde Dr.

The committee received a request from the citizen at this address regarding the vehicles parked at the neighbor's house making it difficult for them to see when exiting their driveway. She also mentioned speeding. It was noted that the trailer that had been parked in the street has been ticketed and moved and that it is legal for the neighbor to park vehicles in their own driveway.

Regarding speeding, Velde Dr. is regularly worked by the police department. In light of this discussion, Will made a motion to leave this area as is. Ron seconded. All in favor.

Around the Table

Mike stated that the initial reports from the Court Street study will be available in December.

Mike distributed information and a price quote for flashing beacon lighting that could be placed on the crosswalk signs on Broadway at 20th Street. It was stated in the information that this lighting increases vehicles yielding in locations where this lighting is used by 85%. The price quote is \$6,000 for four of these lights. They are solar powered high intensity wig wag lights that are push button activated. Mike will check into the possibility of receiving HUD funding or funding from Pekin Park District to help fund this lighting at the Broadway location. This will be a topic of discussion on the December agenda.

Regarding the handicapped parking space on S. Capitol St. that was recently approved by City Council, Jim reported that there was a concern from the resident of the house where the sign is being posted. There is room for two vehicles to be parked in front of the house. The handicapped parking space will be posted for the space that is at the south end of the property.

Ron asked if there has been enforcement of the parking issue on Center Street. It is being enforced.

Bob Shaw reported that the flashing light on Derby St. at 7th St. is working out. Ron agreed.

Respectfully Submitted,
Lee Ann Wrhel

NEXT REGULAR MEETING DECEMBER 5, 2014 @ 8:30 A.M.



Traffic Safety Committee

November 12, 2014

Gary & Virginia Koch
1325 Velde Drive
Pekin, Illinois 61554

Dear Mr. & Mrs. Koch:

This letter is to inform you of action taken by the Traffic Safety Committee regarding your concern with vehicles next door to you and speeding on Velde Drive.

The trailer that was parked on the street has been ticketed and moved. The vehicles in the driveway are legally parked there. Speeding on Velde Drive is regularly monitored by the police department.

Thank you for your input.

Sincerely,

Jim Kaminski
Deputy Chief, on behalf of:
Greg Nelson
Chief of Police
Chairman, Traffic Safety Committee

Traffic Safety Committee Members:

Ron Mayeur, Citizen
Mike Guerra, City Engineer
Kurt Nelson, Fire Chief

Bob Shaw, Street Dept. Superintendent
Will Taylor, Police Officer
Darin Girdler, City Manager

Officer Nelson &
Traffic Safety
Committee.

I would like to thank
you for your help in getting
the stop signs installed
@ S. 10th & Oxford. We had
a "sketchy" start with people
Meaning the stops, but now
it seems much better.

It has made a tremendous
difference in our street.

Thank you again
Carol Marks



Letter: Traffic Safety Committee
111 W. Capital Ave
Pekin, IL 61554



Value: 0.10
1006 S. 10th St.
Pekin, IL 61554

10 NOV 2014 PM 2 L

PEORIA IL 616

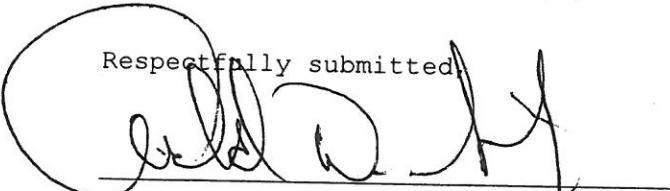


BUILDING DEPARTMENT REPORTS
INSPECTIONS & ZONING
October '2014

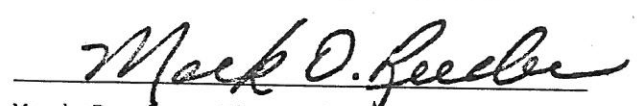
	PERMITS	VALUE	FEEs
BUILDING DEPT	63	\$ 821,290.00	\$ 4,718.25
ELECTRIC DEPT	27	\$ 12,354.00	\$ 1,130.00
HVAC DEPT	28	\$ 49,791.00	\$ 1,020.00
PLUMBING DEPT	26	\$.00	\$ 566.00
STORM SEWER PERMITS	0		\$.00
STORM WATER PERMITS	3		\$ 60.00
SEWER PERMITS	9		\$ 585.00
SEWER TAP RES	3		\$ 4,800.00
SEWER TAP COMM	1		\$ 1,000.00
DEPARTMENT TOTAL	160	\$ 883,435.00	\$ 13,879.25

TOTAL CODE ENFORCEMENT COMPLAINTS - 129

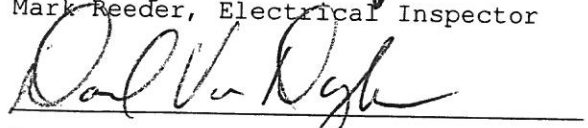
Respectfully submitted,



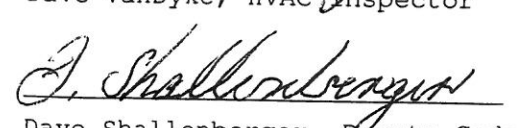
Ronald Sieh, Building Inspector



Mark Reeder, Electrical Inspector



Dave VanDyke, HVAC Inspector



Dave Shallenberger, Deputy Code Enforcement Officer

BUILDING REPORT 2014

BUILDING REPORT 2014																
MONTH	DWELLINGS 1	GARAGES 2	MULTIFAMILY 3	COMMERCIAL 4	COMMERCIAL		RESIDENTIAL REMODELING 6	MISC. 7	RESIDENTIAL DEMOLITIONS 8	COMMERCIAL DEMOLITIONS 9	BUILDING DOLLARS	BIDG PERMITS				
					REMODELING 5											
JANUARY	2.00					9.00	\$2,482,503	17.00	\$448,504	2.00	\$950	\$0	\$3,326,231	34.00		
FEBRUARY	1.00					4.00	\$33,970	5.00	\$23,200	1.00	\$2,500	\$0	\$227,025	11.00		
MARCH	1.00					6.00	\$64,274	10.00	\$309,920	4.00	\$3,882	\$0	\$553,336	25.00		
APRIL	5.00				1.00	7.00	\$462,050	23.00	\$294,260	31.00	\$73,602	2.00	\$0	\$1,543,075	75.00	
MAY	3.00					9.00	\$81,683	33.00	\$986,604	44.00	\$76,036	\$0	\$1,770,532	93.00		
JUNE	2.00					7.00	\$6,418,015	15.00	\$70,011	36.00	\$69,335	4.00	\$0	\$6,937,383	69.00	
TOTAL 6 MO.	14.00					42.00	\$4,049,316	103.00	\$2,135,288	166.00	\$184,478	11.00	\$0	\$14,159,577	295.00	
JULY	4.00					3.00	\$277,360	20.00	\$112,354	39.00	\$70,365	2.00	\$0	\$1,176,168	71.00	
AUGUST	3.00				4.00	5.00	\$56,650	17.00	\$338,093	26.00	\$35,139	6.00	\$0	\$1,425,575	65.00	
SEPTEMBER	4.00					9.00	\$366,500	22.00	\$234,416	27.00	\$94,978	2.00	\$0	\$1,578,844	69.00	
OCTOBER	1.00					10.00	\$434,993	14.00	\$124,853	33.00	\$59,335	\$0	\$821,290	63.00		
NOVEMBER													\$0	0.00		
DECEMBER													\$0	0.00		
TOTAL 6 MO.	12.00					37.00	\$1,135,403	71.00	\$809,716	125.00	\$309,419	10.00	\$0	\$5,001,877	268.00	
YEAR	26						\$3,804,208	25.00	\$254,359	0.00	\$0	5.00	\$647,200	69.00	\$19,152,455	564.00

Tazewell County Animal Control

City: City of Pekin

Date:

Billing for Month of:

October 2014

\$3,753.83

Tazewell Animal Control

Po Box 158

Tremont, IL 61568

City of Pekin

111 S. Capitol Room 242

Pekin, IL 61554

Animal Counts Brought in by Wardens between October 1, 2014 and October 31, 2014

City	Warden	Origin	PickUp Site	PickUp Dat	Species	Breed	Disposition	Days	Log #
Pekin									
LOHNES	City		1108 S 9TH	10/6/2014	Cat	DMH	R	1	141521
LOHNES	City		501 MAYWOOD	10/9/2014	Dog	HUSKY	R	0	141539
LOHNES	City		1704 N 14TH	10/9/2014	Cat	DSH	D	3	141540
LOHNES	City		1209 DELL	10/16/2014	Cat	DSH			141571
LOHNES	City		100 taps ln.	10/16/2014	Cat	dsh	E	8	141575
LOHNES	City		900 KENNEDY DR	10/8/2014	Cat	DSH	E	14	141536
LOHNES	City		2200 SHERIDAN RD	10/1/2014	Cat	DSH	E	7	141493
LOHNES	City		335 PRINCE	10/8/2014	Cat	DSH	E	9	141529
LOHNES	City		2012 MARKET	10/22/2014	Cat	DSH	REL	5	141598
LOHNES	City		2012 MARKET	10/22/2014	Cat	DSH	REL	5	141599
LOHNES	City		2412 court	10/17/2014	Dog	SIB HUSKY MIX	R	3	141583
LOHNES	City		1503 3RD	10/3/2014	Cat	DSH	E	7	141507
LOHNES	City		1326 S 14TH	10/3/2014	Dog	SHEP MIX	R	0	141513
LOHNES	City		1503 3RD	10/3/2014	Cat	DSH	E	7	141512
LOHNES	City		1503 3RD	10/3/2014	Cat	DSH	E	7	141511
LOHNES	City		1503 3RD	10/6/2014	Cat	DSH	E	4	141510
LOHNES	City		1503 3RD	10/3/2014	Cat	DSH	E	7	141509
LOHNES	City		906 PARK AVE	10/8/2014	Cat	DSH	E	14	141537
LOHNES	City		1503 3RD	10/3/2014	Cat	DSH	E	7	141508
LOHNES	City		COURT ST	10/3/2014	Dog	POM	R	1	141515
LOHNES	City		1503 3RD	10/3/2014	Cat	DSH	E	7	141506
LOHNES	City		1603 MATILDA	10/2/2014	Cat	DLH	E	13	141505
LOHNES	City		1000 S CAPITOL	10/2/2014	Cat	DSH	E	6	141496
LOHNES	City		100 TAPS lane	10/7/2014	Dog	SHEPHERD	A	14	141522
LOHNES	City		1209 DELL	10/7/2014	Cat	DSH	E	8	141523
LOHNES	City		1412 TENNELL	10/2/2014	Cat	DSH	E	13	141495
LOHNES	City		2012 MARKET	10/22/2014	Cat	DSH	REL	5	141600
HARMS	City		1804 VALLE VISTA	10/15/2014	Dog	GERM SHEP	R	0	141568
HARMS	City		206 WASHINGTON	10/29/2014	Dog	PIT			141642
HARMS	City		2001 EL CAMINO	10/27/2014	Dog	PIT	R	1	141628
HARMS	City		2005 EL CAMINO	10/2/2014	Dog	PIT BULL	R	141497	
HARMS	City		830 BRENKMAN	10/2/2014	Cat	DSH	E	6	141498
LOHNES	City		2012 MARKET	10/22/2014	Cat	DSH	REL	5	141601
HARMS	City		1110 SHIRE	10/15/2014	Dog	GERM SHEP	R	2	141565
HARMS	City		1804 VALLE VISTA	10/15/2014	Dog	GERM SHEP	R	0	141567
LOHNES	City		4 TH & ILLINOIS	10/31/2014	Dog	ENGLISH BULLDO			141652
HARMS	City		1110 N 16TH	10/16/2014	Cat	DSH	E	0	141574
HARMS	City		1017 S 13TH	10/27/2014	Cat	DSH	R	2	141631
HARMS	City		PEKIN BOAT CLUB	10/27/2014	Cat	DSH			141630
HARMS	City		1420 N 16TH	10/23/2014	Dog	PIT			141608
HARMS	City		1204 BLACK	10/23/2014	Dog	SHEP MIX	R	1	141609
HARMS	City		906 ILLINOIS	10/24/2014	Dog	PIT			141615
LOHNES	City		806 DERBY	10/24/2014	Dog	BOXER MIX	R	3	141624
LOHNES	City		2207 SUNSET	10/28/2014	Dog	WEIMARMIER	R	1	141639
LOHNES	City		335 PRINCE	10/24/2014	Cat	DSH	E	5	141620
LOHNES	City		806 DERBY	10/24/2014	Dog	PIT	R	3	141623
LOHNES	City		1209 DELL	10/31/2014	Cat	DSH			141654
LOHNES	City		909 WASHINGTON	10/25/2014	Other	BAT	E	1	141625
HARMS	City		830 BRENKMAN	10/1/2014	Cat	DSH	E	7	141494
HARMS	City		206 WASHINGTON	10/29/2014	Cat	DSH			141643
LOHNES	City		1408 N 4TH	10/31/2014	Cat	DSH			141651
LOHNES	City		100 TAPS LANE	10/28/2014	Cat	DSH			141640
LOHNES	City		14TH & CENTER	10/28/2014	Dog	PIT MIX	R	3	141641
LOHNES	City		1905 willow	10/29/2014	Cat	dsh			141647

