



City of Pekin

REGULAR CITY COUNCIL MEETING MONDAY, OCTOBER 22, 2018 5:30 PM

1.	Pledge of Allegiance
2.	Call to Order
3.	Approve Agenda
3.1.	Approve agenda
4.	Approval of Minutes
4.1.	Approval of Minutes
4.2.	City Council - Regular Meeting - Oct 8, 2018 5:30 PM
5.	Public Input
6.	Consent Agenda
6.1.	Amendment to Scheduled Council Meetings Dates
6.2.	September 2018 Building Report ACTION REQUESTED: Receive and file September 2018 Building Department Report
6.3.	PD STATS - SEPTEMBER 2018 ACTION REQUESTED: Receive and File – PD Stats, September 2018
6.4.	Tazewell County Animal Control Billing - September 2018 ACTION REQUESTED: Receive and File Tazewell County Animal Control Billing September 2018
7.	New Business
7.1.	Master Service Agreement with Farnsworth Group, Inc. for storm water related projects ACTION REQUESTED: Master Service Agreement with Farnsworth Group, Inc. for storm water related projects.
7.2.	Master Service Agreement with Crawford, Murphy and Tilly for storm water related

	projects ACTION REQUESTED: To approve a Master Service Agreement with Crawford, Murphy, and Tilly for storm water related projects.
7.3.	Master Service Agreement with Midwest Engineering Associates for storm water related projects ACTION REQUESTED: To approve a Master Service Agreement with Midwest Engineering Associates, Inc. for storm water related projects.
7.4.	Occupancy License Agreements with Tazewell & Peoria Railroad, Inc. for Combination Sewer Construction ACTION REQUESTED: To approve three Occupancy License Agreements with Tazewell and Peoria Railroad, Inc. to allow for the installation of the new Combination Sewer Outfall (CSO) interceptor sewer.
7.5.	Resolution No. 118-18/19 Lease-Purchase Agreement for Street Sweeper ACTION REQUESTED: To approve the resolution for a Governmental Lease-Purchase agreement with TCF Equipment Finance, a division of TCF National Bank for the purchase of the Tymco Street Sweeper
7.6.	Resolution No.119-18/19 Agency Agreement with Illinois Department of Transportation for Front Street for Engineering ACTION REQUESTED: To approve the agency agreement for federal participation with Illinois Department of Transportation for the Competitive Freight Program funding on Front Street for design engineering.
7.7.	Resolution No. 120-18/19 Approve the increase in the lease rate for T-Hangars at the Pekin Municipal Airport ACTION REQUESTED: To approve Resolution No. 120-18/19 to increase the rate of T-hangar leases by an amount of \$25 a month.
8.	Any Other Business To Come Before The Council
9.	Executive Session 5 ILCS 120/2 (c)
10.	Adjourn

Column 2 Key:

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

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

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

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

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

 PROCEEDINGS OF THE REGULAR MEETING
 OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
 HELD IN THE COUNCIL CHAMBERS OF CITY HALL
 111 S. CAPITOL ST
 ON MONDAY OCTOBER 8, 2018 AT 5:30 O'CLOCK P.M.
 JOHN MCCABE * CHAIR * PRESIDING

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor McCabe. All Council Members were present. A quorum was declared by Mayor McCabe.

Attendee Name	Title	Status	Arrived
James A Schramm	Council Member	Present	5:18 PM
Michael Garrison	Councilman	Present	4:19 PM
Lloyd Orrick	Mayor Pro-Tem	Present	4:18 PM
John P Abel	Council Member	Present	4:19 PM
Michael Ritchason	Council Member	Present	5:17 PM
Mark Luft	Council Member	Present	5:21 PM
John McCabe	Mayor	Present	4:18 PM

APPROVE AGENDA

3.1. Motion to: **Approve agenda**

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Garrison, Councilman
SECONDER:	Mark Luft, Council Member
AYES:	Schramm, Garrison, Orrick, Abel, Ritchason, Luft, McCabe

APPROVAL OF MINUTES

4.1. Motion to: **Approval of Minutes**

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Garrison, Councilman
SECONDER:	Michael Ritchason, Council Member
AYES:	Schramm, Garrison, Orrick, Abel, Ritchason, Luft, McCabe

4.2. City Council - Special Meeting - Aug 20, 2018 5:00 PM

4.3. City Council - Regular Meeting - Sep 24, 2018 5:30 PM

PUBLIC INPUT

Deborah Rathmel from the First United Methodist Church approached the podium and explained the mats they are making for the homeless to Council.

Dave Nutter spoke regarding the police computer systems and the proposed change to the liquor code, in favor of both items.

John McNish addressed 7.1 and asked Council to caution themselves and suggested an approved list of establishments to be placed in the Code. He spoke in favor of the pouring

Minutes Acceptance: Minutes of Oct 8, 2018 5:30 PM (Approval of Minutes)

age.

CONSENT AGENDA

- 6.1. **International Alpha Delta Kappa Month**
- 6.2. **Liquor Commission Minutes August 30, 2018**
- 6.3. **Liquor Commission Minutes for June 28, 2018**
- 6.4. **Motion to: Motion to Approve Consent Agenda**

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Mark Luft, Council Member
SECONDER:	John P Abel, Council Member
AYES:	Schramm, Garrison, Orrick, Abel, Ritchason, Luft, McCabe

NEW BUSINESS

- 7.1. **Ordinance No. 2804-18/19 Amending Title 3, Chapter 3, Section 6 of the Code of the City of Pekin 1995 Regarding Employees Under the Age of 18 Years**
Mayor McCabe presented the item requesting the Liquor Code be amended for 18 year old employees to pour. The Mayor discussed how the bar & grill is used in a generic fashion. The amended code would only be applied to establishments who have 50% or more of sales from food not alcohol.

City Attorney Burt Dancey explained to Council the definition of a restaurant from the current Liquor Code.

Mayor McCabe explained that the serving age is already set at 18 years of age and that the proposed ordinance changes things to serve and pour but a bartender 21 years of age must be present and all BASSET trained.

City Attorney, Burt Dancey, explained that if an 18 year old serves underage the owner and server would both get fined.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Mark Luft, Council Member
SECONDER:	Michael Ritchason, Council Member
AYES:	Schramm, Garrison, Orrick, Abel, Ritchason, Luft, McCabe

- 7.2. **Resolution No. 117- 18/19 Vehicle Maintenance Agreement for Head Start**
Fleet Manager, Dan Jost, presented item 7.2, the Vehicle Maintenance Agreement for Head Start. The City has historically provided vehicle maintenance to Tazewell-Woodford head Start. The agreement is similar from the past, the only addition being a \$25 shop supply fee. This helps to keep track of hard to track items such as fluids, rags and other supplies. Parts shall be billed at cost plus 28% of cost. Gas purchase shall be billed at cost plus \$0.05 per gallon.

Council Member Orrick expressed his concern for the Union Agreement. He inquired as to whether the City would breakeven with 2% in pay raises.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Lloyd Orrick, Mayor Pro-Tem
SECONDER:	Michael Ritchason, Council Member
AYES:	Schramm, Garrison, Orrick, Abel, Ritchason, Luft, McCabe

- 7.3. **Agency Agreement with Illinois Department of Transportation for the Rehabilitation of the Runway at the Pekin Municipal Airport**
Interim City Manager, Mark Rothert, presented the IDOT Agency Agreement for the Runway Reconstruction Project. Mr. Rothert explained that this is a funding agreement with the State and two Council meetings ago approved to concur with the State to award it. 95% is covered by the State and the City's share is 5%. We pay upfront and work will begin next spring. This is more of a procedural agreement to allocate the funds. The Council and Mr. Rothert discussed that the airport is backed by the General Fund and that no physical transfer takes place, but just a line item update. The money is spent in this year's budget.

Council discussed the budget line items.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Michael Ritchason, Council Member
SECONDER:	Lloyd Orrick, Mayor Pro-Tem
AYES:	Schramm, Garrison, Orrick, Abel, Ritchason, Luft, McCabe

- 7.4. **Purchase of Five (5) Squad Car Computers Not To Exceed \$25,000.**
Chief John Dossey, presented the purchase of five computers for squad cars. He explained that they are in the process of changing out older technology. During conversations in the Spring, the Police Department thought they were staying up to date, but compliance means coming back sooner rather than later. Typically the department asks for 5, but they actually need 7. The money is coming out of a restricted fund that is administered by the State out of DUI funds, it is non-taxpayer funds. This money was generated by fines charged in DUI court when found guilty. The additional cost to purchase 7 is \$10,000.

Council members and Finance Director, Bruce Marston, discussed budget line item numbers.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	James A Schramm, Mark Luft
SECONDER:	Lloyd Orrick, Mayor Pro-Tem
AYES:	Schramm, Garrison, Orrick, Abel, Ritchason, Luft, McCabe

- 7.5. Motion to: **Motion to Amend 7.4 to Not to Exceed 35,000 for 7 Computers**

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Mark Luft, Council Member
SECONDER:	Lloyd Orrick, Mayor Pro-Tem
AYES:	Schramm, Garrison, Orrick, Abel, Ritchason, Luft, McCabe

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Dave Nutter approached Council asking for clarification of the budget issue with the airport. He expressed that he does not see how the transfer for land improvements works.

Scott Shipp presented to Council handouts regarding a code violation he received. City Attorney, Burt Dancey explained that the fine of \$3,000 will be waived because Mr. Shipp had done what the City had asked. Mr. Dancey asked that he wait and explain the circumstances to Mr. Lebegue to move forward.

John McNish inquired about the Treasurer's Report.

City Engineer Michael Guerra answered Mr. Nutter's question regarding the land improvement line item.

Deputy City Clerk, Nicole Stewart, announced that Fall Fun Fest is this Friday from 5-11 PM with kids' activities, adult beverages, bonfire, live music and food trucks.

Mayor McCabe announced that it is breast cancer awareness month.

Council Member Abel expressed to Council the complaints he has been receiving about motorized bikes. He also pointed out that grain trucks are not being issued tickets on Court St and they need to know it's been changed.

Interim City Manager informed Council that Mr. Lebegue sent a letter to an owner to clean up a lot and bring it up to a level with grass by mid-November of next month or could be fined daily if not brought up to code.

Council member Luft announced that he tabled agenda item in April on the employee handbook and asked that it get on the future agenda. He also asked that a copy of the ordinance regarding parking a boat or motor home in a driveway be sent to Council members.

City Engineer, Michael Guerra explained that we are looking into the street department to make signs that state no thru traffic or truck traffic for Court St. Google maps may not have updated the transition.

EXECUTIVE SESSION 5 ILCS 120/2 (C) 6. SETTING A PRICE FOR SALE OR LEASE OF MUNICIPAL OWNED PROPERTY

9.1. Motion to: Motion to Move to Executive Session

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James A Schramm, Council Member
SECONDER:	Michael Ritchason, Council Member
AYES:	Schramm, Garrison, Orrick, Abel, Ritchason, Luft, McCabe

ADJOURN

No further action to come before the Council, motion was made by Council member Orrick, seconded by Council member Luft that Council adjourn. Motion carried viva voce. Mayor McCabe adjourned the meeting in open session at 6:59 PM.

Minutes Acceptance: Minutes of Oct 8, 2018 5:30 PM (Approval of Minutes)

**REQUEST FOR COUNCIL ACTION****To: Council Members****Date: October 17, 2018****From: Sue McMillan, City Clerk****Sue McMillan, City Clerk****AGENDA ITEM:** Amended Council Meeting dates**AGENDA DATE REQUESTED:** October 22, 2018**REQUIRED SIGNATURES****Department Directors and City Staff:**

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

CITY OF PEKIN
PEKIN, ILLINOIS

OFFICE OF CITY CLERK

AS OF JANUARY 1, 2018

AMENDED 10-22-18

MEETINGS OF OFFICIAL BODY OF
THE CITY OF PEKIN, ILLINOIS
HELD IN CITY HALL COUNCIL CHAMBERS
111 SOUTH CAPITOL STREET
CITY COUNCIL
2ND AND 4TH MONDAY OF EACH MONTH UNLESS INDICATED

JANUARY 8, 2018	JANUARY 22, 2018
FEBRUARY 12, 2018	FEBRUARY 26, 2018
MARCH 12, 2018	MARCH 26, 2018
APRIL 9, 2018	APRIL 23, 2018
MAY 14, 2018	MAY 29, 2018 TUESDAY
JUNE 11, 2018	JUNE 25, 2018
JULY 9, 2018	JULY 23, 2018
AUGUST 13, 2018	AUGUST 27, 2018
SEPTEMBER 10, 2018	SEPTEMBER 24, 2018
OCTOBER 8, 2018	OCTOBER 22, 2018
NOVEMBER 13, 2018 TUESDAY	NOVEMBER 26, 2018
DECEMBER 10, 2018	DECEMBER 24, 2018 (TRADITIONALLY CANCELLED IN THE PAST)

Attachment: 2018 SCHEDULE OF COUNCIL MEETINGS AMENDED (1535 : Amended Council Meeting dates)



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: October 16, 2018

From: John Lebegue, Building & Inspections

AGENDA ITEM: September 2018 Building Report

AGENDA DATE REQUESTED: October 22, 2018

ACTION REQUESTED: Receive and file September 2018 Building Department Report

REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

September 2018

Cash Receipts Receipt Listing by GL

User: berps
Printed: 10/16/2018 - 6:25 AM



Account Number Receipt No	Void	Cust No	Name	Account Description	Receipt Date	Line Item Description	Amount
100-793-420800							
00579610	False	029250	Zamfir Pop	Electrical Contractors License	9/28/2018	Electrical License Fund: 100	100.00
100-793-425500							
00571674	False	000000	Freeman HVAC	Hvac Permit	9/4/2018	HVAC Permit	40.00
00575209	False	000000	J&H HVAC		9/11/2018	HVAC Permit	20.00
00575212	False	000000	Cool Tech Heating		9/11/2018	HVAC Permit	40.00
00575215	False	000000	Mucciantie Heating		9/11/2018	HVAC Permit	60.00
00575216	False	000000	Mucciantie Heating		9/11/2018	HVAC Permit	60.00
00575218	False	000000	Covenant Heating		9/11/2018	HVAC Permit	20.00
00575287	False	000000	Standard HVAC		9/11/2018	HVAC Permit	251.00
00575291	False	000000	Stubber Heating		9/11/2018	HVAC Permit	40.00
00575292	False	000000	Stubber Heating		9/11/2018	HVAC Permit	80.00
00575293	False	000000	Stubber Heating		9/11/2018	HVAC Permit	80.00
00575294	False	000000	Stubber Heating		9/11/2018	HVAC Permit	80.00
00575307	False	000000	Covenant HVAC		9/11/2018	HVAC Permit	40.00
00575430	False	000000	Freeman HVAC		9/12/2018	HVAC Permit	40.00
00576434	False	000000	Freeman HVAC		9/20/2018	HVAC Permit	40.00
00578570	False	000000	Service Inc		9/26/2018	HVAC Permit	40.00
00578588	False	000000	Leach and Company Inc		9/26/2018	HVAC Permit	120.00
00578605	False	000000	Absolute HVAC		9/26/2018	HVAC Permit	40.00
00578607	False	000000	Climate Control LTD		9/26/2018	HVAC Permit	40.00
00578612	False	000000	Lindsey HVAC		9/26/2018	HVAC Permit	80.00
00578614	False	000000	Fritch Heating		9/26/2018	HVAC Permit	20.00
00578622	False	000000	Jackson's Heating		9/26/2018	HVAC Permit	80.00
00578624	False	000000	Jackson's Heating		9/26/2018	HVAC Permit	160.00
Total:							100.00

Account Number Receipt No	Void	Cust No	Name	Account Description	Receipt Date	Line Item Description	Amount
00578634	False	000000	Climate Control		9/26/2018	HVAC Permit	40.00
00578656	False	000000	Climate Control		9/26/2018	HVAC Permit	40.00
00578658	False	000000	Fritch Heating		9/26/2018	HVAC Permit	40.00
00578662	False	000000	AAA Northgate Heating & Air		9/26/2018	HVAC Permit	40.00
00578663	False	000000	Climate Control		9/26/2018	HVAC Permit	60.00
00578665	False	000000	Climate Control		9/26/2018	HVAC Permit	80.00
00578666	False	000000	AAA Northgate HVAC		9/26/2018	HVAC Permit	20.00
00578669	False	000000	Cordis HVAC		9/26/2018	HVAC Permit	120.00
00578670	False	000000	Cordis HVAC		9/26/2018	HVAC Permit	40.00
00578671	False	000000	Cordis HVAC		9/26/2018	HVAC Permit	60.00
00578672	False	000000	Cordis HVAC		9/26/2018	HVAC Permit	40.00
00578673	False	000000	GP Systems		9/26/2018	HVAC Permit	120.00
00578678	False	000000	Covenant Heating		9/26/2018	HVAC Permit	20.00
Total:							2,171.00
Fund: 100							
Electrical Permits							
00575208	False	000000	Porter Electric		9/11/2018	Electrical Permit	43.00
00575217	False	000000	Central Illinois Electrical		9/11/2018	Electrical Permit	109.00
00575310	False	000000	Rumbold & Rumbold		9/11/2018	Electrical Permit	43.00
00575464	False	000000	Steve Shreffler		9/12/2018	Electrical Permit	43.00
00578613	False	000000	Laser Electric		9/26/2018	Electrical Permit	1,057.00
00578616	False	000000	Oberlander Electric		9/26/2018	Electrical Permit	43.00
00578630	False	000000	Schwartz Electric & Sign Co		9/26/2018	Electrical Permit	64.00
00578631	False	000000	Schwartz Electric		9/26/2018	Electrical Permit	43.00
00578636	False	000000	Dennis Electric		9/26/2018	Electrical Permit	43.00
00578640	False	000000	Porter Electric		9/26/2018	Electrical Permit	31.00
00578649	False	000000	Fryman Electric		9/26/2018	Electrical Permit	86.00
00578653	False	000000	Edward Berry		9/26/2018	Electrical Permit	43.00
00578659	False	000000	Drainage LLC		9/26/2018	Electrical Permit	43.00
00578675	False	000000	Peoria Electric		9/26/2018	Electrical Permit	86.00
Total:							1,777.00
Fund: 100							
Building And Rezoning Permit							
00574397	False	000000	Dan Pollman		9/7/2018	Building Rezoning Permits	50.00
00574958	False	000000	Shaw Roofing		9/10/2018	Building Rezoning Permits	605.00
00574960	False	000000	Doug Weidner		9/10/2018	Building Rezoning Permits	35.00

CR - Cash Receipts Proof List by GL (10/16/2018 - 6:25 AM)

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Account Number Receipt No	Void	Cust No	Name	Account Description	Receipt Date	Line Item Description	Amount
00575205	False	000000	Bayview Exteriors		9/11/2018	Building Rezoning Permits	105.00
00575206	False	000000	Joe Young		9/11/2018	Building Rezoning Permits	20.00
00575214	False	000000	Koch St. Mini Storage		9/11/2018	Building Rezoning Permits	335.00
00575221	False	000000	Jessee Towery		9/11/2018	Building Rezoning Permits	20.00
00575283	False	000000	Scott Shipp		9/11/2018	Building Rezoning Permits	20.00
00575284	False	000000	Roger Whiting		9/11/2018	Building Rezoning Permits	40.00
00575285	False	000000	Kreiling Roofing Co.		9/11/2018	Building Rezoning Permits	125.00
00575286	False	000000	Donna O'Neill		9/11/2018	Building Rezoning Permits	35.00
00575288	False	000000	Wagenbach Builders		9/11/2018	Building Rezoning Permits	128.00
00575297	False	000000	Menold Construction		9/11/2018	Building Rezoning Permits	764.00
00575298	False	000000	Heather Henry		9/11/2018	Building Rezoning Permits	20.00
00575301	False	000000	Rocky Top		9/11/2018	Building Rezoning Permits	62.00
00575303	False	000000	River City Roofing		9/11/2018	Building Rezoning Permits	59.00
00575305	False	000000	Kyle Ruschmeyer		9/11/2018	Building Rezoning Permits	46.00
00575306	False	000000	Diane Wilcoxen		9/11/2018	Building Rezoning Permits	59.00
00575311	False	000000	JW'S Remodeling Enterprise		9/11/2018	Building Rezoning Permits	89.00
00575312	False	000000	Tina Jenkins		9/11/2018	Building Rezoning Permits	20.00
00575314	False	000000	David Woulfe Carpentry		9/11/2018	Building Rezoning Permits	71.00
00577383	False	000000	Mike McLeod		9/24/2018	Building Rezoning Permits	20.00
00578589	False	000000	Peters Plumbing		9/26/2018	Building Rezoning Permits	25.00
00578595	False	000000	Keith Hoerr		9/26/2018	Building Rezoning Permits	20.00
00578596	False	000000	Anthony Hornback		9/26/2018	Building Rezoning Permits	71.00
00578600	False	000000	Roger Custom Sunroom		9/26/2018	Building Rezoning Permits	13.00
00578601	False	000000	Standard Heating & Cooling Inc		9/26/2018	Building Rezoning Permits	40.00
00578602	False	000000	David Cassidy		9/26/2018	Building Rezoning Permits	83.00
00578604	False	000000	Hollie Smith		9/26/2018	Building Rezoning Permits	50.00
00578606	False	000000	Adkinson Construction/Roofing		9/26/2018	Building Rezoning Permits	110.00
00578608	False	000000	Todd Walker		9/26/2018	Building Rezoning Permits	20.00
00578610	False	000000	Tom Worrall		9/26/2018	Building Rezoning Permits	53.00
00578611	False	000000	Nick WDI Roofing		9/26/2018	Building Rezoning Permits	20.00
00578617	False	000000	Rodney Bollinger		9/26/2018	Building Rezoning Permits	20.00
00578619	False	000000	Kelley Construction		9/26/2018	Building Rezoning Permits	98.00
00578625	False	000000	Ron Garber		9/26/2018	Building Rezoning Permits	20.00
00578626	False	000000	Kalman Engineering		9/26/2018	Building Rezoning Permits	20.00
00578633	False	000000	Linda Haskell		9/26/2018	Building Rezoning Permits	50.00
					9/26/2018	Building Rezoning Permits	20.00

CR - Cash Receipts Proof List by GL (10/16/2018 - 6:25 AM)

