



City of Pekin

REGULAR CITY COUNCIL MEETING MONDAY, AUGUST 10, 2020 5:30 PM

This will be a Remote Meeting held via "Zoom Meetings". THE PUBLIC CAN ONLY ATTEND THIS MEETING REMOTELY; Due to the Governor's Executive Order regarding COVID-19 and the relaxing of the Open Meeting Act requirements, this meeting will be held remotely via Zoom Meetings without an in-person meeting location for the public to attend. You will be able to listen to the meeting and submit comments during the time for Public Comments by sending a direct message to the meeting host using Zoom Meetings

To join in the meeting follow this link: <https://zoom.us/j/6898035689>. By phone, dial in and listen to the Meeting as follows: 1-312-626-6799; then enter Meeting ID 689 803 5689. Prior to the meeting, you can also submit a public comment remotely by email, by 3 PM the day of the Meeting, by sending an email to the City Clerk at smcmillan@ci.pekin.il.us and inserting in the subject line for the email "Public Comment for Meeting on August 10, 2020".

To view meeting online go to: <http://pekinil.iqm2.com> (click banner at the top that states "View live meeting") or Channel 22

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 - Jul 27, 2020 5:30 PM

5. Public Input

6. Consent Agenda

6.1. Resolution No. 151-20/21 Appointment of Debbie Ratliff to Pekin Public Library Board of Trustees

6.2.	Police Department Stats - July 2020
6.3.	Accounts Payable To Be Paid Proof List thru August 7, 2020
6.4.	Receive & File Bids for the Phase 3A CSO Project
7.	New Business
7.1.	Resolution No.152- 20/21 Award the Phase 3A CSO Project Bid to Leander Construction Inc. ACTION REQUESTED: Approve and Adopt the Resolution.
7.2.	Resolution No. 153- 20/21 Award the Safe Routes to School Sidewalks Bid to Otto Baum Company ACTION REQUESTED: Approve and Adopt the Resolution.
7.3.	Resolution No. 154-20/21 Midwest Transit Equipment Bus Lease ACTION REQUESTED: Approve and Adopt the Resolution.
7.4.	Resolution No. 155-20/21 Memorandum of Understanding With Board of Education Pekin Community High School District 303 Regarding High School Police Liaison Officer Agreement ACTION REQUESTED: Approve and Adopt the Resolution.
7.5.	Resolution No. 156-20/21 Allocation of Remaining CDBG Funding for Eligible Priorities ACTION REQUESTED: Approve and Adopt the Resolution.
7.6.	Ordinance No. 2892-20/21 An Ordinance To Establish A Date For A Public Hearing For The Proposed Pekin Court Street Tax Increment Financing (TIF) District ACTION REQUESTED: Approve and Adopt the Ordinance.
7.7.	Ordinance No. 2893-20/21 An Ordinance To Establish a Date for a Public Hearing Regarding the Designation of and Development Plan For the Pekin Business Development District 1 ACTION REQUESTED: Approve and Adopt the Ordinance.

8.	Any Other Business To Come Before The Council
9.	Executive Session 5 ILCS 120/2 (c) 6. Setting Price for Sale of Property and 5. Purchase of Property
10.	Adjourn

 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 JULY 27, 2020 AT 5:30 O'CLOCK P.M.
 MARK LUFT * CHAIR * PRESIDING

**THIS WILL BE A REMOTE MEETING HELD VIA "ZOOM MEETINGS".
 THE PUBLIC CAN ONLY ATTEND THIS MEETING REMOTELY;
 DUE TO THE GOVERNOR'S EXECUTIVE ORDER REGARDING
 COVID-19 AND THE RELAXING OF THE OPEN MEETING ACT
 REQUIREMENTS, THIS MEETING WILL BE HELD REMOTELY
 VIA ZOOM MEETINGS WITHOUT AN IN-PERSON MEETING
 LOCATION FOR THE PUBLIC TO ATTEND. YOU WILL BE ABLE TO
 LISTEN TO THE MEETING AND SUBMIT COMMENTS DURING
 THE TIME FOR PUBLIC COMMENTS BY SENDING A DIRECT
 MESSAGE TO THE MEETING HOST USING ZOOM MEETINGS**