LOHNES City 1307 N 5TH
LOHNES City 100 TAPS LANE
HARMS City 206 WASHINGTON

10/30/2014	Dog	ROTT MIX	E	1	141649
10/30/2014	Dog	PIT MIX			141650
10/29/2014	Cat	DSH			141644

Total Dogs picked up in Pekin: 21

Total Cats picked up in Pekin: 35

Total Others picked up in Pekin: 1

56
57

Animal Counts Brought in by Individuals between October 1, 2014 and October 31, 2014

City	In By	Origin	PickUp Site	PickUp Dat	Species	Breed	Disposition	Days	Log #
Pekin									
	Owner R	City	1907 WINDSOR ST	10/27/2014	Cat	DSH	E	0	141626
	Owner R	City	1965 MAYFLOWER DR	10/23/2014	Dog	POODLE MIX	E	1	141610
	Owner R	City	1614 FLORENCE AVE	10/22/2014	Cat	DSH	A	5	141606
	Owner R	City	607 MAYWOOD AVE	10/15/2014	Cat	DSH	E	7	141566
	Owner R	City	1401 HILLVIEW DR	10/7/2014	Dog	DACH MIX			141526
	Individua	City	317 WILLOW	10/23/2014	Cat	DLH			141607
	Individua	City	1222 S.3RD	10/21/2014	Cat	DSH	E	10	141596
	Individua	County	13860 1ST	10/17/2014	Cat	DSH	E	10	141580
	Individua	City	1103 N CAPITOL ST	10/15/2014	Cat	DSH	E	12	141564
	Individua	City	327 CATHERINE	10/9/2014	Cat	DSH	E	11	141538
	Individua	City	N 4TH	10/1/2014	Dog	LAB MIX	E	9	141492

Total Dogs picked up in Pekin: 3

Total Cats picked up in Pekin: 8

Total Others picked up in Pekin: 0

CITY OF PEKIN, ILLINOIS

SEWERAGE FUND

FINANCIAL STATEMENTS

APRIL 30, 2014

CITY OF PEKIN, ILLINOIS
SEWERAGE FUND FINANCIAL STATEMENTS

APRIL 30, 2014

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Statement of Cash Flows	5
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INDEPENDENT AUDITOR'S REPORT

The Honorable Mayor and City Council
City of Pekin, Illinois

Report on the Financial Statements

We have audited the accompanying financial statements of the Sewerage Fund of the City of Pekin, Illinois as of and for the year ended April 30, 2014, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Sewerage Fund of the City of Pekin, Illinois as of April 30, 2014 and the changes in financial position and cash flows thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 1, the financial statements present only the Sewerage Fund of the City of Pekin, Illinois and do not purport and do not, present fairly the financial position of the City of Pekin, Illinois as of April 30, 2014, and the changes in its financial position and cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Willock Warning & Co, PC

Willock Warning & Co., PC
Pekin, Illinois
October 30, 2014

CITY OF PEKIN, ILLINOIS
SEWERAGE FUND
STATEMENT OF NET POSITION
APRIL 30, 2014

ASSETS

Current assets:

Cash and cash equivalents	\$ 1,822,637
Accounts receivable	574,763
Total current assets	<u>2,397,400</u>

Capital assets:

Land	73,000
Sewer plants and equipment, net of accumulated depreciation	15,998,707
Construction in progress	34,035,539
Capitalized loan costs, net of accumulated amortization	<u>277,848</u>
Total capital assets	<u>50,385,094</u>
Total assets	<u>52,782,494</u>

LIABILITIES

Current liabilities:

Accounts payable	247,056
Accrued wages	35,369
Accrued interest	48,974

Noncurrent liabilities:

Portion payable within one year:

General obligation bonds	300,000
IEPA loans	1,101,301

Portion payable after one year:

General obligation bonds	5,950,000
IEPA loans	<u>28,816,789</u>
Total liabilities	<u>36,499,489</u>

NET POSITION

Net investment in capital assets	14,217,004
Unrestricted	<u>2,066,001</u>
Total net position	<u>\$ 16,283,005</u>

The notes to the financial statements are an integral part of this statement.

CITY OF PEKIN, ILLINOIS

SEWERAGE FUND

STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND NET POSITION

YEAR ENDED APRIL 30, 2014

OPERATING REVENUES:

Charges for services:

Wastewater service fees	\$ 3,250,699
Sewer treatment fees	57,565
Sewer connection fees	40,100
Licenses and permits	11,555
Total operating revenues	<u>3,359,919</u>

OPERATING EXPENSES:

Sewer operation costs	855,567
Wages and payroll taxes	737,536
Employee benefits	147,639
Professional fees	27,764
Insurance	68,431
Maintenance and repairs	70,667
Billing and collection costs	107,702
Postage, office, and administration	8,444
Depreciation and amortization	846,638
Total operating expenses	<u>2,870,388</u>
Operating income	<u>489,531</u>

NONOPERATING REVENUE (EXPENSES):

Interest income	24,976
Interest expense	(320,810)
Transfers to City's General Fund	(114,648)
Total nonoperating expenses	<u>(410,482)</u>
Change in net position	79,049

Net position, beginning of year	<u>16,203,956</u>
Net position, end of year	<u>\$ 16,283,005</u>

The notes to the financial statements are an integral part of this statement.

CITY OF PEKIN, ILLINOIS
SEWERAGE FUND
STATEMENT OF CASH FLOWS
YEAR ENDED APRIL 30, 2014

Cash flows from operating activities:

Receipts for services and fees	\$ 3,379,799
Payments to vendors and suppliers	(2,060,789)
Payments for employees and benefits	(897,870)
Net cash provided by operating activities	<u>421,140</u>

Cash flows from noncapital financing activities:

Transfers to General Fund	<u>(114,648)</u>
---------------------------	------------------

Cash flows from capital activities:

Proceeds from capital loans	9,494,441
Purchase and construction of capital assets	(9,423,393)
Principal paid on capital debt	(694,024)
Interest paid on capital debt	(322,029)
Net cash used by capital activities	<u>(945,005)</u>

Cash flows from investing activities:

Redemption of investments	240,000
Interest income	24,976
Net cash provided by investing activities	<u>264,976</u>
Net decrease in cash	(373,537)
Cash balance, beginning of year	<u>2,196,174</u>
Cash balance, end of year	<u>\$ 1,822,637</u>

Reconciliation of operating income to net cash provided by operating activities:

Operating income	\$ 489,531
Adjustments to reconcile operating income to net cash provided by operating activities:	
Depreciation and amortization	846,638
Decrease in accounts receivable	19,880
Decrease in accounts payable	(922,214)
Decrease in accrued wages	(12,695)
Net cash provided by operating activities	<u>\$ 421,140</u>

The notes to the financial statements are an integral part of this statement.

CITY OF PEKIN, ILLINOIS

SEWERAGE FUND

NOTES TO THE FINANCIAL STATEMENTS

APRIL 30, 2014**NOTE 1 - SIGNIFICANT ACCOUNTING POLICIES**

The Sewerage Fund is a separate accounting fund within the City of Pekin's fund accounting system which is designed to account for and report upon specific activities or certain objectives. It is included in the business-type activities in the Statement of Net Position and Statement of Activities of the City of Pekin's financial statements. These financial statements present only the Sewerage Fund and are not intended to present fairly the financial position and results of operations of the City of Pekin in conformity with accounting principles generally accepted in the United States of America.

The fund is an Enterprise Fund and, accordingly, employs the accrual basis of accounting wherein revenues are recognized in the period in which they are earned and expenses are recognized in the period in which they are incurred.

Fixed assets used in the operations of the sewerage system are stated at cost where historical records are available and at estimated historical cost where no historical record exist. Depreciation expense is recorded as a charge against income and is computed using the straight-line method based upon the estimated useful lives of the fixed assets, generally 5-40 years.

NOTE 2 - TRANSFER TO GENERAL FUND

The City allocates a portion of its administrative expenses to more accurately reflect costs of sewer operations. City officials have estimated General Fund expenses applicable to the Sewerage Fund to be \$9,554 per month.

NOTE 3 - ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2010

On August 23, 2010, The Pekin City Council passed Ordinance No. 2625-10/11, providing for the issuance of \$7,110,000 in general obligation bonds to pay for a portion of the costs of construction of improvements to the City's wastewater treatment plant and other improvements to the sanitary sewer system. The bonds are payable over an eighteen year period beginning in 2011 and ending in 2030. Annual principal payments range from \$285,000 to \$475,000. The interest rates range from 1.0% to 6.15%. The bonds qualify under Internal Revenue Code Section 54AA ("Qualified Build America Bonds") which provides for a 35% reduction in interest costs to the City. During the year ended April 30, 2014 the City paid \$290,000 in principal and \$210,899 in interest.

Debt Service

The annual debt service requirements applicable to the Series 2010 bonds for the principal and interest payments outstanding at April 30, 2013 are as follows:

<u>Year Ended</u> <u>April 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2015	\$ 300,000	\$ 198,010	\$ 498,010
2016	300,000	192,891	492,891
2017	300,000	186,894	486,894
2018	315,000	179,889	494,889
2019	320,000	172,149	492,149
2020-2024	1,735,000	714,234	2,449,234
2025-2029	2,050,000	389,696	2,439,696
2030-2035	930,000	37,577	967,577
Total	<u>\$ 6,250,000</u>	<u>\$ 2,071,340</u>	<u>\$ 8,321,340</u>

CITY OF PEKIN, ILLINOIS

SEWERAGE FUND

NOTES TO THE FINANCIAL STATEMENTS

APRIL 30, 2014**NOTE 4 - CAPITAL LOANS - STATE OF ILLINOIS WATER POLLUTION CONTROL LOAN PROGRAM**

On July 11, 2011 the City Council passed Ordinance Number 2641-11/12 authorizing the City to borrow funds from the State of Illinois Water Pollution Control Loan Program Fund for the purpose of improving the City's sewerage system. The maximum approved amount to be borrowed was \$37,700.00. On November 28, 2011 the maximum loan amount was raised to \$40,616,000. As of April 30, 2014, \$32,541,341 of the loans had been disbursed to the City for construction costs to the sewerage system.