Account Number Receipt No	Void	Cust No	Name	Account Description	Receipt Date	Line Item Description	Amount
00578637	False	000000	Benassi Roofing		9/26/2018	Building Rezoning Permits	92.00
00578642	False	000000	Ekhoft Builders		9/26/2018	Building Rezoning Permits	59.00
00578644	False	000000	Kelley Construction		9/26/2018	Building Rezoning Permits	62.00
00578647	False	000000	Cody Morris		9/26/2018	Building Rezoning Permits	20.00
00578652	False	000000	Kelley Construction		9/26/2018	Building Rezoning Permits	56.00
00578660	False	000000	Benassi Roofing		9/26/2018	Building Rezoning Permits	139.00
00578661	False	000000	Paige Brown		9/26/2018	Building Rezoning Permits	20.00
00578664	False	000000	Jeff Leeman		9/26/2018	Building Rezoning Permits	20.00
00578667	False	000000	Cochran Signs		9/26/2018	Building Rezoning Permits	64.00
00578674	False	000000	Force Masonry		9/26/2018	Building Rezoning Permits	56.00
00578676	False	000000	American Dream Home		9/26/2018	Building Rezoning Permits	77.00
00578706	False	000000	Shannon Seiss		9/26/2018	Building Rezoning Permits	20.00
00578707	False	000000	David Burling & Son Excavating		9/26/2018	Building Rezoning Permits	40.00
00578708	False	000000	Global Construction Services		9/26/2018	Building Rezoning Permits	50.00
00578710	False	000000	JW'S Remodeling		9/26/2018	Building Rezoning Permits	2,780.00
00578794	False	000000	Ekhoft Builders		9/27/2018	Building Rezoning Permits	20.00
00579658	False	000000	Dawn Wade		9/28/2018	Building Rezoning Permits	20.00
						Fund: 100	Total:
							7,036.00
100-793-451200							
				Plumbing Permits			
00575207	False	000000	Warner Mechanical		9/11/2018	Plumbing Inspections	46.00
00575219	False	000000	Covenant Heating		9/11/2018	Plumbing Inspections	20.00
00575220	False	000000	Patrick Lehder		9/11/2018	Plumbing Inspections	25.00
00575290	False	000000	Wiegand Plumbing		9/11/2018	Plumbing Inspections	64.00
00575295	False	000000	David Burling & Son		9/11/2018	Plumbing Inspections	55.00
00575296	False	000000	David Burling & Son		9/11/2018	Plumbing Inspections	55.00
00575299	False	000000	Pamela Oesch		9/11/2018	Plumbing Inspections	25.00
00575302	False	000000	TCI Companies		9/11/2018	Plumbing Inspections	40.00
00575304	False	000000	Ogborn Plumbing		9/11/2018	Plumbing Inspections	25.00
00575308	False	000000	Covenant HVAC		9/11/2018	Plumbing Inspections	20.00
00575309	False	000000	Kern Plumbing		9/11/2018	Plumbing Inspections	46.00
00575316	False	000000	Poston Plumbing		9/11/2018	Plumbing Inspections	25.00
00578615	False	000000	W. Boyer & Son		9/26/2018	Plumbing Inspections	210.00
00578620	True	000000	Jackson's Heating		9/26/2018	Plumbing Inspections	160.00
00578628	False	000000	Tazewell Plumbing		9/26/2018	Plumbing Inspections	40.00
00578629	False	000000	Tazewell Plumbing		9/26/2018	Plumbing Inspections	20.00

CR - Cash Receipts Proof List by GL (10/16/2018 - 6:25 AM)

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Account Number Receipt No	Void	Cust No	Name	Account Description	Receipt Date	Line Item Description	Amount
00578632	False	000000	Commercial Irrigation & Turf		9/26/2018	Plumbing Inspections	50.00
00578635	False	000000	Commercial Irrigation & Turf		9/26/2018	Plumbing Inspections	50.00
00578638	False	000000	Ogborn Plumbing		9/26/2018	Plumbing Inspections	25.00
00578646	False	000000	Peters Plumbing		9/26/2018	Plumbing Inspections	25.00
00578650	False	000000	Cranford Plumbing		9/26/2018	Plumbing Inspections	55.00
00578654	False	000000	Tazewell Plumbing		9/26/2018	Plumbing Inspections	20.00
00578655	False	000000	Tonia Gianessi		9/26/2018	Plumbing Inspections	25.00
00578677	False	000000	Covenant Heating		9/26/2018	Plumbing Inspections	50.00
100-793-499800						Fund: 100	Total:
				Miscellaneous Receipts			1,176.00
00575210	False	000000	M&O Environmental		9/11/2018	Misc Receipts	50.00
00575211	False	000000	April Benson		9/11/2018	Misc Receipts	20.00
						Fund: 100	Total:
							70.00
Report Totals:							12,330.00

Code Enforcement Citations by Type

Printed: 10/1/2018

Page 1 of 2

Code Descriptor		Code Identifier	1
Code Descriptor	Permits required for work	Code Identifier	9
Code Descriptor	Insufficient number of litter containers	Code Identifier	1
Code Descriptor	Nuisances/ Creating & maintaining	Code Identifier	5
Code Descriptor	Parking regulations front yard setback	Code Identifier	3
Code Descriptor	Mosquito problem	Code Identifier	5
Code Descriptor	Unsafe structure	Code Identifier	1
Code Descriptor	Structure fire	Code Identifier	3
Code Descriptor	Structure unfit for human occupancy	Code Identifier	1
Code Descriptor	Property maintenance violation	Code Identifier	6
Code Descriptor	Right-of-way obstructions	Code Identifier	24
Code Descriptor	No approved garbage container	Code Identifier	1
Code Descriptor	Placement of litter containers	Code Identifier	1
Code Descriptor	Tall grass and weeds	Code Identifier	76
Code Descriptor	Oversized items	Code Identifier	2

Code Enforcement Citations by Type

Printed: 10/1/2018

Page 2 of 2

Code Descriptor	Junk cars	Code Identifier	3
Code Descriptor	Junk and debris	Code Identifier	24
Code Descriptor	Fowl/ poultry	Code Identifier	1
Code Descriptor	Non-conforming use/structure	Code Identifier	1
Code Descriptor	Off street parking	Code Identifier	7

Attachment: September 2018 Building Report (1530 : September 2018 Building Report)



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: October 15, 2018

From: John Dossey, Police Chief

AGENDA ITEM: PD Stats - September 2018

AGENDA DATE REQUESTED: October 22, 2018

ACTION REQUESTED: Receive and File – PD Stats, September 2018

REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

PEKIN POLICE DEPARTMENT

Sep-18

END OF MONTH REPORT

TICKETS	SEPT 2017
Traffic Tickets	315
Warning Tickets	184
Offenses	470
Arrests	219
Parking Tickets	62
Stops	334
Impounds	28

AUG 2018
235
97
495
362
80
235
16

SEPT 2018
251
89
450
322
55/8w
205
20

AUG / SEPT + / -
16
-8
-45
-40
-25
-30
4

MUNICIPAL ORDINANCE TICKETS	
Tickets Written	94
Tickets Paid OTC	32
Fines Collected	\$ 6,760.00

IMPOUNDS	
Impounds	20
Impounds Paid	7
Fines Collected	\$ 3,500.00

PARKING TICKETS	
Tickets Written	55
Tickets Paid	46
Fines Collected	\$ 2,080.00

ANIMAL CONTROL	
Tickets Written	5
Tickets Paid	4
Fines Collected	\$ 300.00



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: October 12, 2018

From: John Dossey, Police Chief

AGENDA ITEM: Tazewell County Animal Control Billing - September 2018

AGENDA DATE REQUESTED: October 22, 2018

ACTION REQUESTED: Receive and File Tazewell County Animal Control Billing
September 2018

REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

Tazewell County Animal Control

21314 State Route 9
PO Box 158
Tremont, IL 61568
Phone: (309) 925-3370
FAX: (309) 925- 3633



6.4.a

AUGUST 2018 INVOICE

Balance Due \$3753.83

City Of Pekin
111 S Capitol St
Room 242
Pekin, IL 61554

Our records show the following charges are unpaid.

<u>Date</u>	<u>Description</u>	<u>Charge Amount</u>	<u>Unpaid balance</u>
10-01-2018	Pekin Contract Fee	\$3,753.83	\$3,753.83
As of 10-01-2018, there is a balance due of			\$3,753.83

FOR SERVICES PROVIDED 9/1/2018 - 9/30/2018

Attachment: Animal Control Billing - September 2018 (1527 : Tazewell County Animal Control Billing - September 2018)

Tazewell County Animal Control**Case Intake Register 09-01-2018 to 09-30-2018**

Record count on this entire report: 170
 Run Date: 10-01-2018 09:01:27 AM by Ryan A Sanders
 FAX: (309) 925-3633

Group By Municipality
 Order By Intake Date
 Page Number: 11 of 19

Municipality: PEKIN						
Case ID	Intake Date	Reason and Transport	ACO	Owner at Intake	Animal	Officer Call
09-02-2018 3	09-02-2018	Stray/Aco Pickup Pickup location: 111 S Capitol, Pekin, IL 61554	Lohnes, Pam	Cody Clewell	#156365/M/Dog/Pit Bull Chevy/Large/Black/White	4397
09-03-2018 1	09-03-2018	Stray/Aco Pickup Pickup location: 2211 Broadway, Pekin, IL 61554	Lohnes, Pam		#166592/U/Rabbit/Bunny Rabbit Small/Adult/Brown	4398
09-04-2018 1	09-04-2018	Stray/Aco Pickup Pickup location: 1206 S 2nd St, Pekin, IL 61554	Lohnes, Pam		#166599/F/Dog/Chihuahua Small/Adult/Tan	4399
09-04-2018 4	09-04-2018	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#166707/U/Cat/Dsh Small/Kitten/Orange	
09-04-2018 19	09-04-2018	Quarantine/Aco Pickup Pickup location: 816 State, Pekin, IL 61554	Lohnes, Pam	Solomon Weaver	#166708/F/Dog/Pit Bull Delliah/Medium/Adult/Fawn/White	4405
09-04-2018 15	09-04-2018	Wildlife/Aco Pickup Pickup location: 1607 Broadway, Pekin, IL 61554	Lohnes, Pam		#166732/U/Other/Opossum Small/Baby/Gray	4413
09-05-2018 4	09-05-2018	Stray/Aco Pickup Pickup location: 28 N 20th St, Pekin, IL 61554	Harms, Jaymee		#166824/F/Cat/Dmh Eloise/Small/Adult/White/Gray	4429
09-08-2018 3	09-08-2018	Stray/Aco Pickup Pickup location: 242 Herget, Pekin, IL 61554	Kautz, Chad		#166905/M/Dog/Pit Bull Mooberry/Medium/Adult/White/Black	4444
09-10-2018 3	09-10-2018	Stray/Aco Pickup Pickup location: Hazel, Pekin, IL 61554	Harms, Jaymee	Ron Hindahl Jr	#98901/F/Dog/Pit Bull Brownie/Medium/Adult/Brown/White	4458
09-10-2018 4	09-10-2018	Wildlife/Aco Pickup Pickup location: 809 Deerfield Drive, Pekin, IL 61554	Harms, Jaymee		#166922/U/Other/Opossum Small/Adult/Gray	4457
09-10-2018 6	09-10-2018	Wildlife/Aco Pickup Pickup location: 502 Amanda St, Pekin, IL 61554	Lohnes, Pam		#166926/U/Other/Raccoon Small/Baby/Brown/Black	4456
09-10-2018 7	09-10-2018	Stray/Aco Pickup Pickup location: 100 Taps Lane, Pekin, IL 61554	Lohnes, Pam		#166928/M/Dog/Pit Bull Mack/Small/Puppy/Black/White	4455
09-10-2018 9	09-10-2018	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#166942/M/Dog/Dachshund Mitchell/Small/Puppy/Black/White	
09-11-2018 1	09-11-2018	Owner Surrender/Aco Pickup Pickup location: 1611 Highland Avenue, Pekin, IL 61554	Lohnes, Pam	Joe Matlock	#166961/M/Cat/Dsh Bumble/Small/Kitten/Gray	4466
09-11-2018 14	09-11-2018	Stray/Aco Pickup Pickup location: 100 Taps Lane, Pekin, IL 61554	Lohnes, Pam		#166981/M/Dog/Pit Bull Ricco/Medium/Adult/Red/White	4474
09-11-2018 15	09-11-2018	Wildlife/Aco Pickup Pickup location: 1016 Ann Eliza, Pekin, IL 61554	Lohnes, Pam		#166982/U/Other/Bat Small/Adult/Brown	4475
09-11-2018 16	09-11-2018	Stray/Aco Pickup Pickup location: 910 1/2 Brenkman Drive, Pekin, IL 61554	Harms, Jaymee		#166995/M/Cat/Dlh Oryx/Small/Kitten/White	4477
09-12-2018 4	09-12-2018	Wildlife/Aco Pickup Pickup location: 1105 Coolidge Avenue, Pekin, IL 61554	Lohnes, Pam		#167061/U/Other/Squirrel Small/Adult/Brown/White	4481

Tazewell County Animal Control
Case Intake Register 09-01-2018 to 09-30-2018

 Record count on this entire report: 170
 Run Date: 10-01-2018 09:01:27 AM by Ryan A Sanders
 FAX: (309) 925-3633

 Group By Municipality
 Order By Intake Date
 Page Number: 12 of 19

Municipality:	PEKIN							
Case ID	Intake Date	Reason and Transport	ACO	Owner at Intake	Animal	Officer Call		
09-12-2018 6	09-12-2018	Other/Aco Pickup Pickup location: 2025 Willow, Pekin, IL 61554	Harms, Jaymee	Brooke Cain	#167066/F/Dog/Pit Bull Large/Adult/Blue/White	4486		
09-12-2018 1	09-12-2018	Stray/Aco Pickup Pickup location: 910 1/2 Brenkman, Pekin, IL 61554	Harms, Jaymee		#167003/F/Cat/Dsh Pepper/Small/Kitten/White	4478		
09-13-2018 9	09-13-2018	Returned Adoption/Owner Turn-in Pickup location: Not specified or see notes		Jennifer Brewer	#156271/M/Dog/Chihuahua Bugles/Small/Adult/Tan/White			
09-13-2018 3	09-13-2018	Owner Surrender/Aco Pickup Pickup location: 1209 S 8th St, Pekin, IL 61554	Lohmes, Pam	Jody Owens	#167106/M/Cat/Dsh Sylvester/Small/Kitten/Black/White	4490		
09-13-2018 16	09-13-2018	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#167126/F/Cat/Dsh Sassy/Small/Kitten/Blue/Cream			
09-13-2018 17	09-13-2018	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#167127/F/Cat/Dmh Baby Girl/Small/Adult/Gray/White			
09-13-2018 1	09-13-2018	Stray/Aco Pickup Pickup location: 614 County Club Lane, Pekin, IL 61554	Lohmes, Pam	Bonnie Dillon	#167083/F/Cat/Dh Liberty/Small/Adult/White	4489		
09-13-2018 10	09-13-2018	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#167119/M/Cat/Dsh Bruno/Medium/Adult/Orange/Tabby			
09-14-2018 2	09-14-2018	Stray/Aco Pickup Pickup location: Mcnaughton Park, Pekin, IL 61554	Harms, Jaymee		#167134/U/Cat/Dsh Small/Kitten/Orange	4501		
09-14-2018 4	09-14-2018	Stray/Aco Pickup Pickup location: Mcnaughton Park, Pekin, IL 61554	Harms, Jaymee		#167137/U/Cat/Dsh Small/Kitten/Orange	4501		
09-14-2018 5	09-14-2018	Stray/Aco Pickup Pickup location: Mcnaughton Park, Pekin, IL 61554	Harms, Jaymee		#167139/U/Cat/Dsh Small/Kitten/Gray	4501		
09-14-2018 6	09-14-2018	Stray/Aco Pickup Pickup location: Mcnaughton Park, Pekin, IL 61554	Harms, Jaymee		#167141/U/Cat/Dsh Small/Kitten/Gray	4501		
09-14-2018 1	09-14-2018	Stray/Aco Pickup Pickup location: Mcnaughton Park, Pekin, IL 61554	Harms, Jaymee		#167132/F/Cat/Dsh Nora/Small/Adult/Gray	4501		
09-14-2018 3	09-14-2018	Stray/Aco Pickup Pickup location: Mcnaughton Park, Pekin, IL 61554	Harms, Jaymee		#167136/U/Cat/Dsh Small/Kitten/Orange	4501		
09-14-2018 7	09-14-2018	Stray/Aco Pickup Pickup location: Mcnaughton Park, Pekin, IL 61554	Harms, Jaymee		#167142/U/Cat/Dsh Small/Kitten/Gray	4501		
09-14-2018 8	09-14-2018	Stray/Aco Pickup Pickup location: Mcnaughton Park, Pekin, IL 61554	Harms, Jaymee		#167143/U/Cat/Dsh Small/Kitten/Tabby	4501		
09-14-2018 9	09-14-2018	Stray/Aco Pickup Pickup location: Mcnaughton Park, Pekin, IL 61554	Harms, Jaymee		#167145/U/Cat/Dsh Small/Kitten/Buf	4501		
09-17-2018 6	09-17-2018	Stray/Aco Pickup Pickup location: 111 S Capitol, Pekin, IL 61554	Lohmes, Pam	Tammy Bleneman	#167200/F/Dog/Labrador Retriever Molly/Large/Adult/Chocolate	4524		

Tazewell County Animal Control**Case Intake Register 09-01-2018 to 09-30-2018**

Record count on this entire report: 170
 Run Date: 10-01-2018 09:01:27 AM by Ryan A Sanders
 FAX: (309) 925-3633

Group By Municipality
 Order By Intake Date
 Page Number: 13 of 19

Municipality:	PEKIN						
Case ID	Intake Date	Reason and Transport	ACO	Owner at intake	Animal	Officer Call	
09-17-2018 5	09-17-2018	Stray/Citizen Turn-in			#167195/M/Cat/Dmh		
		Pickup location: Not specified or see notes			Moscatto/Medium/Kitten/Buf/WWhite		
09-19-2018 6	09-19-2018	Stray/Aco Pickup	Harms, Jaymee	Kelly Brock	#127957/F/Dog/Dachshund	4535	
		Pickup location: 1303 N 8th St, Pekin, IL 61554			Bella/Small/Adult/Black/Brown		
09-19-2018 5	09-19-2018	Stray/Aco Pickup	Harms, Jaymee		#167295/F/Cat/Dsh	4534	
		Pickup location: 910 1/2 Brenkman, Pekin, IL 61554			Sool/Small/Kitten/WWhite		
09-20-2018 2	09-20-2018	Stray/Aco Pickup	Kautz, Chad		#167331/F/Dog/Pit Bull	4542	
		Pickup location: 322 Arrow St, Apt 3, Pekin, IL 00000			Cheeto/Medium/Adult/Brown/Black		
09-20-2018 6	09-20-2018	Wildlife/Aco Pickup	Harms, Jaymee		#167337/U/Other/Raccoon	4541	
		Pickup location: 2209 Sunset Drive, Pekin, IL 00000			Small/Adult/Black/Tan		
09-20-2018 11	09-20-2018	Stray/Aco Pickup	Lohnes, Pam		#167366/F/Cat/Dsh	4547	
		Pickup location: 910 1/2 Brenkman, Pekin, IL 61554			Feral/Small/Adult/WWhite		
09-21-2018 4	09-21-2018	Stray/Citizen Turn-in		Rhonda White	#167394/M/Dog/Terrier		
		Pickup location: Not specified or see notes			Milo/Small/Adult/WWhite/Black		
09-21-2018 6	09-21-2018	Stray/Aco Pickup	Kautz, Chad	Tina Wood	#167395/M/Dog/Husky	4553	
		Pickup location: 1406 S 9th St, Pekin, IL 61554			Meeko/Medium/Adult/Black/Cream		
09-21-2018 2	09-21-2018	Owner Surrender/Owner Turn-in		Pat Frost	#167391/M/Cat/Dsh		
		Pickup location: Not specified or see notes			2 Tone/Medium/Adult/WWhite/Brown		
09-24-2018 4	09-24-2018	Stray/Aco Pickup	Harms, Jaymee		#167425/F/Cat/Dsh	4563	
		Pickup location: 2212 Church, Pekin, IL 61554			Small/Adult/Gray/Tan		
09-24-2018 3	09-24-2018	Stray/Aco Pickup	Harms, Jaymee		#167424/M/Dog/Basset Hound	4566	
		Pickup location: 3308 Veterans Drive, Pekin, IL 00000			Beago 57/Large/Adult/Tri		
09-25-2018 1	09-25-2018	Stray/Aco Pickup	Lohnes, Pam		#167443/M/Cat/Dsh	4570	
		Pickup location: 1410 S 10th, Pekin, IL 61554			Medium/Adult/Tabby/WWhite		
09-26-2018 4	09-26-2018	Stray/Aco Pickup	Harms, Jaymee		#167545/F/Cat/Dsh	4579	
		Pickup location: 130 Hiatt Lane, Lot 15, Pekin, IL 61554			Small/Kitten/Gray		
09-26-2018 5	09-26-2018	Stray/Aco Pickup	Harms, Jaymee		#167548/M/Cat/Dsh	4579	
		Pickup location: 130 Hiatt Lane, Lot 15, Pekin, IL 61554			Small/Adult/Gray		
09-26-2018 3	09-26-2018	Stray/Aco Pickup	Harms, Jaymee		#167544/M/Cat/Dsh	4579	
		Pickup location: 130 Hiatt Lane, Lot 15, Pekin, IL 61554			Small/Kitten/Orange		
09-27-2018 7	09-27-2018	Returned Adoption/Owner Turn-in		Heather Matlock	#150170/F/Cat/Dsh		
		Pickup location: Not specified or see notes			Mariah/Small/Adult/Black/WWhite		
09-27-2018 16	09-27-2018	Owner Surrender/Aco Pickup	Kautz, Chad	John Bunting	#135198/M/Dog/Pointer	4593	
		Pickup location: 111 S Capitol St, Pekin, IL 61554			Troy/Large/Adult/Liver/WWhite		
09-27-2018 15	09-27-2018	Wildlife/Aco Pickup	Kautz, Chad		#167622/U/Other/Raccoon	4590	
		Pickup location: 11 Burning Tree Lane, Pekin, IL 61554			Small/Adult/Black/WWhite		

Case Intake Register 09-01-2018 to 09-30-2018

Group By Municipality
Order By Intake Date
Page Number: 14 of 19

PEKIN

Packet Pg. 26



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: October 16, 2018

From: Michael Guerra, City Engineer

AGENDA ITEM: MSA with Farnsworth for storm water related projects

AGENDA DATE REQUESTED: October 22, 2018

ACTION REQUESTED: Master Service Agreement with Farnsworth Group, Inc. for storm water related projects.

DESCRIPTION: This master service agreement is to allow the City to utilize Farnsworth Group for engineering services on storm water related projects. The City recently published a request for qualifications for engineering assistance on the storm water projects prioritized by the City Council Subcommittee with City Council approval. Upon receiving eight responses from various engineering firms, each proposal was evaluated by the engineering staff as directed by the City Council Subcommittee. Three firms were evaluated higher than the others making them the primary candidates for selection. City Council Subcommittee approved the recommendation to award master services agreements to the three firms of Midwest Engineering Associates, Inc., Crawford, Murphy, and Tilly (CMT) and Farnsworth Group. This will allow the City to ensure that the schedule for the prioritized projects can be achieved as the engineering work can be distributed across three firms. The Council Subcommittee also approved the recommendation to utilize a master service agreement. This will allow the City the most flexibility with the storm water projects and budgets. The master service agreement allow the City to issue task order on specific projects to any of three consultants selected. Therefore if a problem arises on a project that delays a project or if the City is not satisfied with the work by the any of the consultants then the remaining projects can be assigned to the other consultants. Each individual task order for engineering services for each storm water related project with the associated fee will be presented to Council for approval prior to the commencing of engineering work on the project.