TO JOIN IN THE MEETING FOLLOW THIS LINK:

**HTTPS://ZOOM.US/J/6898035689. BY PHONE, DIAL IN AND
 LISTEN TO THE MEETING AS FOLLOWS: TOLL-FREE 1-888-788-
 0099 OR 1-312-626-6799; THEN ENTER MEETING ID 689 803
 5689. PRIOR TO THE MEETING, YOU CAN ALSO SUBMIT A
 PUBLIC COMMENT REMOTELY BY EMAIL, BY 3 PM THE DAY OF
 THE MEETING, BY SENDING AN EMAIL TO THE CITY CLERK AT
 SMC MILLAN@CI.PE KIN.IL.US AND INSERTING IN THE SUBJECT
 LINE FOR THE EMAIL "PUBLIC COMMENT FOR MEETING ON
 JULY 27, 2020".**

**TO VIEW MEETING ONLINE GO TO: HTTP://PEKINIL.IQM2.COM
 (CLICK BANNER AT THE TOP THAT
 STATES "VIEW LIVE MEETING") OR CHANNEL 22**

PLEDGE OF ALLEGIANCE

Due to the Governor's Executive Order regarding COVID-19 and the relaxing of the Open Meeting Act requirements, this meeting was held remotely via Zoom Meetings without an in person meeting location for the public to attend. Therefore, the provisions of the City Code regarding electronic attendance did not apply. The Pledge of Allegiance was led by Mayor Mark Luft. The Clerk confirmed by roll call vote, that all Council Members were physically present.

Attendee Name	Title	Status	Arrived
Michael Garrison	Councilman	Present	5:30 PM
Rick Hilst	Councilman	Present	5:30 PM
Karen Hohimer	Councilwoman	Present	5:30 PM
Dave Nutter	Councilman	Present	5:30 PM
Lloyd Orrick	Mayor Pro-Tem	Present	5:30 PM
John P Abel	Councilman	Present	5:30 PM

Minutes Acceptance: Minutes of Jul 27, 2020 5:30 PM (Approval of Minutes)

Mark Luft	Mayor	Present	5:30 PM
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APPROVE AGENDA

Motion was made by Council Member Orrick, seconded by Council Member Abel to approve the Agenda.

Motion to: **Amend Agenda to Remove Consent Agenda Item 6.6 Resolution No. 15-20/21 Appointment to the Library Board of Trustees**

RESULT:	ADOPTED [UNANIMOUS]
AYES:	Garrison, Hilst, Hohimer, Nutter, Orrick, Abel, Luft

3.1. Motion to: **Approve agenda as amended**

RESULT:	ADOPTED [UNANIMOUS]
AYES:	Garrison, Hilst, Hohimer, Nutter, Orrick, Abel, Luft

APPROVAL OF MINUTES

4.1. Motion to: **Approve the Minutes**

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Karen Hohimer, Councilwoman
SECONDER:	Lloyd Orrick, Mayor Pro-Tem
AYES:	Garrison, Hilst, Hohimer, Nutter, Orrick, Abel, Luft

4.2. City Council - Regular Meeting - Jul 13, 2020 5:30 PM

4.3. City Council - Special Meeting - Jul 20, 2020 5:30 PM

PUBLIC INPUT

City Clerk Sue McMillan confirmed there were no written comments received or request to be heard from the public.

CONSENT AGENDA

6.1. Bid for the 14th Street & Willow Street Mill & Overlay Project

6.2. Financial Reports May FY 2021

6.3. Accounts Payable To Be Paid Proof List thru July 24, 2020

6.4. Resolution No. 143-20/21 Appointments to the Human Rights Committee

6.5. Resolution No. 144-20/21 Appointment to Liquor Commission

Motion to: **Approve Consent Agenda**

Mayor Luft presented and read items 1-5 from the Consent Agenda for consideration

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Karen Hohimer, Councilwoman
SECONDER:	Lloyd Orrick, Mayor Pro-Tem
AYES:	Garrison, Hilst, Hohimer, Nutter, Orrick, Abel, Luft