The loans have the following terms:

Interest rates range from 1.25% to 2.295%.

Length of payments range from 19.5 years to 20 years.

Payment dates began in April, 2014 and continue through September, 2034.

The following is a summary of the changes in the Illinois EPA loans for the year ending April 30, 2014:

Wastewater Project Number	Loan Balance at 4/30/13	Additions	Retirement/ Forgiveness	Balance 4/30/14	Due Within One Year
L-17-3081	\$ 19,234,380	\$ 1,046,393	\$(2,904,024)	\$17,376,749	\$ 815,639
L17-4856	3,812,520	6,435,895	-	10,248,415	238,147
L17-4855	-	2,292,926	-	2,292,926	47,515
	<u>\$ 23,046,900</u>	<u>\$ 9,775,214</u>	<u>\$(2,904,024)</u>	<u>\$29,918,090</u>	<u>\$ 1,101,301</u>

Debt Service

The annual debt service requirements applicable to the Illinois EPA loans, including principal and interest to maturity, as of April 30, 2014 are as follows:

Year Ended	Principal	Interest	Total
<u>April 30,</u>			
2015	\$ 1,101,301	\$ 376,633	\$ 1,477,934
2016	1,404,004	521,558	1,925,562
2017	1,427,704	497,858	1,925,562
2018	1,451,842	473,720	1,925,562
2019	1,476,426	449,136	1,925,562
2020-2024	7,767,165	1,860,647	9,627,812
2025-2029	8,454,124	1,173,688	9,627,812
2030-2035	6,835,524	427,319	7,262,843
	<u>\$ 29,918,090</u>	<u>\$ 5,780,559</u>	<u>\$35,698,649</u>

CITY OF PEKIN, ILLINOIS
TAX INCREMENT FINANCING -
CENTRAL BUSINESS DISTRICT FUND
FINANCIAL STATEMENTS

APRIL 30, 2014

CITY OF PEKIN, ILLINOIS

TAX INCREMENT FINANCING-CENTRAL BUSINESS DISTRICT FUND

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INDEPENDENT AUDITOR'S REPORT

To the City Council
City of Pekin, Illinois

Report on the Financial Statements

We have audited the accompanying financial statements of the Tax Increment Financing-Central Business District Fund of the City of Pekin, Illinois as of and for the year ended April 30, 2014, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Tax Increment Financing-Central Business District Fund of the City of Pekin, Illinois as of April 30, 2014 and the changes in financial position thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 1, the financial statements present only the Tax Increment Financing-Central Business District Fund and do not purport and do not, present fairly the financial position of the City of Pekin, Illinois as of April 30, 2014, and the changes in its financial position for the year then ended in conformity with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Willock Warning & Co, PC

Willock Warning & Co., PC
Pekin, Illinois
November 10, 2014

CITY OF PEKIN, ILLINOIS
TAX INCREMENT FINANCING-CENTRAL BUSINESS DISTRICT FUND
BALANCE SHEET
APRIL 30, 2014

ASSETS

Current assets:	
Cash	\$ 3,929,346
Noncurrent assets:	
Economic development loans receivable	<u>108,497</u>
Total assets	<u>\$ 4,037,843</u>

LIABILITIES AND FUND BALANCE

Liabilities:	
Accounts payable	<u>\$ 1,030</u>
Fund balance:	
Restricted for noncurrent loans receivable	108,497
Restricted for project development	<u>3,928,316</u>
Total fund balance	<u>4,036,813</u>
Total liabilities and fund balance	<u>\$ 4,037,843</u>

The notes to the financial statements are an integral part of this statement.

CITY OF PEKIN, ILLINOIS

TAX INCREMENT FINANCING-CENTRAL BUSINESS DISTRICT FUND

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE

YEAR ENDED APRIL 30, 2014

Revenues:

Sales tax increments-state	\$ 75,173
Real estate tax increments	520,340
Investment earnings	14,799
Other income	<u>1,691</u>
Total revenues	<u>612,003</u>

Expenditures:

Administration	7,840
Redevelopment:	
Reimbursements to School District-real estate taxes	173,922
Redevelopment grants	34,225
Property improvements and maintenance	69,874
Redevelopment consulting fees	<u>11,951</u>

Total expenditures	<u>297,812</u>
Excess of revenues over expenditures	314,191

Fund balance, beginning of year	<u>3,722,622</u>
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Fund balance, end of year	<u>\$ 4,036,813</u>
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The notes to the financial statements are an integral part of this statement.

CITY OF PEKIN, ILLINOIS

TAX INCREMENT FINANCING-CENTRAL BUSINESS DISTRICT FUND

NOTES TO THE FINANCIAL STATEMENTS

APRIL 30, 2014

NOTE 1 - SIGNIFICANT ACCOUNTING POLICIES

a) Reporting Entity

The Tax Increment Financing-Central Business District Fund (the TIF-CBD Fund) is a separate fund of the City of Pekin, Illinois. It is included in the governmental activities in the Statement of Net Assets and Statement of Activities of the City of Pekin's financial statements. These financial statements present only the TIF-CBD Fund and are not intended to present fairly the financial position and results of operations of the City of Pekin in conformity with accounting principles generally accepted in the United States of America.

The City of Pekin established the TIF-CBD Fund by Ordinances dated November 11, 1986 pursuant to the Illinois Tax Allocation Redevelopment Act. The purpose of the fund is to account for resources and expenditures arising in connection with redevelopment of a certain designated project area pursuant to a plan for redevelopment. The Fund was due to expire in 2009. In 2005 the State of Illinois, through the legislative process, extended the real estate tax exemption to the year 2021. On June 28, 2004 the City of Pekin passed an ordinance extending the sales tax provisions through the year 2013. The additional time is needed to complete the redevelopment project and retire the debt obligations used to finance the project costs.

b) Basis of Accounting

The modified accrual basis of accounting, under which expenditures are recorded when the liability is incurred and revenues are recorded when received in cash unless susceptible to accrual or of a material amount and not received at the normal time of receipts, is followed.

NOTE 2 - REDEVELOPMENT LOAN/GRANT PROGRAMS

During fiscal year 2011 the City began a redevelopment loan program for buildings located within the TIF/CBD boundaries. The program involves matching loans for viable commercial retail use on first and upper story floors. Principal and interest payments are forgiven if the property owner meets certain requirements related to upkeep and maintenance of the property.

The City also began a building façade and interior revitalization grant program whereby property owners may receive a grant to fund a portion of the costs of improvements to a building. The property must be located within the TIF/CBD boundaries.

The following activities took place involving the loan and grant programs during fiscal year 2014:
Loan program:

Loan Balances 4/30/13	Loans Made in FY 14	Partial Loan Forgiveness in FY 14	Loan Balances 4/30/14
\$ 68,146	\$ 71,800	\$ (31,449)	\$ 108,497

CITY OF PEKIN, ILLINOIS

TAX INCREMENT FINANCING-CENTRAL BUSINESS DISTRICT FUND

NOTES TO THE FINANCIAL STATEMENTS

APRIL 30, 2014

NOTE 2 - continued

Grant program:

Façade and interior grants made in FY 14	Forgiveness of loans charged to grants FY 14	Total grant expenditures in FY 14
<u>\$ 2,776</u>	<u>\$ 31,449</u>	<u>\$ 34,225</u>

NOTE 3 - SCHOOL DISTRICT REIMBURSEMENT OF REAL ESTATE TAXES

The City entered into an intergovernmental agreement on August 28, 2006 with Pekin Community High School District 303 whereby the City agreed to reimburse District 303 for certain real estate tax revenue lost by the District as a result of the extension of the provisions of the TIF Act for a period of twelve years beginning in 2010. Under the agreement the City shall pay to District 303 from funds received by the City through the Local Government Distributive Fund an amount equal to the total incremental tax revenue. If the District receives additional state aid due to the existence of the TIF District, the City shall be credited that same amount. During the year the City reimbursed District 303 \$49,214 for the 2010 tax year payable in 2011 and \$124,708 for the 2011 tax year payable in 2012.

CITY OF PEKIN, ILLINOIS

TAX INCREMENT FINANCING-CENTRAL BUSINESS DISTRICT FUND

OPERATING CASH ANALYSIS

YEAR ENDED APRIL 30, 2014

Operating cash balance, beginning of year		\$ 3,591,262
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Deposits:

Sales tax increments-state	\$ 144,907	
Real estate tax increments	520,340	
Investment earnings	14,799	
Other income	1,691	
Receipt of funds owed from other funds	<u>20,473</u>	702,210

Expenditures:

Administrative and redevelopment expenses	22,567	
Reimbursements to School District	173,922	
Economic development loans granted	71,800	
Property improvements and maintenance	<u>95,837</u>	<u>(364,126)</u>

Operating cash balance, end of year		<u>\$ 3,929,346</u>
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Ending operating cash balance by source:

Sales tax increments, prior years	\$ 466,511
Transfer from investment account, prior year	1,724,928
Sales tax increments, current year	144,907
Real estate tax increments, prior years	987,826
Real estate tax increments, current year	520,340
Investment earnings, prior years	53,313
Investment earnings, current year	14,799
Sale of property prior year	15,011
Other income	<u>1,711</u>
Total	<u>\$ 3,929,346</u>

The notes to the financial statements are an integral part of this statement.

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE

We have audited the financial statements of the City of Pekin, Illinois for the year ended April 30, 2014, and have issued our report thereon dated November 10, 2014.

We have also audited the City of Pekin's compliance with the provisions of subsection (q) of Section 11-74.4-3 of the Illinois Tax Increment Redevelopment Allocation Act (Illinois Public Act 85-1142) as it relates to the eligibility of expenditures for costs incurred incidental to the implementation of the City of Pekin/Central Business District Amended Area Tax Increment Redevelopment Plan and Project. The management of the City of Pekin, Illinois is responsible for the City's compliance with those requirements. Our responsibility is to express an opinion on compliance with those requirements.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and Government Auditing Standards issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether material noncompliance with the requirements referred to above occurred. An audit includes examining, on a test basis, evidence about the City of Pekin, Illinois' compliance with those requirements. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the City of Pekin, Illinois complied, in all material respects, with the requirements of subsection (q) of Section 11-74.4-3 of the Illinois Tax Increment Redevelopment Allocation Act (Illinois Public Act 85-1142) as it relates to the eligibility of expenditures for costs incurred incidental to the implementation of the City of Pekin/Central Business District Amended Area Tax Increment Redevelopment Plan and Project.

Willock Warning & Co, PC

WILLOCK WARNING & CO., P.C.
November 10, 2014

Pekin Planning Commission Minutes

November 12, 2014

5:30pm

Present:

Don Hild, Vice Chairman
Daryl Dagit
Ron Knautz
Jim Jones
Bill Craig, Chairman

Absent:

Erik Reader
Chris Deverman
James Ruth
Steve Thompson

Chairman, Bill Craig led the pledge of allegiance.

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

Staff Present: Attorney Scott Kriegsman and Ron Sieh

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

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

Chairman, Bill Craig asked for the Approval of the October 8, 2014 minutes.

MOTION by Don Hild, Seconded by Ron Knautz to Approve the October 8, 2014 minutes as presented. On roll call vote, 4(Four) present voted **AYE**. 1(One) Daryl Dagit present **ABSTAINED**. **MOTION APPROVED**.

City Council Action Report:

City Council Meeting on November 10, 2014-

Received and Filed the Minutes from October 8, 2014 meeting.

Hearing - #08-1883 and #08-1884: Approved the Special Use and Site Plan for Used Car Sales with the stipulations as requested by the Commission located at 1215 Court Street.