Background information:

May 2018 the City Council created a Subcommittee for storm water infrastructure to draft a plan for financing and prioritizing of storm water related issues in the community.

July 2018 the City Council approved the prioritization of storm water related projects

August 2018 the City Council Subcommittee recommended that City staff seek request for qualifications for engineering assistance on the storm water projects. The request was published on August 29th and 30th.

September 2018 the City Council Subcommittee recommended that the City utilize master service agreements for engineering services and approved the staff to evaluate the submissions.

October 2018 the City Council Subcommittee approved the recommendation of the use of three engineering firms for engineering assistance on storm water related projects.

FINANCIAL IMPACT: There is no financial obligation with the master service agreement. This agreement allows the City to utilize Farnsworth Group for engineering services on storm water related projects. Each individual task order for engineering services on specific projects will come before the council with the fee associated for approval.

NEIGHBORHOOD CONCERNS: This agreement will allow the City to begin planning repairs for areas of flooding, erosion or other storm water related issues within the community.

IMPACT IF APPROVED: An agreement with Farnsworth will be entered into allowing the City to utilize Farnsworth for engineering services for storm water related projects.

IMPACT IF DENIED: An agreement with Farnsworth will not be entered into and the City will not utilize Farnsworth for engineering services on storm water related projects.

ALTERNATIVES: none

RELATED TO EFFICIENCY STUDY: Creation of a five year capital improvement plan as related to storm water issues and projects in the community.

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

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

REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

MASTER SERVICES AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON STORM WATER RELATED PROJECTS

This Agreement is dated as of the ____ day of ____ in the year 2018 by and between the City of Pekin. (hereinafter called **CITY**) and Farnsworth Group. (Herein after called **ENGINEER**)

In respect of the fact that **CITY** intends to retain **ENGINEER** for 5 years (2018 to 2023) to provide Professional Engineering Services (hydraulic studies, planning, preliminary engineering, design engineering, and construction engineering) for the Storm Water related projects including flooding, erosion and storm sewer within its Municipal Limits, the **CITY** has prepared this Master Services Agreement (MSA). The work under this MSA will generally include the following items:

1. Assist the **CITY** in the creation of plats, hydraulic studies, plans and specifications for the storm water projects listed in Exhibit A.
2. Prepare detailed topographical surveys as are necessary for the preparation of detailed construction plans.
3. Prepare soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvements. Such investigations are to be made in accordance with the Illinois Department of Transportation's current requirements.
4. Prepare complete general and detailed plans, special provisions, proposals and estimates of cost.
5. Prepare all necessary right-of-way dedications, easements (temporary and permanent), borrow pit, and channel change agreements including prints of the corresponding plats and staking as required.
6. Prepare a Project Development Report when required by the Illinois Department of Transportation. The Project Development Report will be prepared in accordance with the Illinois Department of Transportation's Bureau of Local Roads & Streets policies, procedures and guidelines.
7. Prepare the necessary environmental documents in accordance with the policies, procedures, and guidelines adopted by the Illinois Department of Transportation's Bureau of Local Roads & Streets.
8. Assist **CITY** as needed in the tabulation and interpretation of the contractor's proposals.
9. Attend meetings at mutually agreeable timelines when requested to do so by **CITY**.
The meetings will be held within **CITY** Municipal Limits or at **ENGINEER'S** Office.

Additionally, **CITY** may request the following additional services:

- A. Interpretation of plans and specifications during construction.
- B. Review of Shop Drawings.
- C. Periodic Construction Observation.
- D. Periodic site visits during construction.
- E. Review materials and equipment testing reports prepared by testing laboratories.
- F. Conduct final project walkthrough.
- G. Preparation of project closeout documents.

CITY and **ENGINEER** herein mutually agree that this **MSA** shall serve as the general contractual

document between the two parties for the multiple tasks as the parties see fit. **CITY** and **ENGINEER** further mutually agree and understand that it is intended that the **MSA** will generally be used for the procurement of Professional Engineering Services for each Task of the Storm Water related Projects as defined in Exhibit A.

When **CITY** desires to undertake a Task for any of the projects listed, the **ENGINEER** shall prepare a **PROPOSED LETTER AGREEMENT FOR ENGINEERING SERVICES** specifically for the subject Task.

Any number of **PROPOSED LETTER AGREEMENTS FOR ENGINEERING SERVICES** may be executed under the general terms of the **MSA**. **PROPOSED LETTER AGREEMENTS FOR ENGINEERING SERVICES** will be subject to the attached General Conditions which are incorporated into and made a part of this **MSA**.

The undersigned hereby state that they are duly authorized agents of **ENGINEER** and **CITY** and that the terms and conditions stated in this **MSA** are understood by them and herewith agreed to and accepted. **ENGINEER** is authorized and directed by **CITY** to proceed with work as outlined in **ENGINEERING SERVICES AGREEMENT**.

Signatures:

City of Pekin

Farnsworth Group

John McCabe

Name

Mayor
Title

Title

Date

Date

Attest:

Sue McMillian

City Clerk

Attachment: master service agreement - Farnsworth (1534 : MSA with Farnsworth for storm water related projects)

General Conditions

To assure an understanding of matters related to mutual responsibilities, these General Conditions are made a part of the Agreement.

I. ENGINEERING SERVICES

- A. As an independent contractor, the **ENGINEER** agrees to furnish and perform various professional engineering services in accordance with degree of care and skill ordinarily exercised, under similar circumstances, by members of its profession practicing in the same or similar locality. **ENGINEER** agrees to comply with applicable legal standards and State of Illinois laws in the delivery of services for the above referenced projects upon request of the **CITY** and its principal representative. No other warranty, expressed or implied, is made or intended by the **ENGINEER'S** undertaking herein or its performance of services hereunder.
- B. The parties mutually acknowledge that **CITY** may or may not currently possess funding for many of the aforementioned tasks. Therefore this Agreement does not obligate the **CITY** to proceed with all of the aforementioned tasks described, and the **CITY** reserves the right to not utilize the **ENGINEER** for some or all of these tasks during the tenure of this Agreement.
- C. When the **CITY** elects to proceed with a project, the parties hereto agree to negotiate in good faith and to execute a task order for Engineering and Planning Services for storm water related projects covering the specifically defined parts of the scope of work which are to be funded under a specific project. The task order(s) will cover the Design, Construction, and Planning and Special Services Phases of the specific project. Should the **CITY** and **ENGINEER** not reach agreement on services and/or conditions within 30 calendar days, either party may, after written notice, terminate this Agreement in whole or in part. No fees will be earned or payable until the agreement on services and/or conditions is finalized and approved by the **CITY**, except for any preparatory work such as surveys, investigations, etc. previously authorized by the **CITY**.

II. CHARGES FOR ENGINEERING SERVICES

- A. The **CITY** agrees to pay the **ENGINEER** as compensation for rendering the professional engineering services herein above as agreed to between the parties.
- B. For services of the **ENGINEER** provided at the request of the **CITY** that are not otherwise included as a part of a specific project task order, the Engineer will be compensated for its reasonable and customary charges, after prior written acceptance of the proposed charges by the **CITY**, and only for those tasks performed which are not made necessary due to the fault or error of the **ENGINEER**.
- C. The **CITY** by a written thirty (30) day notice, may terminate this agreement in whole or in part at any time, because of the failure of the other party to fulfill his agreement obligations. Upon receipt of such notice, the **ENGINEER** shall: (1) immediately discontinue services affected (unless the notice directs otherwise), and (2) deliver to the **CITY** available data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have accumulated by the **ENGINEER** in performing this agreement whether completed or in process. If, after notice of termination for failure to fulfill agreement obligations, it is determined that the **ENGINEER** had not so failed, the termination shall be

deemed to have been effected for the convenience of the **CITY**.

III. SPECIAL CONDITIONS

- A. The **CITY** acknowledges the **ENGINEER'S** drawings and specifications, including available documents on electronic media, and basic survey notes and sketches, charts, computations and other data produced by the **ENGINEER** under this Agreement are instruments of the **ENGINEER'S** professional service. Nevertheless, the information, drawings and specifications prepared under this Agreement shall become the property of the **CITY** upon completion of the services and payment in full of all monies due to the Engineer.

The **ENGINEER** may remove any information from any drawings, computer disks, tracings, construction plans, specifications, maps, survey notes and sketches, charts, computations and other data deemed to be proprietary, copyrighted or confidential in nature. The Owner will not make or permit to be made any modification to the drawings and specifications, as approved, without the prior written authorization of the **ENGINEER**. The **CITY** agrees to waive any claim against the **ENGINEER** arising from any unauthorized transfer, reuse or modification of the information, drawings and specifications.

- B. The Engineer shall proceed to furnish engineering services on any part of the scope of work, after the request has been made in writing by the **CITY**.
- C. Each party binds himself, his partners, successors, executors, administrators and assigns, to the other party of this Agreement and to the partners, successors, executors, administrators and assigns for such other party as to all covenants of this Agreement.
- D. Unless otherwise terminated as provided herein, this agreement expires upon final approval and acceptance of the completed project(s) listed in the development program or within **five (5) years** of the execution of this agreement, whichever occurs first.
- E. The Engineer agrees to conduct the services in compliance with the requirements imposed by or pursuant to "Title VI of the Civil Rights Act of 1964, Part 21 of the Regulations of the Secretary of Transportation, and Executive Order No. 11246, Equal Employment Opportunity", as amended.

IV. SPECIAL PROVISIONS

- A. If any of the services outlined in Section I are furnished by the Engineer by obtaining such services outside the Engineer's organization, the Engineer shall provide an executed contract between the person(s) or firm and the Engineer outlining the services to be performed and the charges for the same. Two (2) copies of the executed contract shall be submitted to the **CITY** for approval prior to the services being performed.
- B. This agreement shall be construed and enforced in accordance with the laws of the State of Illinois and **CITY** and **ENGINEER** hereby consent to the jurisdiction of said State.
- C. During the performance of this contract, the Engineer, for itself, its assignees and successors in interest agrees as follows:
1. The Engineer shall comply with the Regulations relative to nondiscrimination in federally

assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. The **ENGINEER**, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The **ENGINEER** shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 3. In all solicitations either by competitive bidding or negotiation made by the **ENGINEER** for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the **ENGINEER** of the **ENGINEER** obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
 4. In the event of the **ENGINEER'S** noncompliance with the nondiscrimination provisions of this contract, the **CITY** shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
 1. Withholding of payments to the **ENGINEER** under the contract until the **ENGINEER** complies, and/or,
 2. Cancellation, termination, or suspension of the contract, in whole or in part.
 5. The **ENGINEER** shall include the provisions of Paragraphs 1 through 4 in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The **ENGINEER** shall take such action with respect to any subcontract or procurement as the **CITY** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the **ENGINEER** becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the **ENGINEER** may request the **CITY** to enter into such litigation to protect the interests of the **CITY** and, in addition, the **ENGINEER** may request the United States to enter into such litigation to protect the interests of the United States.
- D. Except as otherwise provided for under this Agreement regarding obligations from early termination In Paragraph II. C., the **CITY** may terminate this agreement in whole or in part for its sole convenience by furnishing written sixty (60) *day* notice of such termination to the **ENGINEER**. If a contract for a specific project is terminated for convenience or if a default termination of a specific project agreement is converted to a termination for convenience under Paragraph 11.C., above, the **CITY** will be obligated to compensate the **ENGINEER** for the work performed prior to the termination and a reasonable profit on that portion of the work which was remaining to be completed but was not fully performed as of the date the **ENGINEER** was informed of the **CITY's** decision to terminate, except profit paid to the Engineer shall be limited to the standard percentage applied solely to the amount of work that has been completed by the Engineer at the time of the stop work notice.
- E. The parties hereby certify that there was compliance with the provisions of the State of Illinois' Architectural, Engineering and Land Surveying Qualifications Based Selection Act,

Chapter 30 ILCS 535, in the procurement of the services covered by this Agreement.

V. CONSTRUCTION RESPONSIBILITY

- A. The **ENGINEER**, shall not be responsible for the means, methods, procedures, techniques, or sequences of construction, nor safety on the job site, nor shall **ENGINEER** be responsible for the Contractor's failure to carry out the work in accordance with the contract documents.

VI. ATTORNEY FEES

- A. In the event of litigation based upon, or arising out of, this Agreement, the losing party will pay to the prevailing party all costs of expenses, including attorney's fees, incurred by the prevailing party in the enforcing of any of the covenants and provisions of this Agreement and incurred in any action brought on account of the provisions of this Agreement and incurred in any action brought on account of the provisions hereof, and all such costs, expenses and attorney's fees may be included in and form a part of any judgment entered in any proceeding brought on or under this Agreement. This Agreement shall be bound by the governing laws of the State of Illinois. The parties hereto stipulate and agree that any litigation based upon or arising out of this Agreement shall be filed in the Circuit Court of Tazewell County, Illinois
- B. In as much as all parties have had input and negotiations with respect to this agreement, it is to be construed not as the agreement prepared by either the **CITY**, or the **ENGINEER**, but as a mutual agreement, and no rules of construction shall be applied or construe it in favor of one or the other party, in cases of ambiguity, but as the joint effort of both.



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: October 16, 2018

From: Michael Guerra, City Engineer

AGENDA ITEM: MSA with CMT for Storm Water Related Projects

AGENDA DATE REQUESTED: October 22, 2018

ACTION REQUESTED: To approve a Master Service Agreement with Crawford, Murphy, and Tilly for storm water related projects.

DESCRIPTION: This master service agreement is to allow the City to utilize Crawford, Murphy, and Tilly (CMT) for engineering services on storm water related projects. The City recently published a request for qualifications for engineering assistance on the storm water projects prioritized by the City Council Subcommittee with City Council approval. Upon receiving eight responses from various engineering firms, each proposal was evaluated by the engineering staff as directed by the City Council Subcommittee. Three firms were evaluated higher than the others making them the primary candidates for selection. City Council Subcommittee approved the recommendation to award master services agreements to the three firms of Midwest Engineering Associates, Inc., Crawford, Murphy, and Tilly (CMT) and Farnsworth Group. This will allow the City to ensure that the schedule for the prioritized projects can be achieved as the engineering work can be distributed across three firms. The Council Subcommittee also approved the recommendation to utilize a master service agreement. This will allow the City the most flexibility with the storm water projects and budgets. The master service agreement allow the City to issue task order on specific projects to any of three consultants selected. Therefore if a problem arises on a project that delays a project or if the City is not satisfied with the work by the any of the consultants then the remaining projects can be assigned to the other consultants. Each individual task order for engineering services for each storm water related project with the associated fee will be presented to Council for approval prior to the commencing of engineering work on the project.

Background information:

May 2018 the City Council created a Subcommittee for storm water infrastructure to draft a plan for financing and prioritizing of storm water related issues in the community.

July 2018 the City Council approved the prioritization of storm water related projects

August 2018 the City Council Subcommittee recommended that City staff seek request for qualifications for engineering assistance on the storm water projects. The request was published on August 29th and 30th.

September 2018 the City Council Subcommittee recommended that the City utilize master service agreements for engineering services and approved the staff to evaluate the submissions.

October 2018 the City Council Subcommittee approved the recommendation of the use of three engineering firms for engineering assistance on storm water related projects.

FINANCIAL IMPACT: There is no financial obligation with the master service agreement. This agreement allows the City to utilize CMT for engineering services on storm water related projects. Each individual task order for engineering services on specific projects will come before the council with the fee associated for approval.

NEIGHBORHOOD CONCERNS: This agreement will allow the City to begin planning repairs for areas of flooding, erosion or other storm water related issues within the community.

IMPACT IF APPROVED: An agreement with CMT will be entered into allowing the City to utilize Farnsworth for engineering services for storm water related projects.

IMPACT IF DENIED: An agreement with CMT will not be entered into and the City will not utilize Farnsworth for engineering services on storm water related projects.

ALTERNATIVES: none

RELATED TO EFFICIENCY STUDY: Creation of a five year capital improvement plan as related to storm water issues and projects in the community.

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

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

REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

MASTER SERVICES AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON STORM WATER RELATED PROJECTS

This Agreement is dated as of the ____ day of ____ in the year 2018 by and between the City of Pekin. (hereinafter called **CITY**) and Crawford, Murphy, and Tilly. (Herein after called **ENGINEER**)

In respect of the fact that **CITY** intends to retain **ENGINEER** for 5 years (2018 to 2023) to provide Professional Engineering Services (hydraulic studies, planning, preliminary engineering, design engineering, and construction engineering) for the Storm Water related projects including flooding, erosion and storm sewer within its Municipal Limits, the **CITY** has prepared this Master Services Agreement (MSA). The work under this MSA will generally include the following items:

1. Assist the **CITY** in the creation of plats, hydraulic studies, plans and specifications for the storm water projects listed in Exhibit A.
2. Prepare detailed topographical surveys as are necessary for the preparation of detailed construction plans.
3. Prepare soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvements. Such investigations are to be made in accordance with the Illinois Department of Transportation's current requirements.
4. Prepare complete general and detailed plans, special provisions, proposals and estimates of cost.
5. Prepare all necessary right-of-way dedications, easements (temporary and permanent), borrow pit, and channel change agreements including prints of the corresponding plats and staking as required.
6. Prepare a Project Development Report when required by the Illinois Department of Transportation. The Project Development Report will be prepared in accordance with the Illinois Department of Transportation's Bureau of Local Roads & Streets policies, procedures and guidelines.
7. Prepare the necessary environmental documents in accordance with the policies, procedures, and guidelines adopted by the Illinois Department of Transportation's Bureau of Local Roads & Streets.
8. Assist **CITY** as needed in the tabulation and interpretation of the contractor's proposals.
9. Attend meetings at mutually agreeable timelines when requested to do so by **CITY**.
The meetings will be held within **CITY** Municipal Limits or at **ENGINEER'S** Office.

Additionally, **CITY** may request the following additional services:

- A. Interpretation of plans and specifications during construction.
- B. Review of Shop Drawings.
- C. Periodic Construction Observation.
- D. Periodic site visits during construction.
- E. Review materials and equipment testing reports prepared by testing laboratories.
- F. Conduct final project walkthrough.
- G. Preparation of project closeout documents.

CITY and **ENGINEER** herein mutually agree that this **MSA** shall serve as the general contractual

document between the two parties for the multiple tasks as the parties see fit. **CITY** and **ENGINEER** further mutually agree and understand that it is intended that the **MSA** will generally be used for the procurement of Professional Engineering Services for each Task of the Storm Water related Projects as defined in Exhibit A.

When **CITY** desires to undertake a Task for any of the projects listed, the **ENGINEER** shall prepare a **PROPOSED LETTER AGREEMENT FOR ENGINEERING SERVICES** specifically for the subject Task.

Any number of **PROPOSED LETTER AGREEMENTS FOR ENGINEERING SERVICES** may be executed under the general terms of the **MSA**. **PROPOSED LETTER AGREEMENTS FOR ENGINEERING SERVICES** will be subject to the attached General Conditions which are incorporated into and made a part of this **MSA**.

The undersigned hereby state that they are duly authorized agents of **ENGINEER** and **CITY** and that the terms and conditions stated in this **MSA** are understood by them and herewith agreed to and accepted. **ENGINEER** is authorized and directed by **CITY** to proceed with work as outlined in **ENGINEERING SERVICES AGREEMENT**.

Signatures:

City of Pekin

Crawford, Murphy, Tilly

John McCabe

Name

Mayor
Title

Title

Date

Date

Attest:

Sue McMillian

City Clerk

General Conditions

To assure an understanding of matters related to mutual responsibilities, these General Conditions are made a part of the Agreement.

I. ENGINEERING SERVICES

- A. As an independent contractor, the **ENGINEER** agrees to furnish and perform various professional engineering services in accordance with degree of care and skill ordinarily exercised, under similar circumstances, by members of its profession practicing in the same or similar locality. **ENGINEER** agrees to comply with applicable legal standards and State of Illinois laws in the delivery of services for the above referenced projects upon request of the **CITY** and its principal representative. No other warranty, expressed or implied, is made or intended by the **ENGINEER'S** undertaking herein or its performance of services hereunder.
- B. The parties mutually acknowledge that **CITY** may or may not currently possess funding for many of the aforementioned tasks. Therefore this Agreement does not obligate the **CITY** to proceed with all of the aforementioned tasks described, and the **CITY** reserves the right to not utilize the **ENGINEER** for some or all of these tasks during the tenure of this Agreement.
- C. When the **CITY** elects to proceed with a project, the parties hereto agree to negotiate in good faith and to execute a task order for Engineering and Planning Services for storm water related projects covering the specifically defined parts of the scope of work which are to be funded under a specific project. The task order(s) will cover the Design, Construction, and Planning and Special Services Phases of the specific project. Should the **CITY** and **ENGINEER** not reach agreement on services and/or conditions within 30 calendar days, either party may, after written notice, terminate this Agreement in whole or in part. No fees will be earned or payable until the agreement on services and/or conditions is finalized and approved by the **CITY**, except for any preparatory work such as surveys, investigations, etc. previously authorized by the **CITY**.

II. CHARGES FOR ENGINEERING SERVICES

- A. The **CITY** agrees to pay the **ENGINEER** as compensation for rendering the professional engineering services herein above as agreed to between the parties.
- B. For services of the **ENGINEER** provided at the request of the **CITY** that are not otherwise included as a part of a specific project task order, the Engineer will be compensated for its reasonable and customary charges, after prior written acceptance of the proposed charges by the **CITY**, and only for those tasks performed which are not made necessary due to the fault or error of the **ENGINEER**.
- C. The **CITY** by a written thirty (30) day notice, may terminate this agreement in whole or in part at any time, because of the failure of the other party to fulfill his agreement obligations. Upon receipt of such notice, the **ENGINEER** shall: (1) immediately discontinue services affected (unless the notice directs otherwise), and (2) deliver to the **CITY** available data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have accumulated by the **ENGINEER** in performing this agreement whether completed or in process. If, after notice of termination for failure to fulfill agreement obligations, it is determined that the **ENGINEER** had not so failed, the termination shall be

deemed to have been effected for the convenience of the **CITY**.

III. SPECIAL CONDITIONS

- A. The **CITY** acknowledges the **ENGINEER'S** drawings and specifications, including available documents on electronic media, and basic survey notes and sketches, charts, computations and other data produced by the **ENGINEER** under this Agreement are instruments of the **ENGINEER'S** professional service. Nevertheless, the information, drawings and specifications prepared under this Agreement shall become the property of the **CITY** upon completion of the services and payment in full of all monies due to the Engineer.