NEW BUSINESS

7.1. Resolution No. 146-20/21 Addition of Sheridan Road from Redwood to Lick Creek Bridge to the 2020 Chip Seal Program

City Engineer Josie Esker advised the Council that the Street Department recently completed a patching project on Sheridan Road. In addition, the City

recently awarded a bid for the 2020 Chip Seal Program, which was under the budgeted amount for the expense. She therefore recommended for the City to chip seal a portion of Sheridan Road between Redwood and the Lick Creek Bridge. The road was not originally included in the 2020 Street Maintenance Plan approved by the City Council on November 25, 2019 by Resolution No. 39-19/20. Mayor Luft spoke of the necessity of prolonging the life of the patch improvement. Council Member Orrick supported the utilization of the budgeted funds realized from the lower bid received. He felt it was logical to protect the extensive patching that was necessary to the road at the bridge location. Council Member Hilst felt if funds were available to extend the Chip Seal Program that there were other needed places far worse than a recent completed patching project. Council Member Nutter's question was addressed regarding the reason for stopping at the bridge with the additional chip seal. Council Member Nutter also asked for clarification that a previous policy was to wait that patching sealed completely before applying chip seal.

RESULT:	ADOPTED [5 TO 2]
MOVER:	Michael Garrison, Councilman
SECONDER:	Karen Hohimer, Councilwoman
AYES:	Garrison, Hohimer, Orrick, Abel, Luft
NAYS:	Rick Hilst, Dave Nutter

7.2. Resolution No. 147-20/21 Awarding Contract for the 2020 Mill & Overlay project to United Contractors Midwest

The Council was advised that the City received the bid from R.A. Cullinan and Son, a Division of United Contractors Midwest, Inc. for the Street Maintenance Section 20-00000-01-GM Mill & Overlay Project 2020. The scope of work was to mill and overlay S. 14th Street and Willow Street as approved in the 2020 Street Maintenance Plan by Resolution No. 39-19/20. The City only received the one bid, which had been typical for the type of project due to the limited amount of companies that perform the type of work in this area. It was reported that the bid total was \$1,069,239.74, which was 4% under estimate. City Engineer Josie Esker reviewed the bid, felt it reasonable and responsible and recommended that the contract be awarded. Council Member Nutter questioned when the work would start and was informed that the city would receive approval from Illinois Department of Transportation in approximately 2 weeks to begin.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Garrison, Councilman
SECONDER:	Karen Hohimer, Councilwoman
AYES:	Garrison, Hilst, Hohimer, Nutter, Orrick, Abel, Luft

7.3. Resolution No. 148-20/21 Approving an Engineering Agreement with Farnsworth Group for the Court Street Drainage Study

City Engineer Josie Esker explained to the Council that Court Street had a history of flooding between 14th Street and Parkway Drive during heavy rain events. It was imperative that any underground drainage upgrades be completed prior to resurfacing of the road so as not to patch the new asphalt surface. She recommended the study be completed this year so that necessary drainage improvements were completed in advance and not delay road improvements plans. She also recommended utilizing the Farnsworth Group master service agreement with the City. The company services had experience on storm water related projects as well as the software and staff necessary to complete the study

in a timely manner. Council Member Hilst raised the question of the massive blacktop parking lot in the park contributing to the drainage. Discussion followed on suggestion for an intergovernmental agreement and contribution for expenses from the Pekin Park District and Pekin High School District 303. Council was told that talks had been initiated but the high school was not going to participate in the study. Council Member Nutter questioned the affect on Lake Arlann and the Drainage District's involvement. Council Member Hilst questioned if the money already spent with Hanson Engineering for Court Street Road Improvements Study would have already produced drainage area results. Mayor Luft asked that the Council be updated in a month on further talks for an intergovernmental agreement with the park and school districts. Council Member Nutter indicated he would be voting no without an agreement. Council Member Hilst indicated he struggled with the option to proceed undertaking the full study utilizing Sewer Fund cash balances to make up the difference in funds needed.