PPC Correspondence: No Correspondence

Informal:

- 1) Code Changes pertaining to towers: Overall consensus was to leave the code and fees as they are with no changes.
- 2) Trailers: Consensus was to modify the definitions for clarity regarding Commercial vehicles/trailers. It was also felt that if a resident can afford a trailer/motor home they can afford storage since they are allotted 72 hours to load and unload for usage.
- 3) Parking: Will be looking at code changes for Commercial parking because too much impervious surface is wasted. Ron Knautz and his committee presented suggestions for parking. He will be discussing suggestions with

Police Chief Nelson and possibly the Traffic Safety Committee due to some of the suggestions falling under the police code.

- 4) Permit/Building Fees: Will need a comparison study with other communities before the fees are updated.
 - 5) Setbacks: B-1; B-3 & OS-1 are all non-conforming due to code changes. Existing buildings will be Grandfathered and the 10' setback will always be in place for New buildings and additions.
 - 6) Zoning Change in Estates of Lakeview to RT: Commission will review the plat once presented, that show the lots desired to re-zone are indicated.
 - 7) Special Uses: Will be looking into possibly requiring bonds to ensure they follow the stipulations requested or possible alternative actions or fines.
-

Meeting was Adjourned by Chairman, Bill Craig.

Meeting adjourned at 6:45PM.

Juanita K VanBuskirk, Secretary
Pekin Planning Commission

Pekin Zoning Board of Appeals
November 12, 2014

Present:

Mary Lanane
Greg Henderson
Kim Joesting
Barry McGinnis, Vice Chairman

Absent:

John Kennedy, Chairman
Brandon Dentino
Bob Barra

Staff Present: Ron Sieh and Attorney, Scott Kriegsman

Barry McGinnis, Vice Chairman led the pledge of allegiance.

Barry McGinnis, Vice Chairman called the regular meeting of the Zoning Board of Appeals to order.

Roll call was taken and a quorum declared.

Barry McGinnis, Vice Chairman asked for approval of the Agenda.

MOTION by Mary Lanane seconded by Kim Joesting to approve the Agenda as presented. On roll call vote, All present voted **AYE**. **MOTION APPROVED**.

Barry McGinnis, Chairman asked for Approval of the October 8, 2014 Meeting Minutes as presented.

MOTION by Kim Joesting seconded by Greg Henderson to approve the Minutes as presented. On roll call vote, All present voted **AYE**. **MOTION APPROVED**.

Correspondence: 29 (Twenty-Nine) Letters were mailed regarding Hearing #1. There were 2 (Two) responses stating they had no problem with the request and 2 (Two) letters returned.

Hearing #1:

To allow Linda S Hall, Owner a variance of 6' to allow for a 6' x 18' Wooden Deck/Porch to replace the previous concrete porch which exceeds the 34' required front yard setback which is currently not allowed as stated in the current Zoning Code for R-4 (Single Family Residential) and with a Legal Description as Sec 2 T24N R5W Stuckeys 2nd Addn N 5' of Lot 10 & All of Lot 9 SE ¼ located at 319 Barbara Road.

Refer to Pekin Zoning Ordinance; Section 9-12-1-2 Board of Appeals, B. Jurisdiction 3. Variance. (9-12-1-2-B-3) and Section 9-9-1 Schedule of Regs, R-4 use District.

Linda S Hall was present.

MOTION by Greg Henderson seconded by Mary Lanane to Approve the request of a 6' variance by showing the Hardship from water damage to existing concrete porch at 319 Barbara Road. On roll call vote, All present voted **AYE**. **MOTION APPROVED**.

Barry McGinnis, Vice Chairman to Adjourned the Meeting.

Meeting Adjourned at 5:08PM

Juanita VanBuskirk, Secretary
Zoning Board of Appeals

ORDINANCE NO. 2711-14/15

**AN ORDINANCE AMENDING TITLE 3, CHAPTER 11,
OF THE CODE OF THE CITY OF PEKIN
REGARDING SECONDHAND DEALERS**

WHEREAS, the City of Pekin is a home rule government pursuant to the 1970 Illinois Constitution , Article VII, Section 6(a); and

WHEREAS, pursuant to its home rule power, the City of Pekin may exercise any power and perform any function relating to its government and affairs including the power to regulate for the protection of the public health, safety, morals, and welfare; and

WHEREAS, the City Council of the City of Pekin hereby finds that it is in the best interest of the City to amend Chapter 11 Secondhand Dealers of the code of the City of Pekin; and

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

1. That Title 3, Chapter 11 Secondhand Dealers be deleted in its entirety and replaced with the following:

See attached Chapter 11 Secondhand Dealers

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 and publication as required by law.

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

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED this ____ day of _____, 2014.

MAYOR

ATTEST:

CITY CLERK

CHAPTER 11

SECONDHAND DEALERS

SECTION:

- 3-11- 1: Secondhand Dealer Defined
- 3-11- 2: License Required
- 3-11- 3: Exemptions
- 3-11- 4: Application
- 3-11- 5: Fees
- 3-11- 6: Investigation
- 3-11- 7: Issuance
- 3-11- 8: Posting
- 3-11- 9: Revocation
- 3-11-10: Bond
- 3-11-11: Transfer
- 3-11-12: Change of Location
- 3-11-13: Hours of Operation
- 3-11-14: Prohibited Purchases
- 3-11-15: Purchasing, Selling, Etc., Weapons Prohibited
- 3-11-16: State and Federal Laws complied with
- 3-11-17: Recycling Kiosks
- 3-11-18: Record of Purchases
- 3-11-19: Reports to Chief of Police
- 3-11-20: Inspection of Premises: Seizures:
- 3-11-21: Waiting Period
- 3-11-22: False of Misleading Application
- 3-11-23: Penalty

3-11-1: SECONDHAND DEALER DEFINED: As used in this Ordinance, a secondhand dealer is any person, partnership, corporation, association, joint venture, trustee, court-appointed representative or agent thereof which operates a business for profit which buys, sells, possesses on consignment for sale or trades jewelry, stamps, coins/currency, precious metals or stones which may have been previously owned by a consumer; or which derives more than thirty five percent (35%) of its gross receipts from the sale, consignment for sale, pledge or trade of any goods, wares or merchandise which have previously been owned by a consumer, including but not limited to, appliances, automobile parts and accessories, athletic cards and memorabilia, metals, whether in bulk or manufactured state, computers, computer parts or equipment, electronic video consoles and games, videos, music, musical instruments, collectibles and memorabilia, sporting goods, bicycles, cellular phones, tools and artwork. The term secondhand dealer shall include businesses commonly known as pawnbrokers, swap shop operators, stamp dealers, coin dealers and jewelers who purchase and resell items from persons other than dealers and suppliers.

The fact that any business does any of the following acts shall be prima facie proof that said business is a secondhand dealership:

A. Advertises in any fashion that it buys or sells secondhand or used items. Such advertisements shall include, but are not limited to, media advertisements, telephone listings, and signs whether on the exterior or interior of the business;

B. Devotes a significant segment or section of the business premises to the purchase or sale of secondhand or used items, significant meaning sufficiently great or important to be worthy of attention.

3-11-2: LICENSE REQUIRED: No person, either as owner, manager, lessee, officer or agent, or in any other capacity, within the City, shall operate or permit to be operated a secondhand dealership without first having obtained a license from the City to do so.

3-11-3: EXEMPTIONS: The following are exempt from the requirements of this Ordinance:

A. Garage Sales: As used in this Section, a garage sale is defined as the sale at retail of used personal property by the lawful residents of residentially zoned property which garage sale is not conducted on a periodic or ongoing basis. A garage sale shall be deemed to be periodic or ongoing if

a garage sale is held by the lawful resident of residentially zoned property more than five (5) days in any consecutive ninety (90) day period;

B. Sales conducted by governmental, civic, patriotic, fraternal, educational, religious or benevolent organizations which have been in active and continuous existence for at least one year prior to the holding of the sale, or which are incorporated as a not for profit corporation by the State;

C. Sales or purchases which are regulated by the licensing laws of the State, including automobile dealers, used parts dealers and automotive parts recyclers;

D. Antique Dealers: As used in this Section, an antique dealer is defined as one who derives 75% of his gross sales each year from the sale of antiques and/or primitives. As used in this Section, an antique or primitive is defined as an old and valuable art object or article no longer in production which is at least fifty (50) years old. As used in this section, the term "sale" does not include an exchange, trade, or swap of items.

E. Sales of furniture, clothing, home-made crafts and books/magazines: The sales of furniture, clothing, home-made crafts and books/magazines are exempt from this ordinance.

3-11-4: APPLICATION: An application for a license required by Section Two shall be made in writing to the Pekin City Clerk which shall minimally set forth the following:

A. The name of the individual, partnership, corporation or association applying for a license;

B. The residence, phone number, date of birth, driver's license number, and social security number or federal tax identification number of the applicant or partners, or, if a corporation or association, the residence, phone number and driver's license number of the officers and all shareholders owning more than five percent (5%) of the outstanding shares of stock;

C. The location for which the license is requested;

D. Whether the applicant, its partners, officers or listed shareholders have been convicted of any criminal offense or ordinance violation (other than traffic or parking offenses) in any jurisdiction and, if so, a list of such convictions with date and prosecuting jurisdiction; and,

E. Whether the applicant, its partners, officers or listed shareholders have held a license or had an interest in a license issued by this or any other jurisdiction regulating the purchase or sale of secondhand property revoked for cause, and, if so, list the date of revocation and jurisdiction.

3-11-5: FEES: The applicant shall pay the City Clerk prior to filing an application a non-refundable license fee of FIFTY (\$50.00) DOLLARS per City fiscal year or part thereof. The license shall be renewed each year; the annual renewal fee shall be FIFTY (\$50.00) DOLLARS.

3-11-6: INVESTIGATION: Upon receipt of an application for a license the City Clerk shall cause a copy thereof to be sent to the Police Department which shall report back to the City Clerk in twenty-one (21) days whether the applicant(s) is/are in accordance with applicable City codes.

3-11-7: ISSUANCE: Upon receipt of the report from the Police Department referred to in Section Six, the City Clerk shall issue the license requested unless the City Clerk shall find:

A. The applicant is under the age of eighteen (18);

B. The location requested is not in a permanent structure;

C. The applicant, its partners, officers or listed shareholders have been convicted of or have pleaded guilty to any offense related to theft, burglary, or purchasing or receiving stolen items under the laws of this State, City or any other jurisdiction within the past ten (10) years, or have forfeited a bond to appear in court to answer for charges for such offenses during said time;

D. That the location requested and structure to be used would not comply with all applicable laws including the Zoning Code of the City;

E. That the applicant, its partners, officers or listed shareholders have held a license or had an interest in a license issued by the City or any other jurisdiction regulating the purchase or sale of secondhand property which was revoked for cause; or

F. That the applicant, its partners, officers or listed shareholders has knowingly furnished false or misleading information or withheld relevant information on any application for a license required by Section Four of this Ordinance or any investigation into any application.

3-11-8: POSTING: Every license issued under the provisions of this Ordinance shall, at all times during the period for which it is effective, be posted in a conspicuous place at or near the principal entrance to the premises for which the license is issued.

3-11-9: REVOCATION: Any license issued for a secondhand dealer may be revoked or suspended for a period not to exceed thirty (30) days by the Mayor if he shall find after hearing:

A. That the licensee, its officers, agents or employees have violated any of the provisions of this Ordinance, the laws of the State or Ordinances of the City in the operation of the business; or,

B. That the licensee, its partners, officers or shareholders have been convicted of any offense set forth in Section Seven of this Ordinance; or

C. That the licensee, partners, officers or shareholders have knowingly furnished false or misleading information or withheld relevant information on any application for a license required by Section Four of this Ordinance or any investigation into any application.