The **ENGINEER** may remove any information from any drawings, computer disks, tracings, construction plans, specifications, maps, survey notes and sketches, charts, computations and other data deemed to be proprietary, copyrighted or confidential in nature. The Owner will not make or permit to be made any modification to the drawings and specifications, as approved, without the prior written authorization of the **ENGINEER**. The **CITY** agrees to waive any claim against the **ENGINEER** arising from any unauthorized transfer, reuse or modification of the information, drawings and specifications.

- B. The Engineer shall proceed to furnish engineering services on any part of the scope of work, after the request has been made in writing by the **CITY**.
- C. Each party binds himself, his partners, successors, executors, administrators and assigns, to the other party of this Agreement and to the partners, successors, executors, administrators and assigns for such other party as to all covenants of this Agreement.
- D. Unless otherwise terminated as provided herein, this agreement expires upon final approval and acceptance of the completed project(s) listed in the development program or within **five (5) years** of the execution of this agreement, whichever occurs first.
- E. The Engineer agrees to conduct the services in compliance with the requirements imposed by or pursuant to "Title VI of the Civil Rights Act of 1964, Part 21 of the Regulations of the Secretary of Transportation, and Executive Order No. 11246, Equal Employment Opportunity", as amended.

IV. SPECIAL PROVISIONS

- A. If any of the services outlined in Section I are furnished by the Engineer by obtaining such services outside the Engineer's organization, the Engineer shall provide an executed contract between the person(s) or firm and the Engineer outlining the services to be performed and the charges for the same. Two (2) copies of the executed contract shall be submitted to the **CITY** for approval prior to the services being performed.
- B. This agreement shall be construed and enforced in accordance with the laws of the State of Illinois and **CITY** and **ENGINEER** hereby consent to the jurisdiction of said State.
- C. During the performance of this contract, the Engineer, for itself, its assignees and successors in interest agrees as follows:
1. The Engineer shall comply with the Regulations relative to nondiscrimination in federally

assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. The **ENGINEER**, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The **ENGINEER** shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 3. In all solicitations either by competitive bidding or negotiation made by the **ENGINEER** for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the **ENGINEER** of the **ENGINEER** obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
 4. In the event of the **ENGINEER'S** noncompliance with the nondiscrimination provisions of this contract, the **CITY** shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
 1. Withholding of payments to the **ENGINEER** under the contract until the **ENGINEER** complies, and/or,
 2. Cancellation, termination, or suspension of the contract, in whole or in part.
 5. The **ENGINEER** shall include the provisions of Paragraphs 1 through 4 in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The **ENGINEER** shall take such action with respect to any subcontract or procurement as the **CITY** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the **ENGINEER** becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the **ENGINEER** may request the **CITY** to enter into such litigation to protect the interests of the **CITY** and, in addition, the **ENGINEER** may request the United States to enter into such litigation to protect the interests of the United States.
- D. Except as otherwise provided for under this Agreement regarding obligations from early termination In Paragraph II. C., the **CITY** may terminate this agreement in whole or in part for its sole convenience by furnishing written sixty (60) *day* notice of such termination to the **ENGINEER**. If a contract for a specific project is terminated for convenience or if a default termination of a specific project agreement is converted to a termination for convenience under Paragraph 11.C., above, the **CITY** will be obligated to compensate the **ENGINEER** for the work performed prior to the termination and a reasonable profit on that portion of the work which was remaining to be completed but was not fully performed as of the date the **ENGINEER** was informed of the **CITY's** decision to terminate, except profit paid to the Engineer shall be limited to the standard percentage applied solely to the amount of work that has been completed by the Engineer at the time of the stop work notice.
- E. The parties hereby certify that there was compliance with the provisions of the State of Illinois' Architectural, Engineering and Land Surveying Qualifications Based Selection Act,

Chapter 30 ILCS 535, in the procurement of the services covered by this Agreement.

V. CONSTRUCTION RESPONSIBILITY

- A. The **ENGINEER**, shall not be responsible for the means, methods, procedures, techniques, or sequences of construction, nor safety on the job site, nor shall **ENGINEER** be responsible for the Contractor's failure to carry out the work in accordance with the contract documents.

VI. ATTORNEY FEES

- A. In the event of litigation based upon, or arising out of, this Agreement, the losing party will pay to the prevailing party all costs of expenses, including attorney's fees, incurred by the prevailing party in the enforcing of any of the covenants and provisions of this Agreement and incurred in any action brought on account of the provisions of this Agreement and incurred in any action brought on account of the provisions hereof, and all such costs, expenses and attorney's fees may be included in and form a part of any judgment entered in any proceeding brought on or under this Agreement. This Agreement shall be bound by the governing laws of the State of Illinois. The parties hereto stipulate and agree that any litigation based upon or arising out of this Agreement shall be filed in the Circuit Court of Tazewell County, Illinois
- B. In as much as all parties have had input and negotiations with respect to this agreement, it is to be construed not as the agreement prepared by either the **CITY**, or the **ENGINEER**, but as a mutual agreement, and no rules of construction shall be applied or construe it in favor of one or the other party, in cases of ambiguity, but as the joint effort of both.



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: October 16, 2018

From: Michael Guerra, City Engineer

AGENDA ITEM: MSA for Storm Water Project Midwest

AGENDA DATE REQUESTED: October 22, 2018

ACTION REQUESTED: To approve a Master Service Agreement with Midwest Engineering Associates, Inc. for storm water related projects.

DESCRIPTION: This master service agreement is to allow the City to utilize Midwest Engineering Associates for engineering services on storm water related projects. The City recently published a request for qualifications for engineering assistance on the storm water projects prioritized by the City Council Subcommittee with City Council approval. Upon receiving eight responses from various engineering firms, each proposal was evaluated by the engineering staff as directed by the City Council Subcommittee. Three firms were evaluated higher than the others making them the primary candidates for selection. City Council Subcommittee approved the recommendation to award master services agreements to the three firms of Midwest Engineering Associates, Inc., Crawford, Murphy, and Tilly (CMT) and Farnsworth Group. This will allow the City to ensure that the schedule for the prioritized projects can be achieved as the engineering work can be distributed across three firms. The Council Subcommittee also approved the recommendation to utilize a master service agreement. This will allow the City the most flexibility with the storm water projects and budgets. The master service agreement allow the City to issue task order on specific projects to any of three consultants selected. Therefore if a problem arises on a project that delays a project or if the City is not satisfied with the work by the any of the consultants then the remaining projects can be assigned to the other consultants. Each individual task order for engineering services for each storm water related project with the associated fee will be presented to Council for approval prior to the commencing of engineering work on the project.

Background information:

May 2018 the City Council created a Subcommittee for storm water infrastructure to draft a plan for financing and prioritizing of storm water related issues in the community.

July 2018 the City Council approved the prioritization of storm water related projects

August 2018 the City Council Subcommittee recommended that City staff seek request for qualifications for engineering assistance on the storm water projects. The request was published on August 29th and 30th.

September 2018 the City Council Subcommittee recommended that the City utilize master service agreements for engineering services and approved the staff to evaluate the submissions.

October 2018 the City Council Subcommittee approved the recommendation of the use of three engineering firms for engineering assistance on storm water related projects.

FINANCIAL IMPACT: There is no financial obligation with the master service agreement. This agreement allows the City to utilize Midwest Engineering Associates for engineering services on storm water related projects. Each individual task order for engineering services on specific projects will come before the council with the fee associated for approval.

NEIGHBORHOOD CONCERNS: This agreement will allow the City to begin planning repairs for areas of flooding, erosion or other storm water related issues within the community.

IMPACT IF APPROVED: An agreement with Midwest Engineering Associates will be entered into allowing the City to utilize Midwest for engineering services for storm water related projects.

IMPACT IF DENIED: An agreement with Midwest Engineering Associates will not be entered into and the City will not utilize Midwest for engineering services on storm water related projects.

ALTERNATIVES: none

RELATED TO EFFICIENCY STUDY: Creation of a five year capital improvement plan as related to storm water issues and projects in the community.

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

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

REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

MASTER SERVICES AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON STORM WATER RELATED PROJECTS

This Agreement is dated as of the ____ day of ____ in the year 2018 by and between the City of Pekin. (hereinafter called **CITY**) and Midwest Engineering Associates, Inc. (Herein after called **ENGINEER**)

In respect of the fact that **CITY** intends to retain **ENGINEER** for 5 years (2018 to 2023) to provide Professional Engineering Services (hydraulic studies, planning, preliminary engineering, design engineering, and construction engineering) for the Storm Water related projects including flooding, erosion and storm sewer within its Municipal Limits, the **CITY** has prepared this Master Services Agreement (MSA). The work under this MSA will generally include the following items:

1. Assist the **CITY** in the creation of plats, hydraulic studies, plans and specifications for the storm water projects listed in Exhibit A.
2. Prepare detailed topographical surveys as are necessary for the preparation of detailed construction plans.
3. Prepare soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvements. Such investigations are to be made in accordance with the Illinois Department of Transportation's current requirements.
4. Prepare complete general and detailed plans, special provisions, proposals and estimates of cost.
5. Prepare all necessary right-of-way dedications, easements (temporary and permanent), borrow pit, and channel change agreements including prints of the corresponding plats and staking as required.
6. Prepare a Project Development Report when required by the Illinois Department of Transportation. The Project Development Report will be prepared in accordance with the Illinois Department of Transportation's Bureau of Local Roads & Streets policies, procedures and guidelines.
7. Prepare the necessary environmental documents in accordance with the policies, procedures, and guidelines adopted by the Illinois Department of Transportation's Bureau of Local Roads & Streets.
8. Assist **CITY** as needed in the tabulation and interpretation of the contractor's proposals.
9. Attend meetings at mutually agreeable timelines when requested to do so by **CITY**.
The meetings will be held within **CITY** Municipal Limits or at **ENGINEER'S** Office.

Additionally, **CITY** may request the following additional services:

- A. Interpretation of plans and specifications during construction.
- B. Review of Shop Drawings.
- C. Periodic Construction Observation.
- D. Periodic site visits during construction.
- E. Review materials and equipment testing reports prepared by testing laboratories.
- F. Conduct final project walkthrough.
- G. Preparation of project closeout documents.

CITY and **ENGINEER** herein mutually agree that this **MSA** shall serve as the general contractual

document between the two parties for the multiple tasks as the parties see fit. **CITY** and **ENGINEER** further mutually agree and understand that it is intended that the **MSA** will generally be used for the procurement of Professional Engineering Services for each Task of the Storm Water related Projects as defined in Exhibit A.

When **CITY** desires to undertake a Task for any of the projects listed, the **ENGINEER** shall prepare a **PROPOSED LETTER AGREEMENT FOR ENGINEERING SERVICES** specifically for the subject Task.

Any number of **PROPOSED LETTER AGREEMENTS FOR ENGINEERING SERVICES** may be executed under the general terms of the **MSA**. **PROPOSED LETTER AGREEMENTS FOR ENGINEERING SERVICES** will be subject to the attached General Conditions which are incorporated into and made a part of this **MSA**.

The undersigned hereby state that they are duly authorized agents of **ENGINEER** and **CITY** and that the terms and conditions stated in this **MSA** are understood by them and herewith agreed to and accepted. **ENGINEER** is authorized and directed by **CITY** to proceed with work as outlined in **ENGINEERING SERVICES AGREEMENT**.

Signatures:

City of Pekin

Midwest Engineering Associates, Inc.

John McCabe

Name

Mayor
Title

Title

Date

Date

Attest:

Sue McMillian

City Clerk

General Conditions

To assure an understanding of matters related to mutual responsibilities, these General Conditions are made a part of the Agreement.

I. ENGINEERING SERVICES

- A. As an independent contractor, the **ENGINEER** agrees to furnish and perform various professional engineering services in accordance with degree of care and skill ordinarily exercised, under similar circumstances, by members of its profession practicing in the same or similar locality. **ENGINEER** agrees to comply with applicable legal standards and State of Illinois laws in the delivery of services for the above referenced projects upon request of the **CITY** and its principal representative. No other warranty, expressed or implied, is made or intended by the **ENGINEER'S** undertaking herein or its performance of services hereunder.
- B. The parties mutually acknowledge that **CITY** may or may not currently possess funding for many of the aforementioned tasks. Therefore this Agreement does not obligate the **CITY** to proceed with all of the aforementioned tasks described, and the **CITY** reserves the right to not utilize the **ENGINEER** for some or all of these tasks during the tenure of this Agreement.
- C. When the **CITY** elects to proceed with a project, the parties hereto agree to negotiate in good faith and to execute a task order for Engineering and Planning Services for storm water related projects covering the specifically defined parts of the scope of work which are to be funded under a specific project. The task order(s) will cover the Design, Construction, and Planning and Special Services Phases of the specific project. Should the **CITY** and **ENGINEER** not reach agreement on services and/or conditions within 30 calendar days, either party may, after written notice, terminate this Agreement in whole or in part. No fees will be earned or payable until the agreement on services and/or conditions is finalized and approved by the **CITY**, except for any preparatory work such as surveys, investigations, etc. previously authorized by the **CITY**.

II. CHARGES FOR ENGINEERING SERVICES

- A. The **CITY** agrees to pay the **ENGINEER** as compensation for rendering the professional engineering services herein above as agreed to between the parties.
- B. For services of the **ENGINEER** provided at the request of the **CITY** that are not otherwise included as a part of a specific project task order, the Engineer will be compensated for its reasonable and customary charges, after prior written acceptance of the proposed charges by the **CITY**, and only for those tasks performed which are not made necessary due to the fault or error of the **ENGINEER**.
- C. The **CITY** by a written thirty (30) day notice, may terminate this agreement in whole or in part at any time, because of the failure of the other party to fulfill his agreement obligations. Upon receipt of such notice, the **ENGINEER** shall: (1) immediately discontinue services affected (unless the notice directs otherwise), and (2) deliver to the **CITY** available data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have accumulated by the **ENGINEER** in performing this agreement whether completed or in process. If, after notice of termination for failure to fulfill agreement obligations, it is determined that the **ENGINEER** had not so failed, the termination shall be

deemed to have been effected for the convenience of the **CITY**.

III. SPECIAL CONDITIONS

- A. The **CITY** acknowledges the **ENGINEER'S** drawings and specifications, including available documents on electronic media, and basic survey notes and sketches, charts, computations and other data produced by the **ENGINEER** under this Agreement are instruments of the **ENGINEER'S** professional service. Nevertheless, the information, drawings and specifications prepared under this Agreement shall become the property of the **CITY** upon completion of the services and payment in full of all monies due to the Engineer.

The **ENGINEER** may remove any information from any drawings, computer disks, tracings, construction plans, specifications, maps, survey notes and sketches, charts, computations and other data deemed to be proprietary, copyrighted or confidential in nature. The Owner will not make or permit to be made any modification to the drawings and specifications, as approved, without the prior written authorization of the **ENGINEER**. The **CITY** agrees to waive any claim against the **ENGINEER** arising from any unauthorized transfer, reuse or modification of the information, drawings and specifications.

- B. The Engineer shall proceed to furnish engineering services on any part of the scope of work, after the request has been made in writing by the **CITY**.
- C. Each party binds himself, his partners, successors, executors, administrators and assigns, to the other party of this Agreement and to the partners, successors, executors, administrators and assigns for such other party as to all covenants of this Agreement.
- D. Unless otherwise terminated as provided herein, this agreement expires upon final approval and acceptance of the completed project(s) listed in the development program or within **five (5) years** of the execution of this agreement, whichever occurs first.
- E. The Engineer agrees to conduct the services in compliance with the requirements imposed by or pursuant to "Title VI of the Civil Rights Act of 1964, Part 21 of the Regulations of the Secretary of Transportation, and Executive Order No. 11246, Equal Employment Opportunity", as amended.

IV. SPECIAL PROVISIONS

- A. If any of the services outlined in Section I are furnished by the Engineer by obtaining such services outside the Engineer's organization, the Engineer shall provide an executed contract between the person(s) or firm and the Engineer outlining the services to be performed and the charges for the same. Two (2) copies of the executed contract shall be submitted to the **CITY** for approval prior to the services being performed.
- B. This agreement shall be construed and enforced in accordance with the laws of the State of Illinois and **CITY** and **ENGINEER** hereby consent to the jurisdiction of said State.
- C. During the performance of this contract, the Engineer, for itself, its assignees and successors in interest agrees as follows:
1. The Engineer shall comply with the Regulations relative to nondiscrimination in federally

assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. The **ENGINEER**, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The **ENGINEER** shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 3. In all solicitations either by competitive bidding or negotiation made by the **ENGINEER** for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the **ENGINEER** of the **ENGINEER** obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
 4. In the event of the **ENGINEER'S** noncompliance with the nondiscrimination provisions of this contract, the **CITY** shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
 1. Withholding of payments to the **ENGINEER** under the contract until the **ENGINEER** complies, and/or,
 2. Cancellation, termination, or suspension of the contract, in whole or in part.
 5. The **ENGINEER** shall include the provisions of Paragraphs 1 through 4 in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The **ENGINEER** shall take such action with respect to any subcontract or procurement as the **CITY** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the **ENGINEER** becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the **ENGINEER** may request the **CITY** to enter into such litigation to protect the interests of the **CITY** and, in addition, the **ENGINEER** may request the United States to enter into such litigation to protect the interests of the United States.
- D. Except as otherwise provided for under this Agreement regarding obligations from early termination In Paragraph II. C., the **CITY** may terminate this agreement in whole or in part for its sole convenience by furnishing written sixty (60) *day* notice of such termination to the **ENGINEER**. If a contract for a specific project is terminated for convenience or if a default termination of a specific project agreement is converted to a termination for convenience under Paragraph 11.C., above, the **CITY** will be obligated to compensate the **ENGINEER** for the work performed prior to the termination and a reasonable profit on that portion of the work which was remaining to be completed but was not fully performed as of the date the **ENGINEER** was informed of the **CITY's** decision to terminate, except profit paid to the Engineer shall be limited to the standard percentage applied solely to the amount of work that has been completed by the Engineer at the time of the stop work notice.
- E. The parties hereby certify that there was compliance with the provisions of the State of Illinois' Architectural, Engineering and Land Surveying Qualifications Based Selection Act,

Chapter 30 ILCS 535, in the procurement of the services covered by this Agreement.

V. CONSTRUCTION RESPONSIBILITY

- A. The **ENGINEER**, shall not be responsible for the means, methods, procedures, techniques, or sequences of construction, nor safety on the job site, nor shall **ENGINEER** be responsible for the Contractor's failure to carry out the work in accordance with the contract documents.

VI. ATTORNEY FEES

- A. In the event of litigation based upon, or arising out of, this Agreement, the losing party will pay to the prevailing party all costs of expenses, including attorney's fees, incurred by the prevailing party in the enforcing of any of the covenants and provisions of this Agreement and incurred in any action brought on account of the provisions of this Agreement and incurred in any action brought on account of the provisions hereof, and all such costs, expenses and attorney's fees may be included in and form a part of any judgment entered in any proceeding brought on or under this Agreement. This Agreement shall be bound by the governing laws of the State of Illinois. The parties hereto stipulate and agree that any litigation based upon or arising out of this Agreement shall be filed in the Circuit Court of Tazewell County, Illinois
- B. In as much as all parties have had input and negotiations with respect to this agreement, it is to be construed not as the agreement prepared by either the **CITY**, or the **ENGINEER**, but as a mutual agreement, and no rules of construction shall be applied or construed in favor of one or the other party, in cases of ambiguity, but as the joint effort of both.



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: October 17, 2018

From: Michael Guerra, City Engineer

AGENDA ITEM: Occupancy License Agreement with GW Railroad for CSO Sewer

AGENDA DATE REQUESTED: October 22, 2018

ACTION REQUESTED: To approve three Occupancy License Agreements with Tazewell and Peoria Railroad, Inc. to allow for the installation of the new Combination Sewer Outfall (CSO) interceptor sewer.

DESCRIPTION: This item is for three Occupancy License Agreements with the Tazewell & Peoria Railroad, Inc. to allow the City to install a Combined Sewer Outfall (CSO) interceptor under three rail road crossings. This new interceptor has will allow for additional CSO water to be carried to the wastewater treatment plant for processing to reduce the amount of times the City discharges untreated CSO water into the Illinois River. This interceptor is the third and now final phases of improvements the City was required to construct as part of the consent agreement with the Illinois Environmental Protection Agency (IEPA). The City has been working with the railroad since 2014 to acquire these rights for the installation of the proposed interceptor. After several iterations of submissions, the railroad has provided these agreements underground sewer pipe for railroad crossings at Front Street, Court Street and Caroline Street. While the City would of preferred permanent easements, the railroad would only grant us the occupancy licenses agreements. These agreements will require City to pay an annual fee of \$600 for each location for an annual total of \$1,800 that will need to be budgeted in the future.

FINANCIAL IMPACT: Onetime payment of \$4,000 for each of the three crossing for a total of \$12,000 which has been previously paid. Then annual payments of \$600 for each of the three crossing for a total payment of \$1,800.

Wastewater Budget:

231-030-5-69000 Other contractual - \$100,000 in which \$14,295 has been spent.

Proposed expense - \$1,800

NEIGHBORHOOD CONCERNS: The ability to carry more combined sewer water to the wastewater treatment plant to limit the amount of times the outfalls to the Illinois River.

IMPACT IF APPROVED: The agreement will be entered and the City will be allowed to

install the required CSO interceptor to fulfill its requirements with the Illinois EPA. This will also allow the City to begin to finalize all the plans to allow the project to be let for construction.

IMPACT IF DENIED: The agreement will not be entered and the City will not be allowed to install the required CSO interceptor under the railroad at the three crossings.

ALTERNATIVES: Continue for permanent easements from the Railroad.

RELATED TO EFFICIENCY STUDY: N/A

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

	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
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	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.
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	A High Quality of Life. To support or provide services that improve the quality of life for Pekin's residents.
--	---

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

REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

OCCUPANCY LICENSE AGREEMENT

This Agreement ("Agreement") made this _____ day of _____, by and between **Tazewell & Peoria Railroad, Inc.** ("LICENSOR"), whose address is **C/O Genesee & Wyoming Railroad Services, Inc., 13901 Sutton Park Dr. South, Suite 160, Jacksonville, FL 32224**, and **City of Pekin, Illinois** ("LICENSEE"), whose address is **111 S. Capitol Street, Pekin, IL 61554**.

WHEREAS, LICENSEE has submitted a written request or application to LICENSOR requesting permission to occupy LICENSOR'S property located at or near the location specified in Section 1 below; and

WHEREAS, LICENSOR is willing to grant to LICENSEE the limited right to occupy LICENSOR'S property for the limited purpose described herein.

NOW THEREFORE, in consideration of these promises, the Agreement herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. LOCATION/DESCRIPTION.

1.1 LICENSOR hereby conveys to LICENSEE a license ("Occupancy") to operate upon, along or across LICENSOR'S property as indicated below:

- A. ☐ above ground ☒ below ground
- B. ☐ water pipeline ☒ sewer pipeline ☐ stormwater pipeline ☐ cable tv wireline ☒ fiber optic wireline
- ☐ communications wireline ☐ power wireline

located at or near Mile Post **0.7, WHISKEY MAIN Subdivision, Latitude: 40.565992, Longitude: -89.656908**, at or near **PEKIN**, County of **TAZEWELL**, State of **IL**. Nothing herein contained shall be construed as conferring any property right on LICENSEE.

1.2 Said Occupancy to be located and described as follows:

Underground sewer pipeline – 96" carrier, 120" casing and fiber optic cable in 2" PVC Conduit including necessary appurtenances, structures and other related fixtures, equipment, marker posts or electric power ("**LICENSEE'S Facilities**"), **placed as shown on Exhibit A attached hereto and made a part hereof. LICENSEE'S Facilities are subordinated to all matters of record. LICENSOR reserves the right to use the area three (3) feet below ground level and to enter LICENSEE'S Facilities for construction and maintenance of LICENSOR'S property.**

1.3 THE UNDERSIGNED AGREES that the continuation of the Occupancy and use herein shall be subject to the conditions specified herein.

Section 2. USE/PURPOSE/OWNERSHIP.

2.1 LICENSEE'S Facilities shall be installed to the satisfaction and approval of LICENSOR'S Engineer and all costs of LICENSOR'S Engineer and other technicians or professional consultants as may be required from time to time shall be borne by LICENSEE.

2.2 LICENSEE hereby agrees to reimburse LICENSOR for any and all expenses LICENSOR may incur or be subjected to, or in consequence of, the planning, negotiation, installation, construction, location, changing, alteration, relocation, operation or renewal of said Facilities, within thirty (30) days after receipt of LICENSOR'S invoice for payment.

Section 3. FEE.

Said Agreement and Occupancy is granted contingent upon payment to LICENSOR of an **annual** fee of **\$600**. LICENSEE shall also submit a **one-time agreement processing fee of \$1000, engineering review fee of \$1500** and a **contractor right of**

entry fee of \$1500, which shall be covered by a separate agreement known as CONTRACTOR RIGHT OF ENTRY LICENSE AGREEMENT. LICENSOR reserves the right to adjust the annual fee on each anniversary date of this Agreement, or at such other times as conditions warrant. Billing or acceptance by LICENSOR of any annual fee shall not imply a definite term or otherwise restrict either party from canceling this Agreement as herein provided.

Section 4. TERM/TERMINATION.

This Agreement shall continue in force indefinitely from and after the date hereof, subject, however, to the right of either party to terminate this Agreement as to the Occupancy or LICENSEE'S Facilities, or any part of LICENSEE'S Facilities, at any time, upon giving the other party thirty (30) days' notice in writing of its desire to terminate this Agreement, and indicating in said notice the extent of said facilities and facilities to which such termination shall apply. Notwithstanding the foregoing, in the event that (i) the use of the Occupancy as set forth above in Sections 1 and 2 is materially changed, (ii) LICENSEE'S Facilities are removed, or (iii) LICENSEE defaults on a material obligation hereunder and such default is not cured within 30 days after receipt of written notice from LICENSOR describing such default (or such longer cure period as determined in LICENSOR'S sole discretion), this Agreement shall automatically terminate. When this Agreement shall be terminated as to LICENSEE'S Facilities, or as to any part thereof, LICENSEE within thirty (30) days' after the expiration of the time stated in said termination notice, agrees at LICENSEE'S own risk and sole expense to remove LICENSEE'S Facilities from the property of LICENSOR, or such portion thereof as LICENSOR shall require removed, and to restore LICENSOR premises and property to a neat and safe condition to the satisfaction of LICENSOR'S designated Engineer or Representative, and if LICENSEE shall fail to do so within said time, LICENSOR shall have the right, but not the duty, to remove and restore the same, at the risk and expense of LICENSEE.

Section 5. INDEMNITY/LIABILITY.

5.1. LICENSOR shall not be responsible for any damage to LICENSEE'S Facilities at any time while this Agreement is in effect.

5.2 (a) LICENSEE HEREBY AGREES TO INDEMNIFY, SAVE, HOLD HARMLESS AND DEFEND LICENSOR AND ITS PARENT, AFFILIATES AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST (I) INJURY TO OR DEATH OF ANY PERSON OR PERSONS WHOMSOEVER, INCLUDING BUT NOT LIMITED TO THE AGENTS, EMPLOYEES OR CONTRACTOR(S) OF THE PARTIES HERETO, AND (II) THE LOSS OR DAMAGE TO ANY PROPERTY WHATSOEVER, INCLUDING PROPERTY CLAIMS, DEMANDS, SUITS, JUDGMENTS OR EXPENSES INCURRED IN CONNECTION THEREWITH, RESULTING FROM OR ARISING OUT OF THE ACTS OR OMISSIONS OF LICENSEE, ITS AGENTS, EMPLOYEES OR CONTRACTOR(S), OR RESULTING FROM, ARISING OUT OF, OR OCCURRING IN CONNECTION WITH THE ENTRY OR PRESENCE OF LICENSEE, ITS AGENTS, EMPLOYEES OR CONTRACTOR(S) ON THE PROPERTY, OR RESULTING FROM, ARISING OUT OF, OR OCCURRING IN CONNECTION WITH THE PERFORMANCE OR EXECUTION OF ANY WORK PERFORMED UNDER THIS AGREEMENT OR INCIDENTAL THERETO, INCLUDING BUT NOT LIMITED TO THE USE AND OCCUPANCY OF LICENSEE'S FACILITIES BY LICENSEE, ITS PERMITTEES, INVITEES OR ANY OTHER PERSON OR ENTITY.

(b) THE PARTIES ACKNOWLEDGE THAT THE USE OF LICENSOR'S PREMISES IS FOR THE SOLE CONVENIENCE OF LICENSEE AND THAT LICENSOR SHALL HAVE NO DUTY TO LICENSEE, ITS OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS TO PROVIDE A REASONABLY SAFE PLACE IN WHICH TO WORK, TO PROVIDE ADEQUATE OR SAFE METHODS AND EQUIPMENT FOR THEIR WORK OR TO INSPECT OR MAINTAIN LICENSEE'S FACILITIES FOR SAID SAFE METHODS AND WORK EQUIPMENT NOR TO GIVE ANY WARNINGS OR OTHER NOTICES TO LICENSEE'S EMPLOYEES OR INVITEES REGARDING SAFETY EITHER OF LICENSEE'S FACILITIES AND RELATED WORKPLACE OR LICENSOR'S PROXIMATE RAILROAD OPERATIONS AND THAT ALL SUCH DUTIES SHALL BE ASSUMED BY LICENSEE WHO FURTHER AGREES TO DEFEND AND HOLD HARMLESS LICENSOR, ITS PARENT AND AFFILIATES FROM ANY AND ALL CLAIMS ALLEGING ANY FAILURE TO PERFORM SAID DUTIES.

(c) IN NO EVENT UNDER THIS AGREEMENT WILL LICENSOR HAVE ANY LIABILITY FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE TERM "LICENSOR" AS USED IN THIS SECTION 5 SHALL INCLUDE THE SUCCESSORS, ASSIGNS, AND AFFILIATED COMPANIES OF LICENSOR AND ANY OTHER RAILROAD COMPANY THAT MAY BE LAWFULLY OPERATING UPON AND OVER THE TRACKS,

OR THE TRACKS CROSSING OR ADJACENT TO THE TRACKS, AND THE OFFICERS, AGENTS, INVITEES AND EMPLOYEES THEREOF.

Section 6. RESERVED.

Section 7. RESERVED.

Section 8. ASSIGNMENT.

This Agreement or Occupancy herein granted may not be transferred, assigned or sublet to another party not a signatory hereto without the prior written approval of LICENSOR. Said approval by LICENSOR, subject to LICENSEE'S satisfaction of applicable transfer of rights or assignment fees in effect at that time, shall not be unreasonably withheld.

Section 9. ENVIRONMENTAL/HAZARDOUS MATERIALS.

LICENSOR may, at LICENSOR'S sole discretion, during the removal of LICENSEE'S Facilities in accordance with Section 4, require LICENSEE to conduct an environmental appraisal and report of the property formerly occupied by LICENSEE'S Facilities at LICENSEE'S sole cost and expense. All reports shall be prepared by a LICENSOR approved environmental consultant, to determine if LICENSOR'S property has been environmentally impacted by said Occupancy. All environmental reports, which are prepared subject to this clause, shall be immediately available to LICENSOR by LICENSEE and shall be treated as confidential information by the parties unless disclosure of such environmental reports are required by law. This clause shall survive termination of this Agreement.

Section 10. NOTIFICATION.

In the case of emergency repairs, LICENSEE shall contact LICENSOR by calling LICENSOR's emergency number at (309) 673-1670 in order to obtain LICENSOR'S consent prior to entering LICENSOR's property.

Section 11. RESERVED.

Section 12. ALTERATIONS/REPAIRS.

12.1 In the event LICENSEE desires to make changes in the physical or operational characteristics of said Occupancy, LICENSEE shall first obtain in writing the consent and approval of LICENSOR.

12.2 Any entry onto LICENSOR'S property by LICENSEE its employees, agents, representatives or contractors after LICENSEE'S Facilities have initially been constructed shall occur only upon obtaining LICENSOR'S consent pursuant to Section 12 herein, if required, and entering into an additional CONTRACTOR RIGHT OF ENTRY LICENSE AGREEMENT with LICENSOR prior to entry. LICENSEE agrees that any physical or operational changes that LICENSEE desires to make shall be made at LICENSEE'S sole risk, cost and expense and subject to all the terms, covenants conditions and limitation of this Agreement. Any "flagging" services determined at LICENSOR's sole discretion to be necessary shall be at LICENSEE'S sole cost and expense.

Section 13. RESERVED.

Section 14. INSURANCE.

LICENSEE agrees to comply with the **INSURANCE REQUIREMENTS**, attached hereto as Exhibit C and made a part hereof, and shall provide the required Certificate of Insurance to LICENSOR simultaneous to the execution of this Agreement.

Section 15. RESERVED.

Section 16. RESERVED.

Section 17. RESERVED.

Section 18. GOVERNMENTAL REQUIREMENTS.

18.1 LICENSEE shall comply with any and all laws, statutes, ordinances, rules, regulations, orders, decisions (collectively, the "Laws"), issued by any federal, state or municipal governmental body or agency established thereby ("Authority"), relating to the construction, maintenance, and use of the LICENSEE's Facilities by LICENSEE and any the use of LICENSOR'S property.

18.2 LICENSEE, in its Occupancy as granted herein, shall not create or permit any condition on LICENSOR's property that could present a threat to human health or to the environment. LICENSEE shall at all times be in full compliance with all Laws, present or future, set by any Authority, including but not limited to any, environmental laws concerning water quality (surface of underground), hazardous substances and hazardous waste(s).

18.3 Should any discharge, leakage, spillage, emission or pollution of any type occur or arise on LICENSOR's Property as a result of LICENSEE'S presence, use, operation or exercise of the rights granted herein, LICENSEE shall immediately notify LICENSOR and shall, at LICENSEE'S expense, be obligated to clean all property affected thereby, whether owned or controlled by LICENSOR or any third persons, to the satisfaction of LICENSOR (insofar as the property owned or controlled by LICENSOR is concerned) and any governmental body having jurisdiction in the matter. LICENSOR may, at its option, clean the property; if LICENSOR elects to do so, LICENSEE shall pay LICENSOR the reasonable cost of such cleanup promptly upon the receipt of a bill therefor.

18.4 LICENSEE AGREES TO RELEASE, INDEMNIFY AND DEFEND LICENSOR AND ITS PARENT AND AFFILIATES FROM AND AGAINST ALL LIABILITY, COST AND EXPENSE (INCLUDING, WITHOUT LIMITATION, ANY FINES, PENALTIES, JUDGMENTS, LITIGATION COSTS AND ATTORNEY FEES) INCURRED BY LICENSOR AS A RESULT OF LICENSEE'S BREACH OF THIS SECTION 18 REGARDLESS OF LICENSOR'S NEGLIGENCE, EXCEPT TO THE EXTENT ANY SUCH LIABILITIES, COSTS AND EXPENSES ARE SOLELY CAUSED BY THE GROSS NEGLIGENCE OF LICENSOR, ITS OFFICERS, AGENTS, INVITEES OR EMPLOYEES.

Section 19. RESERVED.**Section 20. RESERVED.****Section 21. RESERVED.****Section 22. LEGAL NOTICES.**

Any notice, demand, approval, consents or communication required, permitted or desired to be given hereunder shall be in writing and shall be served on the parties at the following respective addresses:

LICENSEE: City of Pekin, Illinois
111 S. Capitol Street
Pekin, IL 61554
Attention: Real Estate

LICENSOR: Tazewell & Peoria Railroad, Inc.
c/o Genesee & Wyoming Railroad Services, Inc.
Real Estate Department
13901 Sutton Park Drive South
Suite 160
Jacksonville, FL 32224

Copy to:
General Counsel
Genesee & Wyoming Inc.
20 West Avenue
Darien, CT 06820

the attention of such other person or officer, as any party may by written notice designate. Any notice, demand or communication required, permitted or desired to be given hereunder shall be sent either (a) by hand delivery, in which case notice shall be deemed received when actually delivered, (b) by prepaid certified or registered mail, return receipt requested, in which case notice shall be deemed received three calendar days after deposit, postage prepaid in the United States Mail, or (c) by a nationally recognized overnight courier, in which case notice shall be deemed received one business day after deposit with such courier.

Section 23. SPECIAL PROVISIONS.

If required by LICENSOR, LICENSEE at its sole cost and expense, shall furnish LICENSOR with a **survey drawing**, showing the final exact location of said Occupancy and LICENSEE'S Facilities. The survey drawing shall indicate LICENSOR'S survey valuation station which said installation is located, and/or the position of LICENSEE'S Facilities in relation to the center line of the track and/or the centerline of the closest public street crossing said track(s). Said survey drawing to be attached to this Agreement as **Exhibit B** and made a part hereof.

Section 24. PRIOR AGREEMENTS.

Execution of this Agreement shall supersede and/or cancel, as of the date first above written, any and all previous agreements, if any, related to the Occupancy and use herein described, which may exist between the parties or their predecessors.

Section 25. APPLICABLE LAW.

This Agreement shall be governed by and construed under the laws of the State of IL without regard to the choice of law provisions thereof.

Section 26. INTERPRETATION/SEVERABILITY.

To the maximum extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this Agreement.

Section 26. HEADINGS. The headings of the Sections of this Agreement are inserted for convenience only and are not intended to govern, limit or aid in the construction of any term or provision of this Agreement.

Section 27. CONSTRUCTION OF TERMS. The terms of this Agreement have been arrived at after mutual negotiation and, therefore, it is the intention of the Parties that its terms not be construed against any of the Parties by reason of the fact that it was prepared by one of the Parties.

Section 28. COUNTERPARTS.

This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and counterparts of this Agreement may also be exchanged via electronic facsimile machines and any electronic facsimile of any party's signature shall be deemed to be an original signature for all purpose.

(Signature Page Follows)

THIS AGREEMENT IS hereby declared to be binding upon the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seals this _____ day of _____.

LICENSOR

Tazewell & Peoria Railroad, Inc.

By: _____

Name:

Its:

LICENSEE

City of Pekin, Illinois

By: _____

Name:

Its:

Attachment: TZPR16042380 - City of Pekin (1536 : Occupancy License Agreement with GW Railroad for CSO Sewer)

EXHIBIT A

LICENSEE'S FACILITIES

Whiskey Main Subdivision, Latitude: 40.565992, Longitude: -89.656908

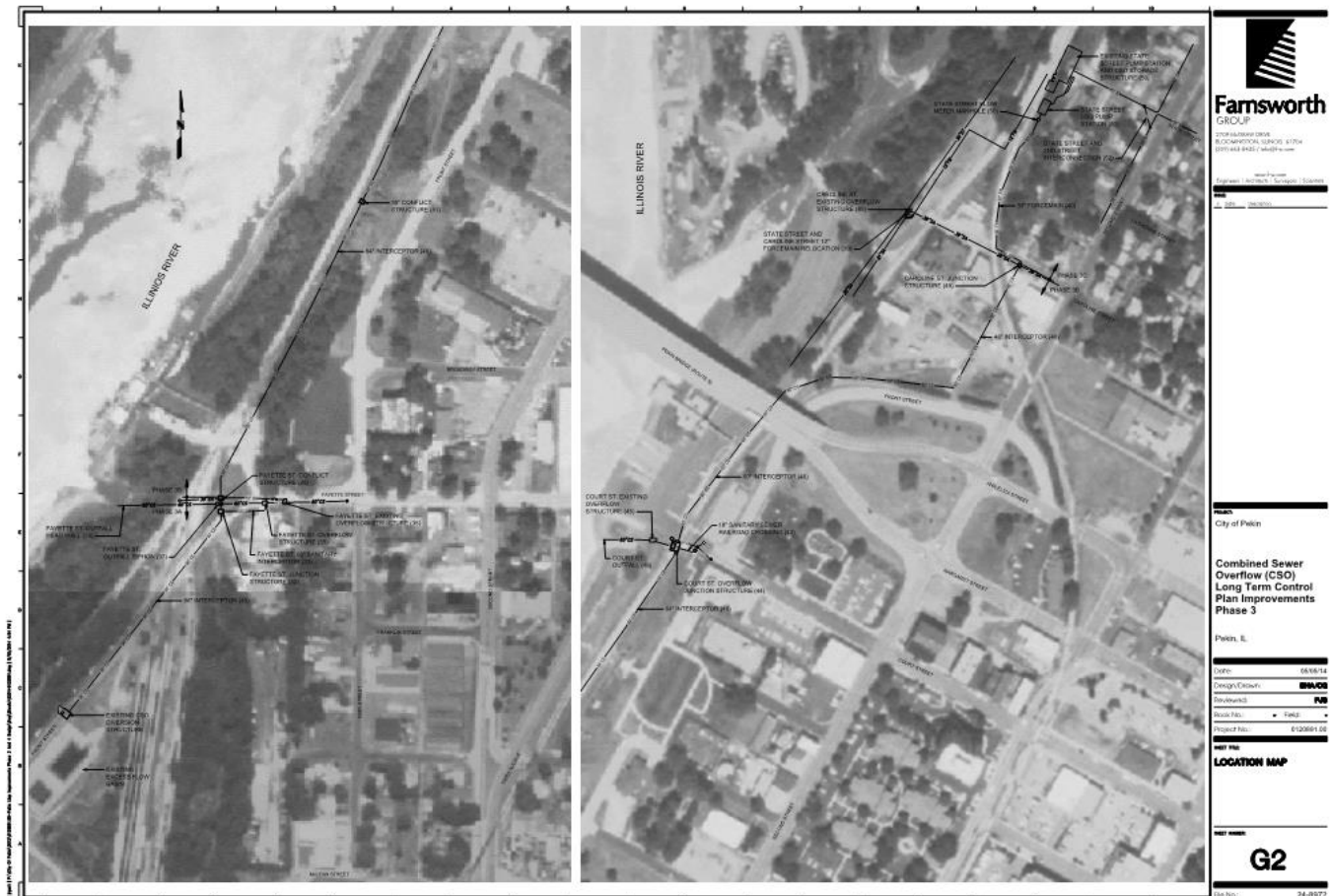


EXHIBIT B

SURVEY

EXHIBIT C**INSURANCE REQUIREMENTS**

(a) The Licensee shall, at its own cost and expense, prior to entry onto Licensor's Property or the commencement of any work pursuant to this Agreement, procure and thereafter maintain throughout the term of this Agreement the following types and minimum amounts of insurance:

(i) The Licensee shall maintain Public Liability or Commercial General Liability Insurance ("CGL"), including Contractual Liability Coverage and CG 24 17 "Contractual Liability – Railroads" endorsement, covering all liabilities assumed by the Licensee under this Agreement, without exception or restriction of any kind, with a combined single limit of not less than Two Million Dollars (\$2,000,000) for Bodily Injury and/or Property Damage Liability per occurrence, and an aggregate limit of not less than Six Million Dollars (\$6,000,000) per annual policy period. Such insurance policy shall be endorsed to provide a **Waiver of Subrogation in favor of the Licensor and its affiliates** and shall name the **Licensor and its affiliates as Additional Insured**. An Umbrella or Excess policy may be utilized to satisfy the required limits of liability under this section, but must "follow form" and afford no less coverage than the primary policy.

(ii) The Licensee shall maintain Commercial Automobile Insurance for all owned, non-owned and hired vehicles with a combined single limit of not less than One Million Dollars (\$1,000,000) for Bodily Injury and/or Property Damage Liability per occurrence. Such insurance policy shall be endorsed to provide a **Waiver of Subrogation in favor of the Licensor and its affiliates** and shall name the **Licensor and its affiliates as Additional Insured**.

(iii) The Licensee shall maintain Statutory Workers' Compensation and Employers' Liability Insurance for its employees (if any) with minimum limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury by Accident, Each Accident; One Million Dollars (\$1,000,000) for Bodily Injury by Disease, Policy Limit; One Million Dollars (\$1,000,000) for Bodily Injury by Disease, Each Employee. Such insurance policy shall be endorsed to provide a **Waiver of Subrogation in favor of the Licensor and its affiliates**, if applicable.

(iv) **Prior to any construction project within 50' of the railroad track**, the Licensee shall purchase Railroad Protective Liability Insurance naming the Railroad as the named insured with limits of Two Million Dollars (\$2,000,000) each occurrence and Six Million Dollars (\$6,000,000) aggregate limit. The policy shall be issued on a standard ISO form CG 00 35 12 03, or, if available, obtain such coverage from the Railroad.

(b) The following general insurance requirements shall apply:

(i) The specified insurance policies must be effected under standard form policies underwritten by insurers licensed in the state where work is to be performed, and carry a minimum Best's rating of "A-" and size "Class VII" or better. The Licensor reserves the right to reject as inadequate any insurance coverage provided by an insurer that is rated less than the ratings specified in this section.

(ii) All coverages shall be **primary and non-contributory to any insurance coverages maintained by the Licensor and its affiliates**.

(iii) All insurance policies shall be endorsed to provide the Licensor with thirty (30) days prior written notice of cancellation, non-renewal or material changes.

(iv) The Licensee shall provide the Licenser with certificates of insurance evidencing the insurance coverages, terms and conditions required prior to commencement of any activities on or about the Property. Said certificates should reference this Occupancy License Agreement by agreement date and description and shall be furnished to the Licenser at the following address, or to such other address as the Licenser may hereafter specify:

Tazewell & Peoria Railroad, Inc.
C/O Genesee & Wyoming Railroad Services, Inc.
13901 Sutton Park Drive South, Suite 160
Jacksonville, FL 32224

(v) If any policies providing the required coverages are written on a Claims-Made basis, the following shall apply:

- (1) The retroactive date shall be prior to the commencement of the work;
- (2) The Licensee shall maintain such policies on a continuous basis;
- (3) If there is a change in insurer or policies are canceled or not renewed, the Licensee shall purchase an extended reporting period of not less than three (3) years after the contract completion date; and
- (4) Licensee shall arrange for adequate time for reporting of any loss under this Agreement.