The licensee shall be responsible for the acts of its agents, servants and employees in the operation of the business. Prior to holding a hearing concerning the question of whether a license shall be revoked or suspended, the Mayor shall give at least ten (10) days' written notice to the licensee setting forth the alleged violation. The licensee may present evidence and cross-examine witnesses at such hearing.

3-11-10: BOND: Every applicant for a license under this Ordinance shall file with the City Clerk a surety bond in the penal sum of ONE THOUSAND (\$1,000.00) DOLLARS, with two (2) or more sureties owning real estate in the City approved by Corporation Counsel, or corporate surety licensed with the State, with the applicant as obligee, conditioned for the faithful and due performance of the provisions of this Ordinance and the laws of the State concerning the operation of the licensed business, and the payment of all fines and penalties by reason of the violation thereof.

3-11-11: TRANSFER:

A. No license issued under this Chapter may be transferred to any other person, partnership, corporation or association;

B. No corporate licensee shall permit any transfer of its stock which would vest in aggregate more than five percent (5%) of the stock outstanding in said corporation in any shareholder unless said shareholder has first been certified by the City Clerk as meeting the requirements of Section Seven of this Ordinance.

3-11-12: CHANGE OF LOCATION: No licensee shall carry on any business required to be licensed under this Ordinance except at the location designated on the license. Should the licensee wish to change the location, application shall be made to the City Clerk for such change in writing. The City Clerk shall approve the change of location unless the new location would be contrary to the provisions of this Ordinance or any of the Ordinances of the City. There shall be no fee for filing any application for change of location.

3-11-13: HOURS OF OPERATION: No licensee shall purchase any goods, wares, articles or things, whatsoever, from any person between the hours of nine o'clock (9:00) P.M. and seven o'clock (7:00)

A.M. the next day.

3-11-14: PROHIBITED PURCHASES: No licensee shall purchase or accept any goods, wares, articles, or things under any of the following circumstances:

A. Where the seller is less than the age of eighteen (18);

B. Where the seller is intoxicated. Intoxicated is defined as a seller whose mental or physical functioning is substantially impaired as a result of the use of alcohol or drugs;

C. Where the seller fails to present at least two (2) forms of valid and current identification including one government issued I.D. containing the seller's full legal name, date of birth, address, a photograph and an identification number;

D. Where the article to be purchased had an original manufacturer's serial number at the time it was new, but no longer legibly exhibits said number.

E. Where the licensee or it's employee or agent knows or reasonably should have known that the items are stolen or otherwise illegal to possess.

3-11-15: PURCHASING, SELLING, ETC., WEAPONS PROHIBITED: No licensee shall deal in, or buy or sell, or display in his shop, any pistol, revolver, derringer, bowie knife, dirk or other deadly weapon of like character, capable of being secreted upon the person unless such licensee shall also possess valid and current licenses or permits as required by applicable Federal, State, or local laws, ordinances, rules or regulations.

3-11-16: STATE AND FEDERAL LAWS COMPLIED WITH: Any licensee operating as a pawn shop or pawnbroker shall comply with all applicable state and federal laws and regulations that govern the same.

3-11-17: RECYCLING KIOSKS: The recycling of automated devices through a kiosk must be approved by the Chief of Police prior to receiving a license as a second hand dealer.

3-11-18: RECORD OF PURCHASES: Every licensee shall keep at the licensed location a register on multi-copy forms provided or approved by the Chief of Police in which shall be entered in a permanent manner all of the following information accurately:

A. A succinct and accurate description of all property taken, purchased or received in the course of the business licensed under this article including:

1. Type of article

2. Brand name/make/manufacturer

3. Model number

4. Serial number

5. Color/finish

6. Any other identifying marks, writings, engravings, etc.

B. Clear photograph of any property using Leads Online cameras;

C. Seller's full legal name, date of birth, and address. Also required is a color copy or photograph of a valid and current government issued photo I.D. containing the aforementioned information;

D. The amount given or loaned to such person and the terms thereof;

E. The signature of the employee who received the property;

F. A signed statement of the person from whom the property was obtained affirming he is over 18 years of age, lawful owner of the property which is clear of all attachments.

Entries made in the register shall be printed or typed and shall be legible. All entries shall be made immediately upon receipt or purchase of any property. The register shall be open to inspection by any law enforcement officer during the performance of their duties during normal business hours or operation.

Effective (effective date?), all licensees are required to use the Leads Online system for keeping records under this section. The chief of police shall provide information on obtaining the software and hardware necessary for this purpose.

All licensees shall subscribe to and participate in "leadsonline.com", the current software based tracking system approved by the chief of police. Any article deposited, pawned or pledged shall be entered into leadsonline.com and downloaded into the database within twelve (12) hours of receipt of the article. Leads Online may be substituted in the future at the discretion of the chief of police, however substitution shall be made with ample notice to licensees to allow for compliance.

Every bona-fide auction house shall maintain an accurate record of all transactions, listing the full first name, middle initial, and last name of all buyers, residential address or business name and address, date of birth and physical description. The buyer shall sign the record of transaction.

3-11-19: REPORTS TO CHIEF OF POLICE: It shall be the duty of every licensee to (upon request) have available for delivery to the Chief of Police, or designee, a legible, correct and complete copy of the transactions for the period of time specified.

No person shall be required to furnish such description of any new property purchased from manufacturers or wholesale dealers having an established place of business, or of any goods purchased at open sale, or from a bankrupt stock. Such goods must be accompanied by a bill of sale or other evidence of open and legitimate purchase and must be shown to the Chief of Police and members of the Police Department, when demanded.

3-11-20: INSPECTION OF PREMISES: SEIZURES: Every licensee and every person employed by the licensee in the conduct of business, shall admit to any and every part of the premises designated in the license, during normal business hours, any law enforcement officer of the City to examine any goods, articles, things, pledges, pawns, or books or other records on the premises dealing with purchase or sale of used property and to search for and to take into possession any article known or for which such officer has reasonable grounds to believe to have been stolen. Such law enforcement officer may make any such search or seizure as is provided for in this Section, and property so seized shall be receipted for by such officer, who shall fully describe the seized property and sign the receipt. Should the officer determine the property not to be stolen, the officer shall promptly return same to the licensee and obtain a receipt therefor, as aforesaid.

3-11-21: WAITING PERIOD: Every licensee, except auction houses, shall keep all property purchased or received from an individual in it's original condition at the time of acquisition for inspection for the period of time as designated below before it can be sold, traded or discarded or changed from it's original condition.

A. Fourteen (14) Day waiting period

1. All items with serial numbers or other identifying markings/engravings (excluding appliances)

2. Memorabilia/collectibles (i.e. autographed items, sports cards, collectible stamps, figurines, etc.)
3. Collectible artwork (numbered prints, sculptures, etc.)
4. Jewelry (precious metals, gemstones, etc., excluding costume jewelry)
5. Currency/coins
6. Musical instruments
7. Automobile wheels/rims
8. Tools

B. Seven (7) Day waiting period

1. Appliances
2. All other items not specified in 3-11-20 A.
3. Video games
4. Music (CDs, cassettes, records, etc.)
5. Sporting Goods

The waiting period may be waived in writing by the Chief of Police or by his authorized representative.

3-11-22: FALSE OF MISLEADING APPLICATION: In addition to being subject to penalty as hereinafter set forth, any person which obtains a license as herein provided by furnishing the City with a false or misleading application shall, upon the discovery thereof, suffer an immediate revocation of such license and forfeiture of all fees paid.

3-11-23: PENALTY: Any person who shall violate any of the provisions of this Chapter shall upon conviction be subject to a fine of not less than SEVENTY FIVE (\$75.00) DOLLARS nor more than SEVEN HUNDRED FIFTY (\$750.00) DOLLARS for each offense. Each day any violation of any provision of this Chapter shall continue shall constitute a separate offense. The licensee shall be fully responsible for any violation of this Chapter occasioned by or with the condonation of the licensee's partners, officers, shareholders, agents, or employees; any such violation shall be imputed to the licensee. The City retains the right to revoke the license in the event of non-compliance of the Code. Such Revocation may be appealed per the Administrative Adjudication Act.

CHAPTER 11

SECONDHAND DEALERS

SECTION:

- 3-11- 1: Secondhand Dealer Defined
- 3-11- 2: License Required
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- 3-11-15: Purchasing, Selling, Etc., Weapons Prohibited
- 3-11-16: State and Federal Laws complied with
- 3-11-17: Record of Purchases
- 3-11-18: Reports to Chief of Police
- 3-11-19: Inspection of Premises: Seizures:
- 3-11-20: Waiting Period
- 3-11-21: False of Misleading Application
- 3-11-22: Penalty

3-11-1: SECONDHAND DEALER DEFINED: As used in this Ordinance, a secondhand dealer is any person, partnership, corporation, association, joint venture, trustee, court-appointed representative or agent thereof which operates a business for profit which buys, sells, possesses on consignment for sale or trades jewelry, stamps, coins or any precious metals which may have been previously owned by a consumer; or which derives more than thirty five percent (35%) of its gross receipts from the sale, consignment for sale, pledge or trade of any goods, wares or merchandise which have previously been owned by a consumer, including but not limited to, furniture, appliances, clothing, automobile accessories, books, magazines and athletic cards and memorabilia or metals, whether in bulk or manufactured state. The term secondhand dealer shall include businesses commonly known as pawnbrokers, swapshop operators, stamp dealers, coin dealers, jewelers and auction houses who purchase and resell items from persons other than dealers and suppliers. The fact that any business does any of the following acts shall be prima facie proof that said business is a secondhand dealership:

- A. Advertises in any fashion that it buys or sells secondhand or used items. Such advertisements shall include, but are not limited to, media advertisements, telephone listings, and signs whether on the exterior or interior of the business;
- B. Devotes a significant segment or section of the business premises to the purchase or sale of secondhand or used items.

3-11-2: LICENSE REQUIRED: No person, either as owner, manager, lessee, officer or agent, or in any other capacity, within the City, shall operate or permit to be operated a secondhand dealership without first having obtained a license from the City to do so.

3-11-3: EXEMPTIONS: The following are exempt from the requirements of this Ordinance:

- A. **Garage Sales:** As used in this Section, a garage sale is defined as the sale at retail of used personal property by the lawful residents of residentially zoned property which garage sale is not conducted on a periodic or ongoing basis. A garage sale shall be deemed to be periodic or ongoing if a garage sale is held by the lawful resident of residentially zoned property more than five (5) days in any consecutive ninety (90) day period;
- B. Sales conducted by governmental, civic, patriotic, fraternal, educational, religious or benevolent organizations which have been in active and continuous existence for at least one year prior to the holding of the sale, or which are incorporated as a not for profit corporation by the State;
- C. Sales or purchases which are regulated by the licensing laws of the State, including automobile dealers, used parts dealers and automotive parts recyclers;
- D. **Antique Dealers:** As used in this Section, an antique dealer is defined as one who derives 75% of his gross sales each year from the sale of antiques and/or primitives. As used in this Section, an antique or primitive is defined as an old and valuable art object or article no longer in production which is at least fifty (50) years old. As used in this section, the term "sale" does not include an exchange, trade, or swap of items.

3-11-4: APPLICATION: An application for a license required by Section Two shall be made in writing to the Pekin City Clerk which shall minimally set forth the following:

- A. The name of the individual, partnership, corporation or association applying for a license;
- B. The residence, phone number, date of birth, driver's license number, and social security number or federal tax identification number of the applicant or partners, or, if a corporation or association, the residence, phone number and driver's license number of the officers and all shareholders owning more than five percent (5%) of the outstanding shares of stock;
- C. The location for which the license is requested;
- D. Whether the applicant, its partners, officers or listed shareholders have been convicted of any criminal offense or ordinance violation (other than traffic or parking offenses) in any jurisdiction and, if so, a list of such convictions with date and prosecuting jurisdiction; and,
- E. Whether the applicant, its partners, officers or listed shareholders have held a license or had an interest in a license issued by this or any other jurisdiction regulating the purchase or sale of secondhand property revoked for cause, and, if so, list the date of revocation and jurisdiction.

3-11-5: FEES: The applicant shall pay the City Clerk prior to filing an application a license fee of FIFTY (\$50.00) DOLLARS per City fiscal year or part thereof. The license shall be renewed each year; the annual renewal fee shall be FIFTY (50.00) DOLLARS. Should the license be denied, the license fee shall be refunded to the applicant.

3-11-6: INVESTIGATION: Upon receipt of an application for a license the City Clerk shall cause a copy thereof to be sent to the Police Department which shall report back to the City Clerk in twenty-one (21) days whether the applicant(s) is/are in accordance with applicable City codes.

3-11-7: ISSUANCE: Upon receipt of the report from the Police Department referred to in Section Six, the City Clerk shall issue the license requested unless the City Clerk shall find:

- A. The applicant is under the age of eighteen (18);
- B. The location requested is not in a permanent structure;
- C. The applicant, its partners, officers or listed shareholders have been convicted of or have pleaded guilty to any offense related to theft, burglary, or purchasing or receiving stolen items under the laws of this State, City or any other jurisdiction within the past ten (10) years, or have forfeited a bond to appear in court to answer for charges for such offenses during said time;

- D. That the location requested and structure to be used would not comply with all applicable laws including the Zoning Code of the City;
- E. That the applicant, its partners, officers or listed shareholders have held a license or had an interest in a license issued by the City or any other jurisdiction regulating the purchase or sale of secondhand property which was revoked for cause; or
- F. That the applicant, its partners, officers or listed shareholders has knowingly furnished false or misleading information or withheld relevant information on any application for a license required by Section Four of this Ordinance or any investigation into any application.

3-11-8: POSTING: Every license issued under the provisions of this Ordinance shall, at all times during the period for which it is effective, be posted in a conspicuous place at or near the principal entrance to the premises for which the license is issued.

3-11-9: REVOCATION: Any license issued for a secondhand dealer may be revoked or suspended for a period not to exceed thirty (30) days by the Mayor if he shall find after hearing:

- A. That the licensee, its officers, agents or employees have violated any of the provisions of this Ordinance, the laws of the State or Ordinances of the City in the operation of the business; or,
- B. That the licensee, its partners, officers or shareholders have been convicted of any offense set forth in Section Seven of this Ordinance; or
- C. That the licensee, partners, officers or shareholders have knowingly furnished false or misleading information or withheld relevant information on any application for a license required by Section Four of this Ordinance or any investigation into any application.

The licensee shall be responsible for the acts of its agents, servants and employees in the operation of the business. Prior to holding a hearing concerning the question of whether a license shall be revoked or suspended, the Mayor shall give at least ten (10) days' written notice to the licensee setting forth the alleged violation. The licensee may present evidence and cross-examine witnesses at such hearing.

3-11-10: BOND: Every applicant for a license under this Ordinance shall file with the City Clerk a surety bond in the penal sum of ONE THOUSAND (\$1,000.00) DOLLARS, with two (2) or more sureties owning real estate in the City approved by Corporation Counsel, or corporate surety licensed with the State, with the applicant as obligee, conditioned for the faithful and due performance of the provisions of this Ordinance and the laws of the State concerning the operation of the licensed business, and the payment of all fines and penalties by reason of the violation thereof.

3-11-11: TRANSFER:

- A. No license issued under this Chapter may be transferred to any other person, partnership, corporation or association;
- B. No corporate licensee shall permit any transfer of its stock which would vest in aggregate more than five percent (5%) of the stock outstanding in said corporation in any shareholder unless said shareholder has first been certified by the City Clerk as meeting the requirements of Section Seven of this Ordinance.

3-11-12: CHANGE OF LOCATION: No licensee shall carry on any business required to be licensed under this Ordinance except at the location designated on the license. Should the licensee wish to change the location, application shall be made to the City Clerk for such change in writing. The City Clerk shall approve the change of location unless the new location would be contrary to the provisions of this Ordinance or any of the Ordinances of the City. There shall be no fee for filing any application for change of location.

3-11-13: HOURS OF OPERATION: No licensee shall purchase any goods, wares, articles or things, whatsoever, from any person between the hours of nine o'clock (9:00) P.M. and seven o'clock (7:00) A.M. the next day.

3-11-14: PROHIBITED PURCHASES: No licensee shall purchase or accept any goods, wares, articles, or things under any of the following circumstances:

- A. Where the seller is less than the age of eighteen (18);
- B. Where the seller is intoxicated. Intoxicated is defined as a seller whose mental or physical functioning is substantially impaired as a result of the use of alcohol or drugs;
- C. Where the seller fails to present at least two (2) forms of identification of which at least one contains the seller's full legal name, date of birth, a photograph or full physical description, and an identification number;

- D. Where the article to be purchased had an original manufacturer's serial number at the time it was new, but no longer legibly exhibits said number.

3-11-15: PURCHASING, SELLING, ETC., WEAPONS PROHIBITED: No licensee shall deal in, or buy or sell, or display in his shop, any pistol, revolver, derringer, bowie knife, dirk or other deadly weapon of like character, capable of being secreted upon the person unless such licensee shall also possess valid and current licenses or permits as required by applicable Federal, State, or local laws, ordinances, rules or regulations.

3-11-16: STATE AND FEDERAL LAWS COMPLIED WITH: Any licensee operating as a pawn shop or pawnbroker shall comply with all applicable state and federal laws and regulations that govern the same.

3-11-17: RECORD OF PURCHASES: Every licensee shall keep at the licensed location a register on multi-copy forms provided or approved by the Chief of Police in which shall be entered in a permanent manner the following information; a succinct and accurate description of all property taken, purchased or received in the course of the business licensed under this Ordinance, including any number or inscription that may be in or on said property; the full legal name of the person from whom the property is received, including full first name and middle initial, if any; such person's current residential address, date of birth and physical description; the consideration and terms of the transaction; the signature of the employee who received the property; and the signed statement of the person from whom the property was obtained that he/she is over eighteen (18) years of age and the legal owner of same, clear of all attachments and with the legal right to sell. Entries made in the register shall be printed or typed and shall be legible. All entries shall be made immediately upon receipt or purchase of any property. The register shall be open to inspection by any police officer during normal hours of operation.

3-11-18: REPORTS TO CHIEF OF POLICE: It shall be the duty of every licensee to have available for delivery to the Chief of Police, or officer designated by the Chief, every business day and before the hour of twelve o'clock (12:00) noon, a legible and correct copy from the register of all personal property, or other valuable things, received or deposited or purchased the preceding day in whatever quantity received, including property purchased as secondhand merchandise at wholesale, secondhand merchandise taken in for sale or possessed on consignment for sale, and secondhand merchandise taken in for trade.

No person shall be required to furnish such description of any new property purchased from manufacturers or wholesale dealers having an established place of business, or of any goods purchased at open sale, or from a bankrupt stock. Such goods must be accompanied by a bill of sale or other evidence of open and legitimate purchase and must be shown to the Chief of Police and members of the Police Department, when demanded.

3-11-19: INSPECTION OF PREMISES: SEIZURES: Every licensee and every person employed by the licensee in the conduct of business, shall admit to any and every part of the premises designated in the license, during normal business hours, any law enforcement officer of the City to examine any goods, articles, things, pledges, pawns, or books or other records on the premises dealing with purchase or sale of used property and to search for and to take into possession any article known or for which such officer has reasonable grounds to believe to have been stolen. Such law enforcement officer may make any such search or seizure as is provided for in this Section, and property so seized shall be receipted for by such officer, who shall fully describe the seized property and sign the receipt. Should the officer determine the property not to be stolen, the officer shall promptly return same to the licensee and obtain a receipt therefor, as aforesaid.

3-11-20: WAITING PERIOD: Every licensee, except auction houses, shall keep all property purchased or received from an individual for inspection for a period of seven (7) calendar days before it can be sold or traded. The waiting period may be waived in writing by the Chief of Police or by his authorized representative.

Every bonafide auction house shall maintain an accurate record of all transactions, listing the full first name, middle initial, and last name of all buyers, residential address or business name and address, date of birth and physical description. The buyer shall sign the record of transaction.

Every auction house operating a regular secondhand store for the sale of merchandise, other than at auction, shall comply with all provisions of this Ordinance the same as a secondhand store or a secondhand dealer.

3-11-21: FALSE OF MISLEADING APPLICATION: In addition to being subject to penalty as hereinafter set forth, any person which obtains a license as herein provided by furnishing the City with a false or misleading application shall, upon the discovery thereof, suffer an immediate revocation of such license and forfeiture of all fees paid.

3-11-22: **PENALTY:** Any person who shall violate any of the provisions of this Chapter shall upon conviction be subject to a fine of not less than FIFTY (\$50.00) DOLLARS nor more than FIVE HUNDRED (\$500.00) DOLLARS for each offense. Each day any violation of any provision of this Chapter shall continue shall constitute a separate offense. The licensee shall be fully responsible for any violation of this Chapter occasioned by or with the condonation of the licensee's partners, officers, shareholders, agents, or employees; any such violation shall be imputed to the licensee.

ORDINANCE NO. 2712-14/15

AN ORDINANCE AUTHORIZING THE SALE OF REAL PROPERTY

WHEREAS, the CITY OF PEKIN, ("City") owns approximately 1.51± acres as legally described in Exhibit "A" (Plat of Survey) attached hereto and incorporated herein by reference thereto; and

WHEREAS, Seller is desirous of selling said 1.51± acre, tract of real estate to JOHNSON MECHANICAL SERVICE INC. ("Buyer"); and

WHEREAS, it is deemed in the best interests of the CITY OF PEKIN to sell said property; and

WHEREAS, the City and the Buyer have negotiated a proposal to purchase the Property; and

WHEREAS, the City Council has found and determined it in the best interests of the CITY OF PEKIN and its residents that the CITY OF PEKIN sell said 1.51± acre, tract of real estate; and

WHEREAS, the CITY OF PEKIN is a home rule unit of government under Section 6 of Article VII of the 1970 Constitution of the State of Illinois.

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

SECTION I. That the CITY OF PEKIN finds as facts the recitals herein above set forth.

SECTION II. That the Agreement to Sell between the CITY OF PEKIN and JOHNSON MECHANICAL SERVICE INC., for the sum of Fifteen Thousand One Hundred Dollars and No

Cents (\$15,100.00) Dollars is hereby accepted by the CITY OF PEKIN, and said real estate shall be sold to the Buyer.

SECTION III. That the Mayor and City Clerk are hereby authorized, respectively, for and on behalf of the CITY OF PEKIN, to execute and attest documents as may be necessary to consummate the transaction contemplated herein.

SECTION IV. All Ordinances or portions thereof in conflict with this Ordinance are hereby repealed.

SECTION V. That this Ordinance shall be in full force and effect from and after its passage, approval, and publication as may be required by law.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTANING: _____

PASSED in the due form of law by the City Council of the CITY OF PEKIN, Tazewell and Peoria Counties, Illinois, at its regular meeting held on the ____ day of _____, 2014.