(c) The Licenser may require the Licensee to purchase additional insurance if the Licenser reasonably determines that the amount of insurance then being maintained by the Licensee is insufficient in light of all relevant factors. If the Licensee is required to purchase additional insurance, the Licenser will notify the Licensee. Failure of the Licensee to comply within thirty (30) days shall be considered a default subject to termination of the Agreement.

(d) Furnishing of insurance by the Licensee shall not limit the Licensee's liability under this Agreement, but shall be additional security therefore.

(e) The above indicated insurance coverages shall be enforceable by any legitimate claimant after the termination or cancellation of this Agreement, or any amendment hereto, whether by expiration of time, by operation of law or otherwise, so long as the basis of the claim against the insurance company occurred during the period of time when the Agreement was in effect and the insurance was in force.

(f) Failure to provide the required insurance coverages or endorsements (including contractual liability endorsement) or adequate reporting time shall be at Licensee's sole risk.

(g) If contractors are utilized, the Licensee agrees to require all such contractors to comply with the insurance requirements of this Exhibit C and sign a separate right of entry agreement, as required by the Agreement.

OCCUPANCY LICENSE AGREEMENT

This Agreement ("Agreement") made this _____ day of _____, by and between **Tazewell & Peoria Railroad, Inc.** ("LICENSOR"), whose address is **C/O Genesee & Wyoming Railroad Services, Inc., 13901 Sutton Park Dr. South, Suite 160, Jacksonville, FL 32224**, and **City of Pekin, Illinois** ("LICENSEE"), whose address is **111 S. Capitol Street, Pekin, IL 61554**.

WHEREAS, LICENSEE has submitted a written request or application to LICENSOR requesting permission to occupy LICENSOR'S property located at or near the location specified in Section 1 below; and

WHEREAS, LICENSOR is willing to grant to LICENSEE the limited right to occupy LICENSOR'S property for the limited purpose described herein.

NOW THEREFORE, in consideration of these promises, the Agreement herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. LOCATION/DESCRIPTION.

1.1 LICENSOR hereby conveys to LICENSEE a license ("Occupancy") to operate upon, along or across LICENSOR'S property as indicated below:

A. ☐ above ground ☒ below ground

B. ☐ water pipeline ☒ sewer pipeline ☐ stormwater pipeline ☐ cable tv wireline ☒ fiber optic wireline

☐ communications wireline ☐ power wireline

located at or near Mile Post **0.26, WHISKEY MAIN Subdivision, Latitude: 40.57171, Longitude: -89.653194**, at or near **PEKIN**, County of **TAZEWELL**, State of **IL**. Nothing herein contained shall be construed as conferring any property right on LICENSEE.

1.2 Said Occupancy to be located and described as follows:

Underground sewer pipeline – 48" carrier, 68" casing and fiber optic cable in 2" PVC Conduit including necessary appurtenances, structures and other related fixtures, equipment, marker posts or electric power ("**LICENSEE'S Facilities**"), **placed as shown on Exhibit A attached hereto and made a part hereof. LICENSEE'S Facilities are subordinated to all matters of record. LICENSOR reserves the right to use the area three (3) feet below ground level and to enter LICENSEE'S Facilities for construction and maintenance of LICENSOR'S property.**

1.3 THE UNDERSIGNED AGREES that the continuation of the Occupancy and use herein shall be subject to the conditions specified herein.

Section 2. USE/PURPOSE/OWNERSHIP.

2.1 LICENSEE'S Facilities shall be installed to the satisfaction and approval of LICENSOR'S Engineer and all costs of LICENSOR'S Engineer and other technicians or professional consultants as may be required from time to time shall be borne by LICENSEE.

2.2 LICENSEE hereby agrees to reimburse LICENSOR for any and all expenses LICENSOR may incur or be subjected to, or in consequence of, the planning, negotiation, installation, construction, location, changing, alteration, relocation, operation or renewal of said Facilities, within thirty (30) days after receipt of LICENSOR'S invoice for payment.

Section 3. FEE.

Said Agreement and Occupancy is granted contingent upon payment to LICENSOR of an **annual** fee of **\$600**. LICENSEE shall also submit a **one-time agreement processing fee of \$1000, engineering review fee of \$1500** and a **contractor right of**

entry fee of \$1500, which shall be covered by a separate agreement known as CONTRACTOR RIGHT OF ENTRY LICENSE AGREEMENT. LICENSOR reserves the right to adjust the annual fee on each anniversary date of this Agreement, or at such other times as conditions warrant. Billing or acceptance by LICENSOR of any annual fee shall not imply a definite term or otherwise restrict either party from canceling this Agreement as herein provided.

Section 4. TERM/TERMINATION.

This Agreement shall continue in force indefinitely from and after the date hereof, subject, however, to the right of either party to terminate this Agreement as to the Occupancy or LICENSEE'S Facilities, or any part of LICENSEE'S Facilities, at any time, upon giving the other party thirty (30) days' notice in writing of its desire to terminate this Agreement, and indicating in said notice the extent of said facilities and facilities to which such termination shall apply. Notwithstanding the foregoing, in the event that (i) the use of the Occupancy as set forth above in Sections 1 and 2 is materially changed, (ii) LICENSEE'S Facilities are removed, or (iii) LICENSEE defaults on a material obligation hereunder and such default is not cured within 30 days after receipt of written notice from LICENSOR describing such default (or such longer cure period as determined in LICENSOR'S sole discretion), this Agreement shall automatically terminate. When this Agreement shall be terminated as to LICENSEE'S Facilities, or as to any part thereof, LICENSEE within thirty (30) days' after the expiration of the time stated in said termination notice, agrees at LICENSEE'S own risk and sole expense to remove LICENSEE'S Facilities from the property of LICENSOR, or such portion thereof as LICENSOR shall require removed, and to restore LICENSOR premises and property to a neat and safe condition to the satisfaction of LICENSOR'S designated Engineer or Representative, and if LICENSEE shall fail to do so within said time, LICENSOR shall have the right, but not the duty, to remove and restore the same, at the risk and expense of LICENSEE.

Section 5. INDEMNITY/LIABILITY.

5.1. LICENSOR shall not be responsible for any damage to LICENSEE'S Facilities at any time while this Agreement is in effect.

5.2 (a) LICENSEE HEREBY AGREES TO INDEMNIFY, SAVE, HOLD HARMLESS AND DEFEND LICENSOR AND ITS PARENT, AFFILIATES AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST (I) INJURY TO OR DEATH OF ANY PERSON OR PERSONS WHOMSOEVER, INCLUDING BUT NOT LIMITED TO THE AGENTS, EMPLOYEES OR CONTRACTOR(S) OF THE PARTIES HERETO, AND (II) THE LOSS OR DAMAGE TO ANY PROPERTY WHATSOEVER, INCLUDING PROPERTY CLAIMS, DEMANDS, SUITS, JUDGMENTS OR EXPENSES INCURRED IN CONNECTION THEREWITH, RESULTING FROM OR ARISING OUT OF THE ACTS OR OMISSIONS OF LICENSEE, ITS AGENTS, EMPLOYEES OR CONTRACTOR(S), OR RESULTING FROM, ARISING OUT OF, OR OCCURRING IN CONNECTION WITH THE ENTRY OR PRESENCE OF LICENSEE, ITS AGENTS, EMPLOYEES OR CONTRACTOR(S) ON THE PROPERTY, OR RESULTING FROM, ARISING OUT OF, OR OCCURRING IN CONNECTION WITH THE PERFORMANCE OR EXECUTION OF ANY WORK PERFORMED UNDER THIS AGREEMENT OR INCIDENTAL THERETO, INCLUDING BUT NOT LIMITED TO THE USE AND OCCUPANCY OF LICENSEE'S FACILITIES BY LICENSEE, ITS PERMITTEES, INVITEES OR ANY OTHER PERSON OR ENTITY.

(b) THE PARTIES ACKNOWLEDGE THAT THE USE OF LICENSOR'S PREMISES IS FOR THE SOLE CONVENIENCE OF LICENSEE AND THAT LICENSOR SHALL HAVE NO DUTY TO LICENSEE, ITS OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS TO PROVIDE A REASONABLY SAFE PLACE IN WHICH TO WORK, TO PROVIDE ADEQUATE OR SAFE METHODS AND EQUIPMENT FOR THEIR WORK OR TO INSPECT OR MAINTAIN LICENSEE'S FACILITIES FOR SAID SAFE METHODS AND WORK EQUIPMENT NOR TO GIVE ANY WARNINGS OR OTHER NOTICES TO LICENSEE'S EMPLOYEES OR INVITEES REGARDING SAFETY EITHER OF LICENSEE'S FACILITIES AND RELATED WORKPLACE OR LICENSOR'S PROXIMATE RAILROAD OPERATIONS AND THAT ALL SUCH DUTIES SHALL BE ASSUMED BY LICENSEE WHO FURTHER AGREES TO DEFEND AND HOLD HARMLESS LICENSOR, ITS PARENT AND AFFILIATES FROM ANY AND ALL CLAIMS ALLEGING ANY FAILURE TO PERFORM SAID DUTIES.

(c) IN NO EVENT UNDER THIS AGREEMENT WILL LICENSOR HAVE ANY LIABILITY FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE TERM "LICENSOR" AS USED IN THIS SECTION 5 SHALL INCLUDE THE SUCCESSORS, ASSIGNS, AND AFFILIATED COMPANIES OF LICENSOR AND ANY OTHER RAILROAD COMPANY THAT MAY BE LAWFULLY OPERATING UPON AND OVER THE TRACKS,

OR THE TRACKS CROSSING OR ADJACENT TO THE TRACKS, AND THE OFFICERS, AGENTS, INVITEES AND EMPLOYEES THEREOF.

Section 6. RESERVED.

Section 7. RESERVED.

Section 8. ASSIGNMENT.

This Agreement or Occupancy herein granted may not be transferred, assigned or sublet to another party not a signatory hereto without the prior written approval of LICENSOR. Said approval by LICENSOR, subject to LICENSEE'S satisfaction of applicable transfer of rights or assignment fees in effect at that time, shall not be unreasonably withheld.

Section 9. ENVIRONMENTAL/HAZARDOUS MATERIALS.

LICENSOR may, at LICENSOR'S sole discretion, during the removal of LICENSEE'S Facilities in accordance with Section 4, require LICENSEE to conduct an environmental appraisal and report of the property formerly occupied by LICENSEE'S Facilities at LICENSEE'S sole cost and expense. All reports shall be prepared by a LICENSOR approved environmental consultant, to determine if LICENSOR'S property has been environmentally impacted by said Occupancy. All environmental reports, which are prepared subject to this clause, shall be immediately available to LICENSOR by LICENSEE and shall be treated as confidential information by the parties unless disclosure of such environmental reports are required by law. This clause shall survive termination of this Agreement.

Section 10. NOTIFICATION.

In the case of emergency repairs, LICENSEE shall contact LICENSOR by calling LICENSOR's emergency number at (309) 673-1670 in order to obtain LICENSOR'S consent prior to entering LICENSOR'S property.

Section 11. RESERVED.

Section 12. ALTERATIONS/REPAIRS.

12.1 In the event LICENSEE desires to make changes in the physical or operational characteristics of said Occupancy, LICENSEE shall first obtain in writing the consent and approval of LICENSOR.

12.2 Any entry onto LICENSOR'S property by LICENSEE its employees, agents, representatives or contractors after LICENSEE'S Facilities have initially been constructed shall occur only upon obtaining LICENSOR'S consent pursuant to Section 12 herein, if required, and entering into an additional CONTRACTOR RIGHT OF ENTRY LICENSE AGREEMENT with LICENSOR prior to entry. LICENSEE agrees that any physical or operational changes that LICENSEE desires to make shall be made at LICENSEE'S sole risk, cost and expense and subject to all the terms, covenants conditions and limitation of this Agreement. Any "flagging" services determined at LICENSOR's sole discretion to be necessary shall be at LICENSEE'S sole cost and expense.

Section 13. RESERVED.

Section 14. INSURANCE.

LICENSEE agrees to comply with the **INSURANCE REQUIREMENTS**, attached hereto as Exhibit C and made a part hereof, and shall provide the required Certificate of Insurance to LICENSOR simultaneous to the execution of this Agreement.

Section 15. RESERVED.

Section 16. RESERVED.

Section 17. RESERVED.

Section 18. GOVERNMENTAL REQUIREMENTS.

18.1 LICENSEE shall comply with any and all laws, statutes, ordinances, rules, regulations, orders, decisions (collectively, the "Laws"), issued by any federal, state or municipal governmental body or agency established thereby ("Authority"), relating to the construction, maintenance, and use of the LICENSEE's Facilities by LICENSEE and any the use of LICENSOR'S property.

18.2 LICENSEE, in its Occupancy as granted herein, shall not create or permit any condition on LICENSOR's property that could present a threat to human health or to the environment. LICENSEE shall at all times be in full compliance with all Laws, present or future, set by any Authority, including but not limited to any, environmental laws concerning water quality (surface of underground), hazardous substances and hazardous waste(s).

18.3 Should any discharge, leakage, spillage, emission or pollution of any type occur or arise on LICENSOR's Property as a result of LICENSEE'S presence, use, operation or exercise of the rights granted herein, LICENSEE shall immediately notify LICENSOR and shall, at LICENSEE'S expense, be obligated to clean all property affected thereby, whether owned or controlled by LICENSOR or any third persons, to the satisfaction of LICENSOR (insofar as the property owned or controlled by LICENSOR is concerned) and any governmental body having jurisdiction in the matter. LICENSOR may, at its option, clean the property; if LICENSOR elects to do so, LICENSEE shall pay LICENSOR the reasonable cost of such cleanup promptly upon the receipt of a bill therefor.

18.4 LICENSEE AGREES TO RELEASE, INDEMNIFY AND DEFEND LICENSOR AND ITS PARENT AND AFFILIATES FROM AND AGAINST ALL LIABILITY, COST AND EXPENSE (INCLUDING, WITHOUT LIMITATION, ANY FINES, PENALTIES, JUDGMENTS, LITIGATION COSTS AND ATTORNEY FEES) INCURRED BY LICENSOR AS A RESULT OF LICENSEE'S BREACH OF THIS SECTION 18 REGARDLESS OF LICENSOR'S NEGLIGENCE, EXCEPT TO THE EXTENT ANY SUCH LIABILITIES, COSTS AND EXPENSES ARE SOLELY CAUSED BY THE GROSS NEGLIGENCE OF LICENSOR, ITS OFFICERS, AGENTS, INVITEES OR EMPLOYEES.

Section 19. RESERVED.**Section 20. RESERVED.****Section 21. RESERVED.****Section 22. LEGAL NOTICES.**

Any notice, demand, approval, consents or communication required, permitted or desired to be given hereunder shall be in writing and shall be served on the parties at the following respective addresses:

LICENSEE: City of Pekin, Illinois
111 S. Capitol Street
Pekin, IL 61554
Attention: Real Estate

LICENSOR: Tazewell & Peoria Railroad, Inc.
c/o Genesee & Wyoming Railroad Services, Inc.
Real Estate Department
13901 Sutton Park Drive South
Suite 160
Jacksonville, FL 32224

Copy to:
General Counsel
Genesee & Wyoming Inc.
20 West Avenue
Darien, CT 06820

the attention of such other person or officer, as any party may by written notice designate. Any notice, demand or communication required, permitted or desired to be given hereunder shall be sent either (a) by hand delivery, in which case notice shall be deemed received when actually delivered, (b) by prepaid certified or registered mail, return receipt requested, in which case notice shall be deemed received three calendar days after deposit, postage prepaid in the United States Mail, or (c) by a nationally recognized overnight courier, in which case notice shall be deemed received one business day after deposit with such courier.

Section 23. SPECIAL PROVISIONS.

If required by LICENSOR, LICENSEE at its sole cost and expense, shall furnish LICENSOR with a **survey drawing**, showing the final exact location of said Occupancy and LICENSEE'S Facilities. The survey drawing shall indicate LICENSOR'S survey valuation station which said installation is located, and/or the position of LICENSEE'S Facilities in relation to the center line of the track and/or the centerline of the closest public street crossing said track(s). Said survey drawing to be attached to this Agreement as **Exhibit B** and made a part hereof.

Section 24. PRIOR AGREEMENTS.

Execution of this Agreement shall supersede and/or cancel, as of the date first above written, any and all previous agreements, if any, related to the Occupancy and use herein described, which may exist between the parties or their predecessors.

Section 25. APPLICABLE LAW.

This Agreement shall be governed by and construed under the laws of the State of IL without regard to the choice of law provisions thereof.

Section 26. INTERPRETATION/SEVERABILITY.

To the maximum extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this Agreement.

Section 26. HEADINGS. The headings of the Sections of this Agreement are inserted for convenience only and are not intended to govern, limit or aid in the construction of any term or provision of this Agreement.

Section 27. CONSTRUCTION OF TERMS. The terms of this Agreement have been arrived at after mutual negotiation and, therefore, it is the intention of the Parties that its terms not be construed against any of the Parties by reason of the fact that it was prepared by one of the Parties.

Section 28. COUNTERPARTS.

This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and counterparts of this Agreement may also be exchanged via electronic facsimile machines and any electronic facsimile of any party's signature shall be deemed to be an original signature for all purpose.

(Signature Page Follows)

THIS AGREEMENT IS hereby declared to be binding upon the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seals this _____ day of _____.

LICENSOR

Tazewell & Peoria Railroad, Inc.

By: _____

Name:

Its:

LICENSEE

City of Pekin, Illinois

By: _____

Name:

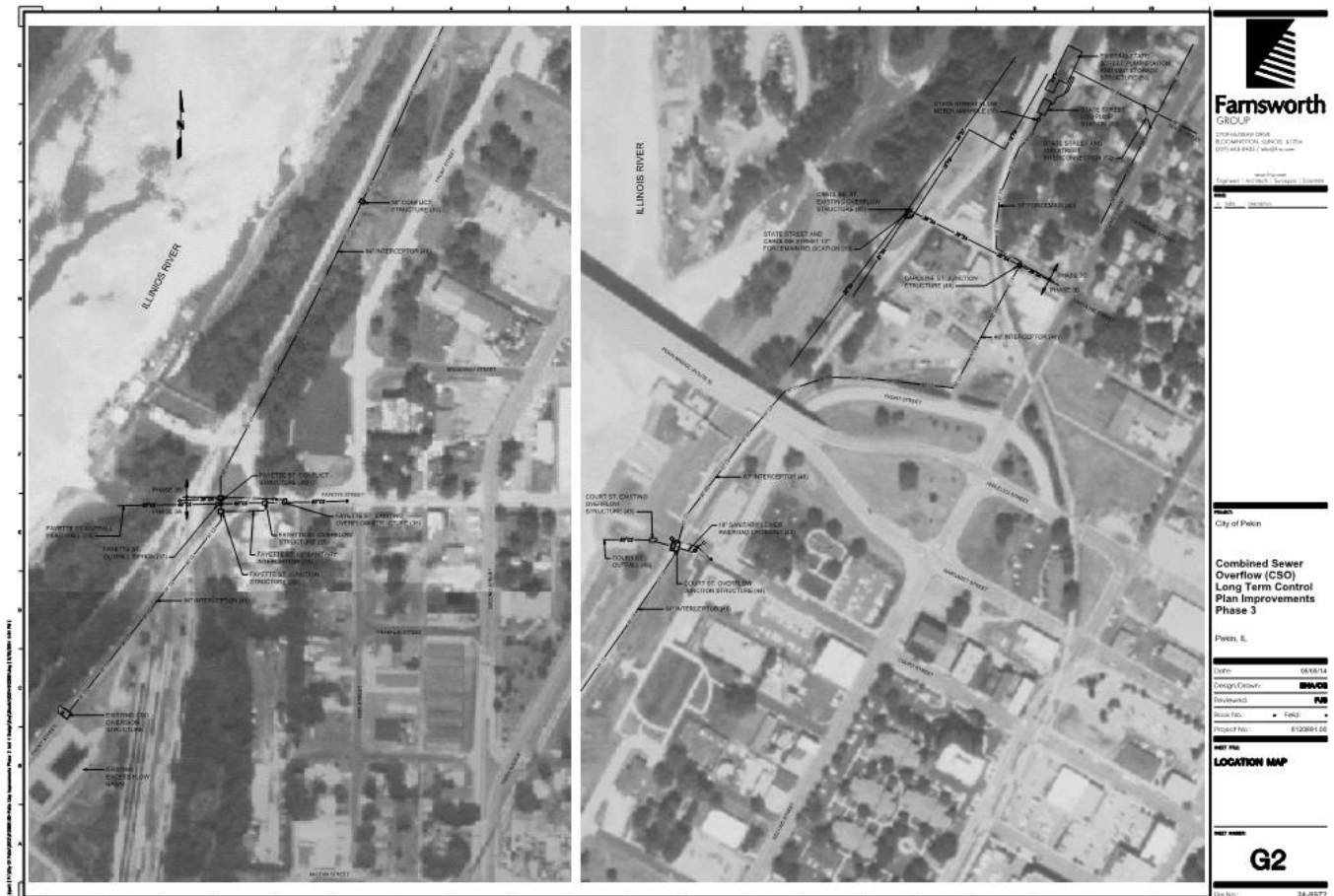
Its:

Attachment: TZPR16042382 - City of Pekin (1536 : Occupancy License Agreement with GW Railroad for CSO Sewer)

EXHIBIT A

LICENSEE'S FACILITIES

Whiskey Main Subdivision, Latitude: 40.57171, Longitude: -89.653194



Attachment: TZPR16042382 - City of Pekin (1536 : Occupancy License Agreement with GW Railroad for CSO Sewer)

EXHIBIT B

SURVEY

EXHIBIT C**INSURANCE REQUIREMENTS**

(a) The Licensee shall, at its own cost and expense, prior to entry onto Licensor's Property or the commencement of any work pursuant to this Agreement, procure and thereafter maintain throughout the term of this Agreement the following types and minimum amounts of insurance:

(i) The Licensee shall maintain Public Liability or Commercial General Liability Insurance ("CGL"), including Contractual Liability Coverage and CG 24 17 "Contractual Liability – Railroads" endorsement, covering all liabilities assumed by the Licensee under this Agreement, without exception or restriction of any kind, with a combined single limit of not less than Two Million Dollars (\$2,000,000) for Bodily Injury and/or Property Damage Liability per occurrence, and an aggregate limit of not less than Six Million Dollars (\$6,000,000) per annual policy period. Such insurance policy shall be endorsed to provide a **Waiver of Subrogation in favor of the Licensor and its affiliates** and shall name the **Licensor and its affiliates as Additional Insured**. An Umbrella or Excess policy may be utilized to satisfy the required limits of liability under this section, but must "follow form" and afford no less coverage than the primary policy.

(ii) The Licensee shall maintain Commercial Automobile Insurance for all owned, non-owned and hired vehicles with a combined single limit of not less than One Million Dollars (\$1,000,000) for Bodily Injury and/or Property Damage Liability per occurrence. Such insurance policy shall be endorsed to provide a **Waiver of Subrogation in favor of the Licensor and its affiliates** and shall name the **Licensor and its affiliates as Additional Insured**.

(iii) The Licensee shall maintain Statutory Workers' Compensation and Employers' Liability Insurance for its employees (if any) with minimum limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury by Accident, Each Accident; One Million Dollars (\$1,000,000) for Bodily Injury by Disease, Policy Limit; One Million Dollars (\$1,000,000) for Bodily Injury by Disease, Each Employee. Such insurance policy shall be endorsed to provide a **Waiver of Subrogation in favor of the Licensor and its affiliates**, if applicable.

(iv) **Prior to any construction project within 50' of the railroad track**, the Licensee shall purchase Railroad Protective Liability Insurance naming the Railroad as the named insured with limits of Two Million Dollars (\$2,000,000) each occurrence and Six Million Dollars (\$6,000,000) aggregate limit. The policy shall be issued on a standard ISO form CG 00 35 12 03, or, if available, obtain such coverage from the Railroad.

(b) The following general insurance requirements shall apply:

(i) The specified insurance policies must be effected under standard form policies underwritten by insurers licensed in the state where work is to be performed, and carry a minimum Best's rating of "A-" and size "Class VII" or better. The Licensor reserves the right to reject as inadequate any insurance coverage provided by an insurer that is rated less than the ratings specified in this section.

(ii) All coverages shall be **primary and non-contributory to any insurance coverages maintained by the Licensor and its affiliates**.

(iii) All insurance policies shall be endorsed to provide the Licensor with thirty (30) days prior written notice of cancellation, non-renewal or material changes.

(iv) The Licensee shall provide the Licenser with certificates of insurance evidencing the insurance coverages, terms and conditions required prior to commencement of any activities on or about the Property. Said certificates should reference this Occupancy License Agreement by agreement date and description and shall be furnished to the Licenser at the following address, or to such other address as the Licenser may hereafter specify:

Tazewell & Peoria Railroad, Inc.
C/O Genesee & Wyoming Railroad Services, Inc.
13901 Sutton Park Drive South, Suite 160
Jacksonville, FL 32224

(v) If any policies providing the required coverages are written on a Claims-Made basis, the following shall apply:

- (1) The retroactive date shall be prior to the commencement of the work;
- (2) The Licensee shall maintain such policies on a continuous basis;
- (3) If there is a change in insurer or policies are canceled or not renewed, the Licensee shall purchase an extended reporting period of not less than three (3) years after the contract completion date; and
- (4) Licensee shall arrange for adequate time for reporting of any loss under this Agreement.

(c) The Licenser may require the Licensee to purchase additional insurance if the Licenser reasonably determines that the amount of insurance then being maintained by the Licensee is insufficient in light of all relevant factors. If the Licensee is required to purchase additional insurance, the Licenser will notify the Licensee. Failure of the Licensee to comply within thirty (30) days shall be considered a default subject to termination of the Agreement.

(d) Furnishing of insurance by the Licensee shall not limit the Licensee's liability under this Agreement, but shall be additional security therefore.

(e) The above indicated insurance coverages shall be enforceable by any legitimate claimant after the termination or cancellation of this Agreement, or any amendment hereto, whether by expiration of time, by operation of law or otherwise, so long as the basis of the claim against the insurance company occurred during the period of time when the Agreement was in effect and the insurance was in force.

(f) Failure to provide the required insurance coverages or endorsements (including contractual liability endorsement) or adequate reporting time shall be at Licensee's sole risk.

(g) If contractors are utilized, the Licensee agrees to require all such contractors to comply with the insurance requirements of this Exhibit C and sign a separate right of entry agreement, as required by the Agreement.

OCCUPANCY LICENSE AGREEMENT

This Agreement ("Agreement") made this _____ day of _____, by and between **Tazewell & Peoria Railroad, Inc.** ("LICENSOR"), whose address is **C/O Genesee & Wyoming Railroad Services, Inc., 13901 Sutton Park Dr. South, Suite 160, Jacksonville, FL 32224**, and **City of Pekin, Illinois** ("LICENSEE"), whose address is **111 S. Capitol Street, Pekin, IL 61554**.

WHEREAS, LICENSEE has submitted a written request or application to LICENSOR requesting permission to occupy LICENSOR'S property located at or near the location specified in Section 1 below; and

WHEREAS, LICENSOR is willing to grant to LICENSEE the limited right to occupy LICENSOR'S property for the limited purpose described herein.

NOW THEREFORE, in consideration of these promises, the Agreement herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. LOCATION/DESCRIPTION.

1.1 LICENSOR hereby conveys to LICENSEE a license ("Occupancy") to operate upon, along or across LICENSOR'S property as indicated below:

A. ☐ above ground ☒ below ground

B. ☐ water pipeline ☒ sewer pipeline ☐ stormwater pipeline ☐ cable tv wireline ☒ fiber optic wireline

☐ communications wireline ☐ power wireline

located at or near Mile Post **11.9, SOUTHERN Subdivision, Latitude: 40.573447, Longitude: -89.650239**, at or near **PEKIN**, County of **TAZEWELL**, State of **IL**. Nothing herein contained shall be construed as conferring any property right on LICENSEE.

1.2 Said Occupancy to be located and described as follows:

Underground sewer pipeline – 48" carrier, 68" casing and fiber optic cable in 2" PVC Conduit including necessary appurtenances, structures and other related fixtures, equipment, marker posts or electric power ("**LICENSEE'S Facilities**"), **placed as shown on Exhibit A attached hereto and made a part hereof. LICENSEE'S Facilities are subordinated to all matters of record. LICENSOR reserves the right to use the area three (3) feet below ground level and to enter LICENSEE'S Facilities for construction and maintenance of LICENSOR'S property.**

1.3 THE UNDERSIGNED AGREES that the continuation of the Occupancy and use herein shall be subject to the conditions specified herein.

Section 2. USE/PURPOSE/OWNERSHIP.

2.1 LICENSEE'S Facilities shall be installed to the satisfaction and approval of LICENSOR'S Engineer and all costs of LICENSOR'S Engineer and other technicians or professional consultants as may be required from time to time shall be borne by LICENSEE.

2.2 LICENSEE hereby agrees to reimburse LICENSOR for any and all expenses LICENSOR may incur or be subjected to, or in consequence of, the planning, negotiation, installation, construction, location, changing, alteration, relocation, operation or renewal of said Facilities, within thirty (30) days after receipt of LICENSOR'S invoice for payment.

Section 3. FEE.

Said Agreement and Occupancy is granted contingent upon payment to LICENSOR of an **annual** fee of **\$600**. LICENSEE shall also submit a **one-time agreement processing fee of \$1000, engineering review fee of \$1500** and a **contractor right of**

entry fee of \$1500, which shall be covered by a separate agreement known as CONTRACTOR RIGHT OF ENTRY LICENSE AGREEMENT. LICENSOR reserves the right to adjust the annual fee on each anniversary date of this Agreement, or at such other times as conditions warrant. Billing or acceptance by LICENSOR of any annual fee shall not imply a definite term or otherwise restrict either party from canceling this Agreement as herein provided.

Section 4. TERM/TERMINATION.

This Agreement shall continue in force indefinitely from and after the date hereof, subject, however, to the right of either party to terminate this Agreement as to the Occupancy or LICENSEE'S Facilities, or any part of LICENSEE'S Facilities, at any time, upon giving the other party thirty (30) days' notice in writing of its desire to terminate this Agreement, and indicating in said notice the extent of said facilities and facilities to which such termination shall apply. Notwithstanding the foregoing, in the event that (i) the use of the Occupancy as set forth above in Sections 1 and 2 is materially changed, (ii) LICENSEE'S Facilities are removed, or (iii) LICENSEE defaults on a material obligation hereunder and such default is not cured within 30 days after receipt of written notice from LICENSOR describing such default (or such longer cure period as determined in LICENSOR'S sole discretion), this Agreement shall automatically terminate. When this Agreement shall be terminated as to LICENSEE'S Facilities, or as to any part thereof, LICENSEE within thirty (30) days' after the expiration of the time stated in said termination notice, agrees at LICENSEE'S own risk and sole expense to remove LICENSEE'S Facilities from the property of LICENSOR, or such portion thereof as LICENSOR shall require removed, and to restore LICENSOR premises and property to a neat and safe condition to the satisfaction of LICENSOR'S designated Engineer or Representative, and if LICENSEE shall fail to do so within said time, LICENSOR shall have the right, but not the duty, to remove and restore the same, at the risk and expense of LICENSEE.

Section 5. INDEMNITY/LIABILITY.

5.1. LICENSOR shall not be responsible for any damage to LICENSEE'S Facilities at any time while this Agreement is in effect.

5.2 (a) LICENSEE HEREBY AGREES TO INDEMNIFY, SAVE, HOLD HARMLESS AND DEFEND LICENSOR AND ITS PARENT, AFFILIATES AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST (I) INJURY TO OR DEATH OF ANY PERSON OR PERSONS WHOMSOEVER, INCLUDING BUT NOT LIMITED TO THE AGENTS, EMPLOYEES OR CONTRACTOR(S) OF THE PARTIES HERETO, AND (II) THE LOSS OR DAMAGE TO ANY PROPERTY WHATSOEVER, INCLUDING PROPERTY CLAIMS, DEMANDS, SUITS, JUDGMENTS OR EXPENSES INCURRED IN CONNECTION THEREWITH, RESULTING FROM OR ARISING OUT OF THE ACTS OR OMISSIONS OF LICENSEE, ITS AGENTS, EMPLOYEES OR CONTRACTOR(S), OR RESULTING FROM, ARISING OUT OF, OR OCCURRING IN CONNECTION WITH THE ENTRY OR PRESENCE OF LICENSEE, ITS AGENTS, EMPLOYEES OR CONTRACTOR(S) ON THE PROPERTY, OR RESULTING FROM, ARISING OUT OF, OR OCCURRING IN CONNECTION WITH THE PERFORMANCE OR EXECUTION OF ANY WORK PERFORMED UNDER THIS AGREEMENT OR INCIDENTAL THERETO, INCLUDING BUT NOT LIMITED TO THE USE AND OCCUPANCY OF LICENSEE'S FACILITIES BY LICENSEE, ITS PERMITTEES, INVITEES OR ANY OTHER PERSON OR ENTITY.

(b) THE PARTIES ACKNOWLEDGE THAT THE USE OF LICENSOR'S PREMISES IS FOR THE SOLE CONVENIENCE OF LICENSEE AND THAT LICENSOR SHALL HAVE NO DUTY TO LICENSEE, ITS OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS TO PROVIDE A REASONABLY SAFE PLACE IN WHICH TO WORK, TO PROVIDE ADEQUATE OR SAFE METHODS AND EQUIPMENT FOR THEIR WORK OR TO INSPECT OR MAINTAIN LICENSEE'S FACILITIES FOR SAID SAFE METHODS AND WORK EQUIPMENT NOR TO GIVE ANY WARNINGS OR OTHER NOTICES TO LICENSEE'S EMPLOYEES OR INVITEES REGARDING SAFETY EITHER OF LICENSEE'S FACILITIES AND RELATED WORKPLACE OR LICENSOR'S PROXIMATE RAILROAD OPERATIONS AND THAT ALL SUCH DUTIES SHALL BE ASSUMED BY LICENSEE WHO FURTHER AGREES TO DEFEND AND HOLD HARMLESS LICENSOR, ITS PARENT AND AFFILIATES FROM ANY AND ALL CLAIMS ALLEGING ANY FAILURE TO PERFORM SAID DUTIES.

(c) IN NO EVENT UNDER THIS AGREEMENT WILL LICENSOR HAVE ANY LIABILITY FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE TERM "LICENSOR" AS USED IN THIS SECTION 5 SHALL INCLUDE THE SUCCESSORS, ASSIGNS, AND AFFILIATED COMPANIES OF LICENSOR AND ANY OTHER RAILROAD COMPANY THAT MAY BE LAWFULLY OPERATING UPON AND OVER THE TRACKS,

OR THE TRACKS CROSSING OR ADJACENT TO THE TRACKS, AND THE OFFICERS, AGENTS, INVITEES AND EMPLOYEES THEREOF.

Section 6. RESERVED.

Section 7. RESERVED.

Section 8. ASSIGNMENT.

This Agreement or Occupancy herein granted may not be transferred, assigned or sublet to another party not a signatory hereto without the prior written approval of LICENSOR. Said approval by LICENSOR, subject to LICENSEE'S satisfaction of applicable transfer of rights or assignment fees in effect at that time, shall not be unreasonably withheld.

Section 9. ENVIRONMENTAL/HAZARDOUS MATERIALS.

LICENSOR may, at LICENSOR'S sole discretion, during the removal of LICENSEE'S Facilities in accordance with Section 4, require LICENSEE to conduct an environmental appraisal and report of the property formerly occupied by LICENSEE'S Facilities at LICENSEE'S sole cost and expense. All reports shall be prepared by a LICENSOR approved environmental consultant, to determine if LICENSOR'S property has been environmentally impacted by said Occupancy. All environmental reports, which are prepared subject to this clause, shall be immediately available to LICENSOR by LICENSEE and shall be treated as confidential information by the parties unless disclosure of such environmental reports are required by law. This clause shall survive termination of this Agreement.

Section 10. NOTIFICATION.

In the case of emergency repairs, LICENSEE shall contact LICENSOR by calling LICENSOR's emergency number at (309) 673-1670 in order to obtain LICENSOR'S consent prior to entering LICENSOR'S property.

Section 11. RESERVED.

Section 12. ALTERATIONS/REPAIRS.

12.1 In the event LICENSEE desires to make changes in the physical or operational characteristics of said Occupancy, LICENSEE shall first obtain in writing the consent and approval of LICENSOR.

12.2 Any entry onto LICENSOR'S property by LICENSEE its employees, agents, representatives or contractors after LICENSEE'S Facilities have initially been constructed shall occur only upon obtaining LICENSOR'S consent pursuant to Section 12 herein, if required, and entering into an additional CONTRACTOR RIGHT OF ENTRY LICENSE AGREEMENT with LICENSOR prior to entry. LICENSEE agrees that any physical or operational changes that LICENSEE desires to make shall be made at LICENSEE'S sole risk, cost and expense and subject to all the terms, covenants conditions and limitation of this Agreement. Any "flagging" services determined at LICENSOR's sole discretion to be necessary shall be at LICENSEE'S sole cost and expense.

Section 13. RESERVED.

Section 14. INSURANCE.

LICENSEE agrees to comply with the **INSURANCE REQUIREMENTS**, attached hereto as Exhibit C and made a part hereof, and shall provide the required Certificate of Insurance to LICENSOR simultaneous to the execution of this Agreement.

Section 15. RESERVED.

Section 16. RESERVED.

Section 17. RESERVED.

Section 18. GOVERNMENTAL REQUIREMENTS.

18.1 LICENSEE shall comply with any and all laws, statutes, ordinances, rules, regulations, orders, decisions (collectively, the "Laws"), issued by any federal, state or municipal governmental body or agency established thereby ("Authority"), relating to the construction, maintenance, and use of the LICENSEE's Facilities by LICENSEE and any the use of LICENSOR'S property.

18.2 LICENSEE, in its Occupancy as granted herein, shall not create or permit any condition on LICENSOR's property that could present a threat to human health or to the environment. LICENSEE shall at all times be in full compliance with all Laws, present or future, set by any Authority, including but not limited to any, environmental laws concerning water quality (surface of underground), hazardous substances and hazardous waste(s).

18.3 Should any discharge, leakage, spillage, emission or pollution of any type occur or arise on LICENSOR's Property as a result of LICENSEE'S presence, use, operation or exercise of the rights granted herein, LICENSEE shall immediately notify LICENSOR and shall, at LICENSEE'S expense, be obligated to clean all property affected thereby, whether owned or controlled by LICENSOR or any third persons, to the satisfaction of LICENSOR (insofar as the property owned or controlled by LICENSOR is concerned) and any governmental body having jurisdiction in the matter. LICENSOR may, at its option, clean the property; if LICENSOR elects to do so, LICENSEE shall pay LICENSOR the reasonable cost of such cleanup promptly upon the receipt of a bill therefor.

18.4 LICENSEE AGREES TO RELEASE, INDEMNIFY AND DEFEND LICENSOR AND ITS PARENT AND AFFILIATES FROM AND AGAINST ALL LIABILITY, COST AND EXPENSE (INCLUDING, WITHOUT LIMITATION, ANY FINES, PENALTIES, JUDGMENTS, LITIGATION COSTS AND ATTORNEY FEES) INCURRED BY LICENSOR AS A RESULT OF LICENSEE'S BREACH OF THIS SECTION 18 REGARDLESS OF LICENSOR'S NEGLIGENCE, EXCEPT TO THE EXTENT ANY SUCH LIABILITIES, COSTS AND EXPENSES ARE SOLELY CAUSED BY THE GROSS NEGLIGENCE OF LICENSOR, ITS OFFICERS, AGENTS, INVITEES OR EMPLOYEES.

Section 19. RESERVED.**Section 20. RESERVED.****Section 21. RESERVED.****Section 22. LEGAL NOTICES.**

Any notice, demand, approval, consents or communication required, permitted or desired to be given hereunder shall be in writing and shall be served on the parties at the following respective addresses:

LICENSEE: City of Pekin, Illinois
111 S. Capitol Street
Pekin, IL 61554
Attention: Real Estate

LICENSOR: Tazewell & Peoria Railroad, Inc.
c/o Genesee & Wyoming Railroad Services, Inc.
Real Estate Department
13901 Sutton Park Drive South
Suite 160
Jacksonville, FL 32224

Copy to:
General Counsel
Genesee & Wyoming Inc.
20 West Avenue
Darien, CT 06820

the attention of such other person or officer, as any party may by written notice designate. Any notice, demand or communication required, permitted or desired to be given hereunder shall be sent either (a) by hand delivery, in which case notice shall be deemed received when actually delivered, (b) by prepaid certified or registered mail, return receipt requested, in which case notice shall be deemed received three calendar days after deposit, postage prepaid in the United States Mail, or (c) by a nationally recognized overnight courier, in which case notice shall be deemed received one business day after deposit with such courier.

Section 23. SPECIAL PROVISIONS.

If required by LICENSOR, LICENSEE at its sole cost and expense, shall furnish LICENSOR with a **survey drawing**, showing the final exact location of said Occupancy and LICENSEE'S Facilities. The survey drawing shall indicate LICENSOR'S survey valuation station which said installation is located, and/or the position of LICENSEE'S Facilities in relation to the center line of the track and/or the centerline of the closest public street crossing said track(s). Said survey drawing to be attached to this Agreement as **Exhibit B** and made a part hereof.

Section 24. PRIOR AGREEMENTS.

Execution of this Agreement shall supersede and/or cancel, as of the date first above written, any and all previous agreements, if any, related to the Occupancy and use herein described, which may exist between the parties or their predecessors.

Section 25. APPLICABLE LAW.

This Agreement shall be governed by and construed under the laws of the State of IL without regard to the choice of law provisions thereof.

Section 26. INTERPRETATION/SEVERABILITY.

To the maximum extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this Agreement.

Section 26. HEADINGS. The headings of the Sections of this Agreement are inserted for convenience only and are not intended to govern, limit or aid in the construction of any term or provision of this Agreement.

Section 27. CONSTRUCTION OF TERMS. The terms of this Agreement have been arrived at after mutual negotiation and, therefore, it is the intention of the Parties that its terms not be construed against any of the Parties by reason of the fact that it was prepared by one of the Parties.

Section 28. COUNTERPARTS.

This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and counterparts of this Agreement may also be exchanged via electronic facsimile machines and any electronic facsimile of any party's signature shall be deemed to be an original signature for all purpose.

(Signature Page Follows)

THIS AGREEMENT IS hereby declared to be binding upon the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seals this _____ day of _____.

LICENSOR

Tazewell & Peoria Railroad, Inc.