MAYOR

ATTEST:

CITY CLERK

EXHIBIT "A"
PLAT OF SURVEY



- | | | | |
|---|---------------------|---------------------------|--|
|  | BUILDING | PURPOSED SANITARY SERVICE | |
|  | CONCRETE | PURPOSED WATER SERVICE | |
|  | STIPULATED FANLIGHT | PURPOSED GAS SERVICE | |
| | | PURPOSED STORM SEWER | |
| | | PURPOSED STREET LIGHT | |
| | | BUILDING RETRACK LINE | |
| | | COSTING WATER | |
| | | COSTING GAS | |
| | | COSTING STORM SEWER | |
| | | COSTING FIRE PROTECT | |



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk & City Manager

From: Michael Guerra, City Engineer

AGENDA ITEM: Engineering Agreement with Midwest Engineering Associates for the Allentown Road Improvements

AGENDA DATE REQUESTED: November 24, 2014

ACTION REQUESTED: To approve the Engineering Agreement with Midwest Engineering Associates for the Allentown Road Improvements in the amount of \$36,082.67

DESCRIPTION: This request is to enter into an agreement with Midwest Engineering Associates for the engineering services for the design of the Allentown Road Improvements. This agreement covers both phase 1 which is the preliminary/environmental engineering and phase II which is the final design ensuring the federal requirements are met for the funding. The City received Highway Safety Improvement Program (HSIP) funding to improve the dangerous curve on Allentown Road at the eastern City limits. With this funding the City is responsible for 10% of the cost for both the engineering and construction.

I recommend this agreement is approved so that the engineering work may begin.

FINANCIAL IMPACT: \$3,608.27 (10% of \$36,082.67) from Motor Fuel Tax Fund

NEIGHBORHOOD CONCERNS: none.

IMPACT IF APPROVED: The city can ensure that the design requirements for the federal funded project are met in a timely fashion.

IMPACT IF DENIED: The City of Pekin will not have enough personnel or resources to ensure that all the requirements are met for the federal funded project. Therefore the funding will be jeopardized.

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:	11/17/14
Finance Department (Certification of Availability of Funds):	
Date:	
Corporation Counsel:	
Date:	
City Manager:	
Date:	11/17/14

Local Agency	LOCAL A G E N C Y	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Federal Participation	Consultant
City of Pekin			Midwest Engineering Associates
County			Address
Tazewell			140 E. Washington Street
Section			City
14-00190-00-SP			East Peoria
Project No.			State
Job No.			Illinois
Contact Name/Phone/E-mail Address			Zip Code
Mike Guerra			61611
309-478-5348			Contact Name/Phone/E-mail Address
mmguerra@ci.pekin.il.us			Ken Coulter
			309-222-8587
			kccoulter@mweainc.com

THIS AGREEMENT is made and entered into this _____ day of _____, 2014 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

Project Description

Name Allentown Road Improvement Route FAU 6765 Length 1100 Structure No. _____
Termini From a point being 1200 feet east of Court Street to a point being 2300 feet east of Court Street

Description Design improvements to Allentown Rd including modifying the horizontal and vertical alignment, safety improvements including widened shoulders, signs and safety slopes. Design work includes Ph I and Ph II work

Agreement Provisions

I. THE ENGINEER AGREES,

- To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
- To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.
- To complete the services herein described within 365 calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
- The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
- That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
- That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
- That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
- That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

9. The undersigned certifies neither the ENGINEER nor I have:
- employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
 - agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
 - have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
11. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).
13. Scope of Services to be provided by the ENGINEER:
- ☒ Make such detailed surveys as are necessary for the planning and design of the PROJECT.
 - ☐ Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
 - ☐ Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
 - ☐ Design and/or approve cofferdams and superstructure shop drawings.
 - ☐ Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
 - ☒ Prepare the necessary environmental and planning documents including the Project Development Report, Environmental Class of Action Determination or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
 - ☒ Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
 - ☒ Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
 - ☒ Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
 - ☐ 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.
 - ☒ Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
 - ☒ Furnish the LA with survey and drafts in quadruplicate 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.

II. THE LA AGREES,

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee

- ☐ CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
☒ CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or
☐ CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where: DL = Direct Labor
IHDC = In House Direct Costs
OH = Consultant Firm's Actual Overhead Factor
R = Complexity Factor

Specific Rate

- ☐ (Pay per element)

Lump Sum

- ☐ _____

3. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

☐ With Retainage

- a) For the first 50% of completed work, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) After 50% of the work is completed, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) Final Payment – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

☒ Without Retainage

- a) For progressive payments – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - b) Final Payment – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
4. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

III. IT IS MUTALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.
2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LA or to the STATE, without restriction or limitation as to their use.

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- a. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
- f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LA deems appropriate.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Midwest Engineering Associates, Inc.	27-2629787	\$36,000.00
Sub-Consultants:	TIN Number	Agreement Amount
Whitney and Associates	37-0948458	\$2,313.50
	Sub-Consultant Total:	\$2,313.50
	Prime Consultant Total:	\$33,686.50
	Total for all Work:	\$36,000.00

Executed by the LA:

(Municipality/Township/County)

ATTEST:

By: _____
Clerk

By: _____
Title: _____

(SEAL)

Executed by the ENGINEER:

ATTEST:

By: Robert D. Lep
Title: Sr. Project Manager

MIDWEST ENGINEERING ASSOCIATES, INC.
By: Ken Court
Title: PROJECT MANAGER

Route: Allentown Road
Local Agency: City of Pekin
(Municipality/Township/County)
Section: 14-00190-00-SP
Project: Allentown Road Improvement
Job No.:

***Firm's approved rates on file with IDOT'S
Bureau of Accounting and Auditing:**

Overhead Rate (OH)	123.68	%
Complexity Factor (R)	0.00	
Calendar Days	365	

Method of Compensation:

- | | |
|-------------------------------------|------------------------------------|
| ☐ | 14.5%[DL + R(DL) + OH(DL) + IHDC] |
| ☒ | 14.5%[DL + R(DL) + 1.4(DL) + IHDC] |
| ☐ | 14.5%[(2.3 + R)DL + IHDC] |
| ☐ | |
| ☐ | |
- Cost Plus Fixed Fee 1
- Cost Plus Fixed Fee 2
- Cost Plus Fixed Fee 3
- Specific Rate
- Lump Sum

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
Project Admin/Coord	Engineer V	8.00	\$58.15	\$465.20	\$575.35			\$161.89	\$1,202.45
Phase I	Engineer V	24.00	\$58.15	\$1,395.60	\$1,726.07			\$485.67	\$3,607.35
Phase I	Engineer III	20.00	\$37.66	\$753.20	\$931.55			\$262.11	\$1,946.87
Phase I	Technician III	16.00	\$29.33	\$469.28	\$580.40			\$163.31	\$1,212.99
Phase I	Administrative	8.00	\$22.00	\$176.00	\$217.67			\$61.25	\$454.92
Phase II	Engineer V	44.00	\$58.15	\$2,558.60	\$3,164.47			\$890.39	\$6,613.47
Phase II	Engineer III	105.00	\$37.66	\$3,954.30	\$4,890.68			\$1,376.10	\$10,221.07
Phase II	Technician III	70.00	\$29.33	\$2,053.10	\$2,539.27			\$714.48	\$5,306.85
Field Surveying	Field Tech II	24.00	\$24.77	\$594.48	\$735.25			\$206.88	\$1,536.61
ROW Plats	Technician IV	18.00	\$35.82	\$644.76	\$797.43			\$224.38	\$1,666.58
Soil Borings						\$2,313.50			\$2,313.50
Totals		321.00		\$12,461.96	\$15,412.89	\$2,313.50			\$36,082.67

TIN Number

Job Number[illegible]

Date _____

BLR 05610 (Rev. 9/06)



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 Allentown Road Improvement Project

AGENDA DATE REQUESTED: November 24, 2014

ACTION REQUESTED: Approve Resolution for the expenditure of MFT Funds for Allentown Town Road Improvements in the amount of \$54,000.00

DESCRIPTION: This is the resolution is for the expending of MFT Funds for the Allentown Road Improvements Project. This will allow MFT funding to cover the total cost of the City's portion of the project which includes design engineering and construction. The overall project is estimated to cost \$540,000 in which the City received HSIP funding. This funding provides 90% of the cost with a 10% local match therefore this resolution will allow the City to utilize Motor Fuel Tax funding for the City's portion.

I recommend that this resolution be approved.

FINANCIAL IMPACT: \$54,000 of MFT Funds

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: MFT Funds will be used to cover the City's cost for the project

IMPACT IF DENIED: MFT Funds will not be used to cover the City's cost of the project

ALTERNATIVES: Use General Funds to cover the cost

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: 11/17/14

Finance Department (Certification of Availability of Funds):

Date:

Corporation Counsel:

Date:

City Manager:

Date: 11/17/14

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

RESOLUTION NO. 109-14/15



**Illinois Department
of Transportation**

**Resolution for Improvement by
Municipality Under the Illinois
Highway Code**

BE IT RESOLVED, by the Council of the
City of Pekin Illinois
that the following described street(s) be improved under the Illinois Highway Code:

Name of Thoroughfare	Route	From	To
Allentown Road	FAU 6765	1200ft East of IL 9	2300ft East of IL 9

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of Design improvements to Allentown Road including modifying
the horizonatal and vertical alignment to improve desgins speed. Widen and pave shoulders, add signage to
improve safety. Also flattng side slopes, improving superelevation and drainage improvements. Design
engineering includes both phase I and phase II.

and shall be constructed 36 ft wide
and be designated as Section 14-00190-00-SP

2. That there is hereby appropriated the (additional ☐ Yes ☐ No) sum of Fifty four thousand
Dollars (\$54,000.00) for the
improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by Contract ; and,

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

Approved	I, <u>Sue McMillan</u> Clerk in and for the
	City of <u>Pekin</u>
	City, Town or Village
	County of <u>Tazewell</u> , hereby certify the
	foregoing to be a true, perfect and complete copy of a resolution adopted
	by the <u>Council</u>
	<u>Council or President and Board of Trustees</u>
	at a meeting on <u>November 24, 2014</u>
	<u>Date</u>
	IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this
	<u>24</u> day of <u>November</u>
	(SEAL)
	<u>City, Town, or Village Clerk</u>



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 Maintenance Engineering for Veterans Drive Overlay Project

AGENDA DATE REQUESTED: November 24, 2014

ACTION REQUESTED: To approve the Maintenance Engineering Agreement with Maurer-Stutz for the Veterans Drive Overlay Project in the amount of \$9,481.93

DESCRIPTION: This request is to enter into an agreement with Maurer-Stutz to provide the preliminary engineering for Veterans Drive Overlay maintenance project. This is a standard agreement that is required to be utilized for motor fuel tax (MFT) maintenance projects with the utilization of consultants. Maurer-Stutz will provide the City with the required plans, specifications and documentation required for MFT funded projects. These requirements have increased over the years creating a time consuming task for a simple maintenance project. With several other projects occurring simultaneously in the City, by utilizing Maurer-Stutz to assemble these documents will allow this project to stay on schedule for a spring construction. This will ensure that all of Veterans Drive is in acceptable condition for the addition of Veterans Drive from IL 9 to IL 29.

FINANCIAL IMPACT: \$9481.93 from Motor Fuel Tax Fund

NEIGHBORHOOD CONCERNS: none.

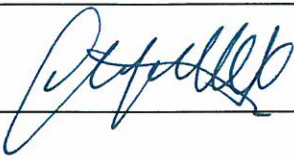
IMPACT IF APPROVED: The city can ensure that the design requirements for the MFT funded projects are met in a timely fashion.

IMPACT IF DENIED: The City of Pekin will not have enough personnel to ensure that all the requirements are met for MFT funded project and over extend 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: 11/14/14	
Finance Department (Certification of Availability of Funds):	
Date:	
Corporation Counsel:	
Date:	
City Manager: 	
Date: 11/14/14	



Illinois Department of Transportation

Maintenance Engineering to be Performed by a Consulting Engineer (to be attached to BLR 14231 or BLR 14221)

Local Agency City of Pekin
Section Number 15-00000-01-GM

The services to be performed by the consulting engineer, pertaining to the various items of work included in the estimated cost of maintenance operations (BLR 14231 or BLR 14221), shall consist of the following:

PRELIMINARY ENGINEERING shall include:

Investigation of the condition of the streets or highways for determination (in consultation with the local highway authority) of the maintenance operations to be included in the maintenance program; preparation of the maintenance resolution, maintenance estimate of cost and, if applicable, proposal; attendance at meetings of the governing body as may reasonably be required; attendance at public letting; preparation of the contract and/or acceptance of BLR 12330 form. The maintenance expenditure statement must be submitted to IDOT within 3 months of the end of the maintenance period.

ENGINEERING INSPECTION shall include:

Furnishing the engineering field inspection, including preparation of payment estimate for contract, material proposal and/or deliver and install proposal and/or checking material invoices of those maintenance operations requiring engineering field inspection, as opposed to those routine maintenance operations as described in Chapter 14-2.04 of BLRS Manual, which may or may not require engineering inspection.

For furnishing preliminary engineering, the engineer will be paid a base fee PLUS a negotiated fee percentage. For furnishing engineering inspection the engineer will be paid a negotiated fee percentage. The negotiated preliminary engineering fee percentage for each group shown in the "Schedule of Fees" shall be applied to the total estimated costs of that group. The negotiated fee for engineering inspection for each group shall be applied to the total final cost of that group for the items which required engineering inspection. In no case shall this be construed to include supervision of contractor operations.

SCHEDULE OF FEES

Total of the Maintenance Operation	Base Fee
☒ > \$20,000	\$1,250.00
☐ ≤ \$20,000 (Negotiated: \$1,250 Max.)	

PLUS

Group	Preliminary Engineering		Engineering Inspection		Operation to be Inspected
	Acceptable Fee %	Negotiated Fee %	Acceptable Fee %	Negotiated Fee %	
I	NA	NA	NA	NA	NA
IIA	2%		1%		
IIB	3%		3%		
III	4%		4%		
IV	5%	5%	6%	6%	

By: _____
Local Agency Official Signature

Title

Date

By: _____
Consulting Engineer Signature

Title

Date



P.E. License
Expiration Date



Request for Expenditure/Authorization of Motor Fuel Tax Funds

For District Use Only	
Transaction Number _____	
Date _____	
Checked by _____	

Municipality City of Pekin
County Tazewell
Rd. District _____
Section 15-00000-01-GM

I hereby request authorization to expend Motor Fuel Tax Funds as indicated below.

Purpose	Amount
Contract Construction	_____
Day Labor Construction	_____
Right-of-Way (Itemized On Reverse Side).....	_____
Engineering	_____
Maintenance Engineering	9,481.93
Engineering Investigations	_____
Other Category	_____
Obligation Retirement	_____
Maintenance.....	164,638.50
Co. Eng./Supt. Salary & Expenses (Period from _____ to _____)	_____
IMRF or Social Security	_____
Interest _____	_____
_____	_____
_____	_____
Total	\$ 174,120.43

Comments _____

Date _____ , _____

Signed by _____

Title of Official

Approved

Date
Department of Transportation

Regional Engineer

Itemization of Right-of-Way Request

[illegible]



Local Public Agency: City of Pekin
County: Tazewell
Section Number: 15-00000-01-GM

Section Number: 15-00000-01-GM

[illegible]

Approved:

Regional Engineer

Date _____



Illinois Department of Transportation

Maintenance Engineering to be Performed by a Consulting Engineer (to be attached to BLR 14231 or BLR 14221)

Local Agency City of Pekin
Section Number 15-00000-01-GM

The services to be performed by the consulting engineer, pertaining to the various items of work included in the estimated cost of maintenance operations (BLR 14231 or BLR 14221), shall consist of the following:

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ENGINEERING INSPECTION shall include:

Furnishing the engineering field inspection, including preparation of payment estimate for contract, material proposal and/or deliver and install proposal and/or checking material invoices of those maintenance operations requiring engineering field inspection, as opposed to those routine maintenance operations as described in Chapter 14-2.04 of BLRS Manual, which may or may not require engineering inspection.

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SCHEDULE OF FEES

Total of the Maintenance Operation	Base Fee
☒ > \$20,000	\$1,250.00
☐ ≤ \$20,000 (Negotiated: \$1,250 Max.)	

PLUS

Group	Preliminary Engineering		Engineering Inspection		Operation to be Inspected
	Acceptable Fee %	Negotiated Fee %	Acceptable Fee %	Negotiated Fee %	
I	NA	NA	NA	NA	NA
IIA	2%		1%		
IIB	3%		3%		
III	4%		4%		
IV	5%	5%	6%	6%	

By: _____
Local Agency Official Signature

By: _____
Consulting Engineer Signature

Title

Title

Date

Date

P.E. License
Expiration Date







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 Veterans Drive Overlay

AGENDA DATE REQUESTED: November 24, 2014

ACTION REQUESTED: Approve Resolution for the expenditure of MFT Funds for Veterans Drive Overlay Project in the amount of \$200,000.00

DESCRIPTION: This is the resolution is for the expending of MFT Funds for the Veterans Drive Overlay Project. This will allow MFT funding to cover the total cost of project which includes design engineering and construction.

I recommend that this resolution be approved.

FINANCIAL IMPACT: \$200,000.00 of MFT Funds

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: MFT Funds will be used to cover the cost for the project

IMPACT IF DENIED: MFT Funds will not be used to cover the cost of the project

ALTERNATIVES: Use General Funds to cover the cost

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: 11/14/14

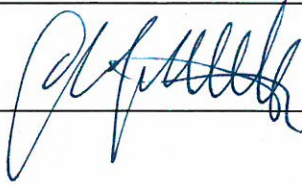
Finance Department (Certification of Availability of Funds):

Date:

Corporation Counsel:

Date:

City Manager:

Date: 11/14/14 

RESOLUTION NO. 110-14/15



**Illinois Department
of Transportation**

Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code

BE IT RESOLVED, by the Council of the
(Council or President and Board of Trustees)
City Pekin of Pekin, Illinois, that there is hereby
(City, Town or Village) (Name)
appropriated the sum of \$200,000.00 of Motor Fuel Tax funds for the purpose of maintaining
streets and highways under the applicable provisions of the Illinois Highway Code from January 1, 2015
(Date)
to December 31, 2015
(Date)

BE IT FURTHER RESOLVED, that only those streets, highways, and operations as listed and described on the approved Municipal Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that the Clerk shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

BE IT FURTHER RESOLVED, that the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at Peoria, Illinois.

I, Sue McMillan Clerk in and for the City
(City, Town or Village)
of Pekin, County of Tazewell

hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by

the Council at a meeting on _____
(Council or President and Board of Trustees) Date

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

(SEAL) _____ City _____ Clerk
(City, Town or Village)

Approved _____ Regional Engineer Department of Transportation _____ Date

INTERGOVERNMENTAL AGREEMENT
FOR
ANIMAL & RABIES CONTROL SERVICES

THIS AGREEMENT, entered into this 1st day of January 2015, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as "County") and the City of Pekin, a unit of local government of the State of Illinois (hereinafter referred to as "Municipality"), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

In consideration of the payment by Municipality to the County of the sum of \$45,045.96, County agrees to provide the following Animal and Rabies Control services through the Tazewell County Animal & Rabies Control Department, its administrator, director, deputies, and agents as follows.

1. The County shall respond to calls and attempt to pick up animals running at large within the corporate limits of the Municipality between the hours of 8:00 a.m. and 4:00 p.m. seven (7) days a week, including the weekends, but excepting regularly scheduled County Holidays.
2. The County shall attempt to pick up animals running at large on an emergency basis only between the hours of 4:00 p.m. and 8:00 a.m. the next morning on the basis of seven (7) days a week, including weekends. With respect to regularly scheduled County Holidays, the County shall attempt to pick up dogs running at large both day and night on an **emergency basis only**. For the purpose of this Contract, an emergency shall be deemed to exist only in those instances where the call involves a bit case or dangerous dog. Emergency calls shall be placed by the City or Village authorities or a citizen of the Municipality to either the Sheriff's Department (346-4141) or the Tazewell County Animal & Rabies Control facility (477-2270 or 694-6287). All calls placed by citizens, police, or governmental bodies will be answered as soon as possible during regularly scheduled working days between the hours of 8:00 a.m. and 4:00 p.m., Monday thru Friday. Responses to night calls and emergency calls shall be made by the Tazewell County Animal Control Warden who is then on duty.
3. The County of Tazewell shall accept and make reasonable response to complaints of citizens concerning dogs running at large within the corporate limits of the Municipality.
4. The County shall make regular and irregular patrols thru the corporate limits of the Municipality one day a week at regular and irregular hours. The Warden making the patrol will attempt to notify an authority within the Municipality prior to making such a patrol.
5. The County shall take custody and impound animals apprehended within the corporate limits of the Municipality at the Tazewell County Animal & Rabies facility.
6. The County of Tazewell shall require proof of payment of Municipal reclamation fees to the Municipality by owners of animals sought to be redeemed before releasing said animal from custody.
7. The County of Tazewell shall provide humane treatment of animals removed from the corporate limits of the Municipality during the period of impounding.

8. The County of Tazewell shall make reasonable efforts to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag capable of identifying ownership. Upon identifying the owner or any such animal, an attempt will be made for immediate notification to said owner. A letter shall be mailed to the last known address of the owner notifying him of the impoundment of his animal. Said notification will give notice to the owner that the animal shall be destroyed after the passage of seven (7) days if not reclaimed in accordance with law by the owner. An affidavit or testimony of the Administrator, or his authorized agent, who mails such notice shall be prima facie evidence of the receipt of said notice by the owner of such animal.
9. It is mutually understood and agreed that any animal apprehended from within the corporate limits of the Municipality and impounded at the Tazewell County Animal and Rabies Control Shelter, with respect to whom the owner is unknown but which unknown owner has failed to claim the animal within four (4) working days, shall be humanely dispatched or placed for adoption at the discretion of the Director of the Tazewell County Animal & Rabies Control Department pursuant to the provisions of the Animal Control Act of the State of Illinois.
10. It is further understood and agreed that the consideration payable by the Municipality to the County may at the option of the Municipality be paid in equal monthly installments.
11. This Agreement shall become effective on the 1st day of January, 2015, and shall be in full force and effect for a period of one (1) year.
12. This contract shall be governed by the interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated by reference.
13. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other or further breach of this contract or any provision thereof.
14. This contract is severable, and the invalidity, or unenforceability of any provision of this contract, or a part thereof, should not render the remainder of the contract invalid or unenforceable.
15. This contract may not be assigned by either party without the written consent of the other party.
16. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
17. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto.
18. The parties hereto agree that the foregoing constitutes all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date above first noted.

PASSED this _____ day of _____, _____.

Tazewell County Board Chairman

ATTEST:

Tazewell County Clerk

MUNICIPALITY:

Mayor or Village Board President

TAZEWELL COUNTY ANIMAL & RABIES CONTROL:

Director

ANNUAL AMOUNT: \$45,045.96

MONTHLY AMOUNT \$3,753.83

Tazewell County

Animal Control

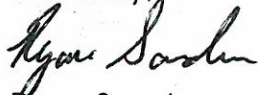
November 4, 2014

To Whom It May Concern:

Please find enclosed the Intergovernmental Agreement for Animal & Rabies Control for 2015. Tazewell County proposes a continuation of the contract at the same fee as 2014.

I would be happy to speak with a representative on this issue at your convenience or attend a Village Board or City Council meeting to discuss the animal control contract. Please contact me at 309-925-3370 if you have any questions or comments. I look forward to hearing from you.

Sincerely,



Ryan Sanders
Director of Animal Control



21314 Illinois Route 9
P.O. Box 158
Tremont, IL 61568
309-477-2270
309-925-3370