By: _____

Name:

Its:

LICENSEE

City of Pekin, Illinois

By: _____

Name:

Its:

Attachment: TZPR16042384 - City of Pekin (1536 : Occupancy License Agreement with GW Railroad for CSO Sewer)

EXHIBIT A

LICENSEE'S FACILITIES

Southern Subdivision, Latitude: 40.573447, Longitude: -89.650239

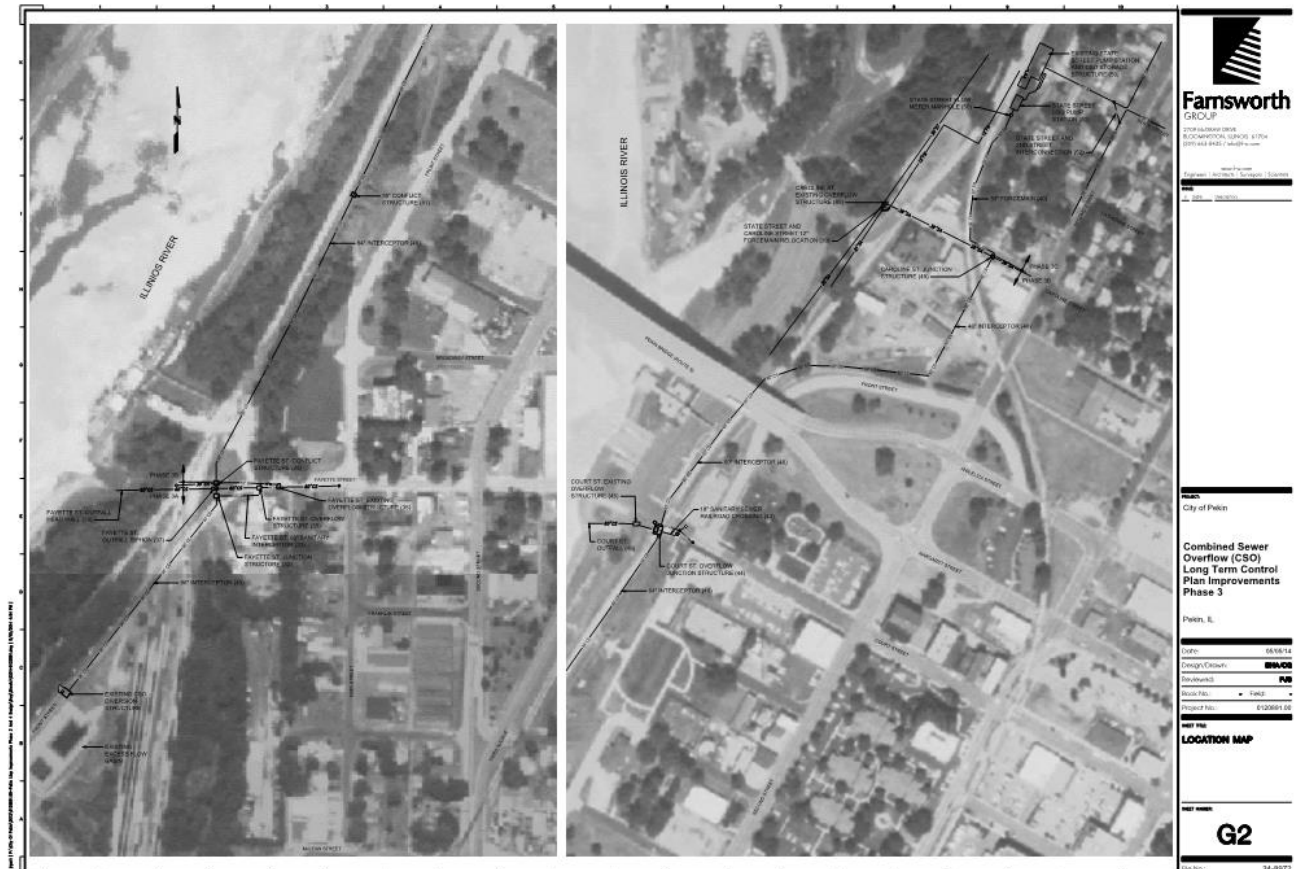
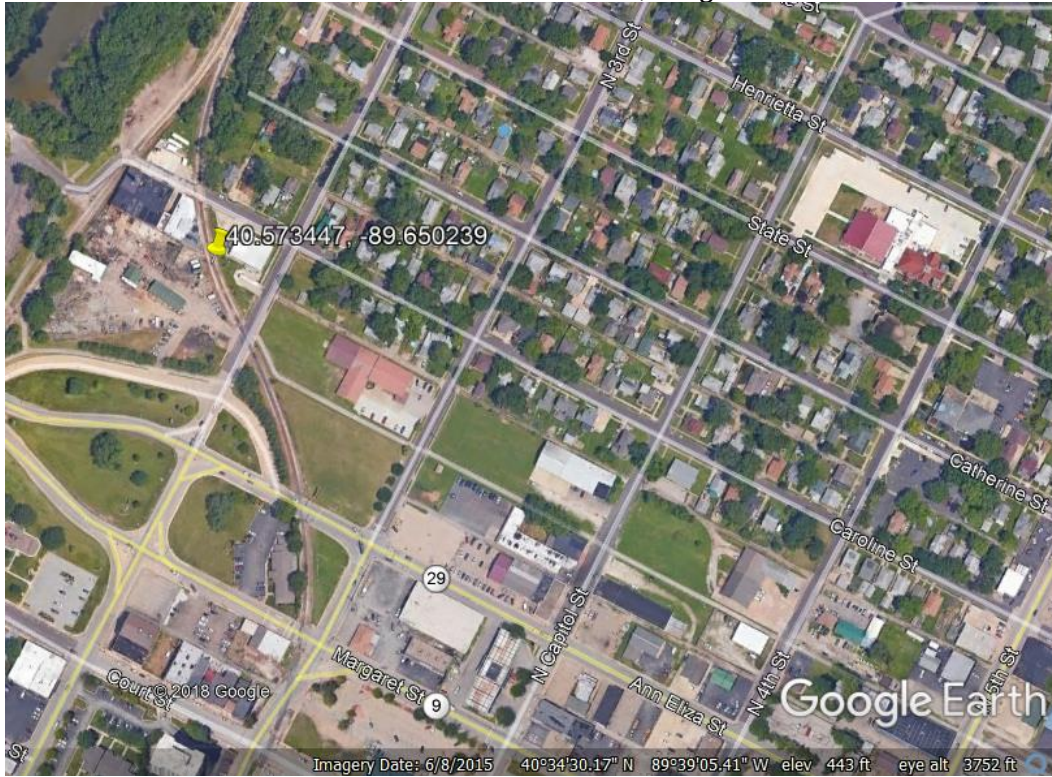


EXHIBIT B

SURVEY

EXHIBIT C**INSURANCE REQUIREMENTS**

(a) The Licensee shall, at its own cost and expense, prior to entry onto Licensor's Property or the commencement of any work pursuant to this Agreement, procure and thereafter maintain throughout the term of this Agreement the following types and minimum amounts of insurance:

(i) The Licensee shall maintain Public Liability or Commercial General Liability Insurance ("CGL"), including Contractual Liability Coverage and CG 24 17 "Contractual Liability – Railroads" endorsement, covering all liabilities assumed by the Licensee under this Agreement, without exception or restriction of any kind, with a combined single limit of not less than Two Million Dollars (\$2,000,000) for Bodily Injury and/or Property Damage Liability per occurrence, and an aggregate limit of not less than Six Million Dollars (\$6,000,000) per annual policy period. Such insurance policy shall be endorsed to provide a **Waiver of Subrogation in favor of the Licensor and its affiliates** and shall name the **Licensor and its affiliates as Additional Insured**. An Umbrella or Excess policy may be utilized to satisfy the required limits of liability under this section, but must "follow form" and afford no less coverage than the primary policy.

(ii) The Licensee shall maintain Commercial Automobile Insurance for all owned, non-owned and hired vehicles with a combined single limit of not less than One Million Dollars (\$1,000,000) for Bodily Injury and/or Property Damage Liability per occurrence. Such insurance policy shall be endorsed to provide a **Waiver of Subrogation in favor of the Licensor and its affiliates** and shall name the **Licensor and its affiliates as Additional Insured**.

(iii) The Licensee shall maintain Statutory Workers' Compensation and Employers' Liability Insurance for its employees (if any) with minimum limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury by Accident, Each Accident; One Million Dollars (\$1,000,000) for Bodily Injury by Disease, Policy Limit; One Million Dollars (\$1,000,000) for Bodily Injury by Disease, Each Employee. Such insurance policy shall be endorsed to provide a **Waiver of Subrogation in favor of the Licensor and its affiliates**, if applicable.

(iv) **Prior to any construction project within 50' of the railroad track**, the Licensee shall purchase Railroad Protective Liability Insurance naming the Railroad as the named insured with limits of Two Million Dollars (\$2,000,000) each occurrence and Six Million Dollars (\$6,000,000) aggregate limit. The policy shall be issued on a standard ISO form CG 00 35 12 03, or, if available, obtain such coverage from the Railroad.

(b) The following general insurance requirements shall apply:

(i) The specified insurance policies must be effected under standard form policies underwritten by insurers licensed in the state where work is to be performed, and carry a minimum Best's rating of "A-" and size "Class VII" or better. The Licensor reserves the right to reject as inadequate any insurance coverage provided by an insurer that is rated less than the ratings specified in this section.

(ii) All coverages shall be **primary and non-contributory to any insurance coverages maintained by the Licensor and its affiliates**.

(iii) All insurance policies shall be endorsed to provide the Licensor with thirty (30) days prior written notice of cancellation, non-renewal or material changes.

(iv) The Licensee shall provide the Licenser with certificates of insurance evidencing the insurance coverages, terms and conditions required prior to commencement of any activities on or about the Property. Said certificates should reference this Occupancy License Agreement by agreement date and description and shall be furnished to the Licenser at the following address, or to such other address as the Licenser may hereafter specify:

Tazewell & Peoria Railroad, Inc.
C/O Genesee & Wyoming Railroad Services, Inc.
13901 Sutton Park Drive South, Suite 160
Jacksonville, FL 32224

(v) If any policies providing the required coverages are written on a Claims-Made basis, the following shall apply:

- (1) The retroactive date shall be prior to the commencement of the work;
- (2) The Licensee shall maintain such policies on a continuous basis;
- (3) If there is a change in insurer or policies are canceled or not renewed, the Licensee shall purchase an extended reporting period of not less than three (3) years after the contract completion date; and
- (4) Licensee shall arrange for adequate time for reporting of any loss under this Agreement.

(c) The Licenser may require the Licensee to purchase additional insurance if the Licenser reasonably determines that the amount of insurance then being maintained by the Licensee is insufficient in light of all relevant factors. If the Licensee is required to purchase additional insurance, the Licenser will notify the Licensee. Failure of the Licensee to comply within thirty (30) days shall be considered a default subject to termination of the Agreement.

(d) Furnishing of insurance by the Licensee shall not limit the Licensee's liability under this Agreement, but shall be additional security therefore.

(e) The above indicated insurance coverages shall be enforceable by any legitimate claimant after the termination or cancellation of this Agreement, or any amendment hereto, whether by expiration of time, by operation of law or otherwise, so long as the basis of the claim against the insurance company occurred during the period of time when the Agreement was in effect and the insurance was in force.

(f) Failure to provide the required insurance coverages or endorsements (including contractual liability endorsement) or adequate reporting time shall be at Licensee's sole risk.

(g) If contractors are utilized, the Licensee agrees to require all such contractors to comply with the insurance requirements of this Exhibit C and sign a separate right of entry agreement, as required by the Agreement.



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: October 16, 2018

From: Michael Guerra, City Engineer

AGENDA ITEM: Resolution for lease agreement for street sweeper

AGENDA DATE REQUESTED: October 22, 2018

ACTION REQUESTED: To approve the resolution for a Governmental Lease-Purchase agreement with TCF Equipment Finance, a division of TCF National Bank for the purchase of the Tymco Street Sweeper

DESCRIPTION: This resolution is needed to complete the lease/purchase of the street sweeper that the City Council approved on June 11, 2018. At that meeting, the City Council approved a lease-to-purchase agreement with TCF Equipment Finance, a division of TCF National Bank. However, the resolution approving the lease-purchase did not specifically name TCF Equipment Finance/TCF National Bank as the “Lessor” in the lease to purchase agreement. TCF National Bank therefore requires this designation in a new resolution by the City Council in order for the lease-purchase agreement to be finalized.

Staff recommends approval.

FINANCIAL IMPACT: This lease to purchase agreement will City to spread the cost of the purchase of the street sweeper over five (5) years. The lease payment of \$66,129 will be due annually upon the commencement of the lease for five years. This amount will be budgeted in the wastewater fund as approved by council on June 11, 2018

Budget item –

231-030-5-87500 Vehicle Purchase - \$66,129 for the next five years

NEIGHBORHOOD CONCERNS: Keeping the City streets clean and inlets clear. This helps the City stay in compliance with its NPDES MS4 permit but reducing sediment and trash in the City’s storm and combination sewers.

IMPACT IF APPROVED: The lease to purchase agreement will be finalized allowing the cost of the sweeper to spread over five years.

IMPACT IF DENIED: The lease to purchase agreement will not be finalized requiring the City to purchase the equipment outright.

ALTERNATIVES: none	
RELATED TO EFFICIENCY STUDY: N/A	
RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2 boxes. Copy this check mark ✓ and paste it to the left of the relevant theme.]	
	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
✓	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
	A High Quality of Life. To support or provide services that improve the quality of life for Pekin's residents.
✓	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.
REQUIRED SIGNATURES	
Department Directors and City Staff:	
Date:	
Finance Department (Certification of Availability of Funds):	
Date:	
City Manager:	
Date:	

Resolution No. 118-18/19 Lease-Purchase Agreement for Street Sweeper

MAYOR

ATTEST:

CITY CLERK

RESOLUTION
GOVERNMENTAL LEASE-PURCHASE AGREEMENT NO. 001-0752516-300
DATED AS OF October 2, 2018

A resolution authorizing the negotiation, execution, and delivery of Governmental Lease-Purchase Agreement No. **001-0752516-300** dated **October 2, 2018** (the "Lease"), in principal amount not to exceed **\$286,940.00**, between **City of Pekin, 111 S. Capitol Street, Pekin, IL 61554** and **TCF Equipment Finance, a division of TCF National Bank, 11100 Wayzata Blvd, Suite 801, Minnetonka, MN 55305**; and prescribing other details in connection therewith.

WHEREAS, City of Pekin, (the "Lessee") is a political subdivision duly organized and existing pursuant to the Constitution and laws of the State of Illinois; and

WHEREAS, Lessee is duly authorized by applicable law to acquire such items of personal property as are needed to carry out its governmental functions and to acquire such personal property by entering into lease-purchase agreements; and

WHEREAS, Lessee hereby finds and determines that the execution of a Lease for the purpose of leasing with the option to purchase the property designated and set forth in Attachment 2 to the Lease is appropriate and necessary to the function and operations of the Lessee; and

WHEREAS, TCF Equipment Finance, a division of TCF National Bank, (the "Lessor") shall act as Lessor under said Lease; and

WHEREAS, the Lease shall not constitute a general obligation indebtedness of the Lessee within the meaning of the Constitution and laws of the State;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF City of Pekin:

 Section 1. The Lease, in substantially the form as presently before the governing body of the Lessee, is hereby approved, and the _____ of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver the Lease and related documents in substantially the form as presently before the governing body of the Lessee, with such changes therein as shall be approved by such officer, and which Lease will be available for public inspection at the offices of Lessee.

Section 2. The Lessee shall, and the officers, agents and employees of the Lessee are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the Lessee with respect to the Lease.

Section 3. The Lessee's obligations under the Lease shall be expressly subject to annual appropriation by Lessee; and such obligations under the Lease shall not constitute a general obligation of Lessee or indebtedness of Lessee within the meaning of the Constitution and laws of the State of Illinois.

Section 4. All other related contracts and agreements necessary and incidental to the Lease are hereby authorized, ratified and approved.

Section 5. Lessee reasonably anticipates to issue not more than \$10,000,000 of tax-exempt obligations (other than "private activity bonds" which are not "qualified 501(c)(3) bonds") during the current calendar year and hereby designates the Lease as a "qualified tax-exempt obligation" for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.

Section 6. This resolution shall take effect immediately upon its adoption and approval.

 **CERTIFIED AS TRUE AND CORRECT** this ____ day of _____, 20 ____.



 Signature of Clerk, Secretary or Assistant Secretary



 Printed Name of Clerk, Secretary or Assistant Secretary



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: October 16, 2018

From: Michael Guerra, City Engineer

AGENDA ITEM: Agency Agreement with IDOT for Front Street Design

AGENDA DATE REQUESTED: October 22, 2018

ACTION REQUESTED: To approve the agency agreement for federal participation with Illinois Department of Transportation for the Competitive Freight Program funding on Front Street for design engineering.

DESCRIPTION: This agency agreement with the Illinois Department of Transportation (IDOT) is for the funding the City received with the Competitive Freight Program for design engineering. In this agreement, the City is agreeing to provisions of the funding and to the 80% federal / 20% City funding split for the design engineering for the Front Street Project. This would allow the City to be reimbursed 80% of the engineering cost that the City has contracted with Hanson Engineering for the project. By agreeing to this agency agreement with IDOT, the City will be able to complete the engineering for this project within the timeframe required by the funding.

Background –

In June of 2018, the City was awarded Competitive Freight Program funding for 80% of the total project cost of \$6.4 million.

In September of 2018, the City Council approved an engineering agreement with Hanson Professional Services for the Front Street Project.

In September of 2018, the City Council approved an MFT Resolution for the use of MFT funds for City's 20% share for this funding.

Therefore, it is recommended to approve the agency agreement with IDOT as to allow the project to proceed and remain on schedule for a September 2019 letting.

FINANCIAL IMPACT: This agreement is required for the City to be reimbursed for 80% of the cost of the engineering required for design up to \$469,000.

Budget for MFT (FY2019)

Revenues: 240-240-4-426000 State Grants - \$0

Expenses: 240-240-5-612000 Engineering - \$55,000 with \$28,205.12 already expended.

Proposed for MFT (FY2019/2020) due to funding grant.
 Revenues: 240-240-4-42600 State Grants - \$469,000
 Expenses: 240-240-5-612000 - \$587,000

NEIGHBORHOOD CONCERNS:

IMPACT IF APPROVED: The agreement will be approved and the City will be able to seek reimbursement for the cost of engineering for the design. This will also allow the design engineering to begin as any engineering work completed prior to this agreement would be ineligible for reimbursement. Therefore the City has delayed the start of the engineering in the anticipation of this agreement.

IMPACT IF DENIED: The City will not be able to get reimbursed 80% of the cost of engineering for the Front Street Project.

ALTERNATIVES: N/A

RELATED TO EFFICIENCY STUDY: <Efficiency Study>

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

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

REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

**Resolution No.119-18/19 Agency Agreement with Illinois Department of
Transportation for Front Street for Engineering**

WHEREAS, the City of Pekin was awarded Competitive Freight Program Funding for improvements to Front Street in June of 2018; and

WHEREAS, the City the Competitive Freight Program funding will provide for 80% of the estimated total project cost including design engineering; and

WHEREAS, the Local Public Agency Agreement provides the provisions for the City to be reimbursed for 80% of the design engineering cost; and

WHEREAS, the City Council has approved engineering agreement with Hanson Professional Services on September 10, 2018 for engineering services on Front Street; and

WHEREAS, the City Council passed and Motor Fuel Tax (MFT) Resolution on September 10, 2018 for the allocation of the City's 20% local share for the Competitive Freight Program Funding.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Pekin, Illinois, that the City Council has 1) approved the Local Public Agency Agreement, 2) has passed and MFT resolution for the funding of the local share; and allow staff to execute any necessary documentation to complete the agreement.

MAYOR

ATTEST:

CITY CLERK

 Illinois Department of Transportation Local Public Agency Agreement for Federal Participation	Local Public Agency	State Contract	Day Labor	Local Contract	RR Force Account
	City of Pekin			X	
	Section	Fund Type	ITEP, SRTS, or HSIP Number(s)		
	18-00188-00-RP	NHFP			

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		D-94-001-19	HAOV(182)		

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA", and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LPA, approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

Location

Local Name Front Street & Distillery Road Route MS 3005 / MS 4115 Length 1.28 mi
 Termini Front Street from Distillery Road to Fayette Street & Distillery Road from Front Street to IL Route 29 (FAP 656)

Current Jurisdiction City of Pekin TIP Number PEK-18-01 Existing Structure No N/A

Project Description

PE for reconstruction of Front Street & Distillery Road with 2 lanes @ 13' with curb & gutter, storm sewer and other miscellaneous items

Division of Cost

Type of Work	NHFP	%	%	LPA	%	Total
Participating Construction		()	()		()	
Non-Participating Construction		()	()		()	
Preliminary Engineering	469,000	(80)	()	117,250	(20)	586,250
Construction Engineering		()	()		()	
Right of Way		()	()		()	
Railroads		()	()		()	
Utilities		()	()		()	
Materials						
TOTAL	\$ 469,000			\$ 117,250		\$ 586,250

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

Local Public Agency Appropriation

By execution of this Agreement, the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum (required for State-let contracts only)

Method of Financing (State Contract Work Only)

METHOD A---Lump Sum (80% of LPA Obligation) _____
 METHOD B--- _____ Monthly Payments of _____ due by the _____ of each successive month
 METHOD C---LPA's Share _____ divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

THE LPA AGREES:

- (1) To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, and the **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and the **FHWA**, the completed improvement, or the portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after final project close-out by the **STATE**, 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 department; and the **LPA** agrees to cooperate fully with any audit conducted 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.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the **LPA**'s estimated obligation incurred under this Agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA**'s obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LPA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LPA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to the **LPA** on this or any other contract. The **STATE**, at its sole option, upon notice to the **LPA**, may place the debt into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.
- (11) (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and service necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

Attachment: Agency Agreement with IDOT for Front Street Engineering (1529 : Agency Agreement with IDOT for Front Street Design)

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA**/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates shall be in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- 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 this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property, or any other offense involving fraud or the obtaining of money, property or services by false or fraudulent means;
 - are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LPA's** certification that:
- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - The **LPA** shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) To complete this phase of the project within three (3) years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (23) To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months.
- To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- (24) The **LPA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fee invoice, progress report, and personnel and direct cost summaries and other documentation supporting the requested reimbursement amount (Form BLRS 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.

The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) The **LPA** shall provide the final report to the appropriate **STATE** district within twelve months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.

- (26) (Single Audit Requirements) That if the **LPA** expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. **LPAs** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

Federal funds utilized for construction activities on projects let and awarded by the **STATE** (denoted by an "X" in the State Contract field at the top of page 1) are not included in a **LPA's** calculation of federal funds expended by the **LPA** for Single Audit purposes.

- (27) That the **LPA** is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/portal/public/SAM/#1>.

The **LPA** is also required to obtain a Dun & Bradstreet (D&B) D-U-N-S Number. This is a unique nine digit number required to identify subrecipients of federal funding. A D-U-N-S number can be obtained at the following website: <http://fedgov.dnb.com/webform>.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the **LPA** to proceed with the construction of the improvement when Agreed Unit Prices are approved, and to reimburse the **LPA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) For agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
 - (a) To reimburse the **LPA** for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LPA**;
 - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** 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.). In the absence of a USDOT – approved **LPA** DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the **STATE's** USDOT approved Disadvantaged Business Enterprise Program.

- (5) In cases where the **STATE** is reimbursing the **LPA**, obligations of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1- Location Map, Number 2 – LPA Appropriation Resolution

(Insert Addendum numbers and titles as applicable)

The **LPA** further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all Addenda indicated above.

APPROVED

Local Public Agency

John McCabe

Name of Official (Print or Type Name)

Mayor of City of Pekin

Title (County Board Chairperson/Mayor/Village President/etc.)

(Signature)

Date

The above signature certifies the agency's TIN number is
060859394 conducting business as a Governmental
 Entity.

DUNS Number 37-6002169

APPROVED

State of Illinois
 Department of Transportation

Randall S. Blankenhorn, Secretary of Transportation

Date

By:

Erin Aleman, Director of Planning & Programming

Date

Erin Aleman, Director of Planning & Programming

Date

Philip C. Kaufmann, Chief Counsel

Date

Jeff Heck, Chief Fiscal Officer (CFO)

Date

NOTE: If the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

Attachment: Agency Agreement with IDOT for Front Street Engineering (1529 : Agency Agreement with IDOT for Front Street Design)



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: October 2, 2018

From: Todd Dugan,

AGENDA ITEM: Pekin Municipal Airport T-Hangar Rate

AGENDA DATE REQUESTED: October 22, 2018

ACTION REQUESTED: To approve Resolution No. 120-18/19 to increase the rate of T-hangar leases by an amount of \$25 a month.

DESCRIPTION: The Airport Commission met in September and is proposing to increase rates by \$25 per month. The last hangar rate increase at the Pekin Municipal Airport was in 2014. A rate increase will bring the monthly rate from the current rate of \$150 to \$175 per month. Staff is proposing to have the new rate go into effect on January 1.

FINANCIAL IMPACT: A rate increase would increase Airport revenue for FY19 by approximately \$2,000 and by \$6,000 in FY20.

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: Extra revenue for airport

IMPACT IF DENIED: Rate stays the same

ALTERNATIVES: N/A

RELATED TO EFFICIENCY STUDY: N/A

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

√	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.

	A High Quality of Life. To support or provide services that improve the quality of life for Pekin’s residents.
	An Effective Government. To deliver effectively the services that Pekin’s residents want, need, and are willing to support.
REQUIRED SIGNATURES	
Department Directors and City Staff: Date:	
Finance Department (Certification of Availability of Funds): Date:	
City Manager: Date:	

**Resolution No. 120-18/19 Approve the increase in the lease rate for T-Hangars at
the Pekin Municipal Airport**

MAYOR

ATTEST:

CITY CLERK