Mayor Luft made a statement to the Council Members regarding their understanding of their role as a member of the Council and their ability to initiate and make various motions. He advised that they could process an action not only by denying but by making a motion to layover, amend, adopt, etc. He suggested they had that right and should utilize those tools given to them.

RESULT:	ADOPTED [5 TO 2]
MOVER:	Rick Hilst, Councilman
SECONDER:	Michael Garrison, Councilman
AYES:	Garrison, Hohimer, Orrick, Abel, Luft
NAYS:	Rick Hilst, Dave Nutter

- 7.4. **Resolution No. 149-20/21 Lease with Ameren Illinois for Use of City Property**
City Manager Rothert told the Council that Ameren Illinois wished to enter into a Material Storage Lease to utilize approximately 6 acres of City owned property along Hanna Drive more specifically PIN 10-10-10-400-006 for such purposes consistent with the construction and maintenance of electric transmission line. Ameren was currently leasing the property for its equipment for operations through its gas utility. Council was advised the terms of the lease with the City were for 11 months commencing on September 1, 2020 and extending to July 31, 2021, a \$5,500 rent payment, and an option for Ameren to extend the lease for a 2-month period for a payment of \$1,000.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dave Nutter, Councilman
SECONDER:	Karen Hohimer, Councilwoman
AYES:	Garrison, Hilst, Hohimer, Nutter, Orrick, Abel, Luft

- 7.5. **Resolution No. 150-20/21 Approval of Settlement Agreement with Pierce Manufacturing, Inc. as Amended**

City Manager Rothert explained to the Council the history behind the Settlement Agreement before them with Pierce Manufacturing, Inc. Three fire apparatus, two engines and a ladder, were built during 2000 and 2010 by the company. Within the warranty period the City discovered corrosion on the frame rails and considered pursuing legal action but opted to settle with terms negotiated late 2018 and 2019. The settlement needed to be ratified to begin the repairs to the

apparatus. Council was advised the scope of the work to replace the frame rails and recoat the ladder truck, at a cost of \$65,304, an established repair pricing model from Pierce, was reasonable compared to legal proceedings. The Manager also recommended additional repairs to bring the vehicle into safety compliance. An executed copy of the 2019 Settlement Agreement was disseminated to the Council to replace the blank agreement in the packet upon legal counsel discussion and an amendment requested for the resolution to give the Manager authority to spend up to \$100,000 to address any unforeseen repairs that were needed.

City Attorney Joshua Herman, Miller, Hall & Triggs, representing the City in negotiating the settlement, was present and addressed questions Council presented regarding the responsibility of Pierce or pursuing litigating the warranty. He spoke of a class action law suit but it was his opinion the action would remain in litigation for years. The settlement was accommodating with reduced repair costs and the warranty would be extended.

Council further discussed the availability of backup equipment while trucks were being repaired, if the repairs were budgeted, and the responsible person for the change orders if there were not to come back before the Council for approval each time.

RESULT:	APPROVED WITH MODIFICATIONS [UNANIMOUS]
MOVER:	John P Abel, Councilman
SECONDER:	Michael Garrison, Councilman
AYES:	Garrison, Hilst, Hohimer, Nutter, Orrick, Abel, Luft

Motion to: **amend the motion for approval to include authorizing the City Manager to spend up to \$100,000 for repairs**

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Lloyd Orrick, Mayor Pro-Tem
SECONDER:	Karen Hohimer, Councilwoman
AYES:	Garrison, Hilst, Hohimer, Nutter, Orrick, Abel, Luft

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

There was no Public Input or Comments received on Non-agenda items.

Council Member Hilst noted the amount of weeds on Court Street in the East Bluff area in particular and questioned the extent of the City's contract with Gulf Green for weed spraying. He also pointed out the vacant private property at the corner of Parkway and Court Street was again overgrown with weeds. It was his understanding Code Enforcement had ordered the property to be seeded this past Spring and was not. Council Member Hilst asked for updates. The Manager stated the owner would be contacted again.

Council Member Hilst questioned the City Engineer as to the determination which manholes were repaired and which were repaired with Mr. Manhole and which with asphalt. Ms. Esker advised that the most traveled roads had been driven and were priority over those not examined yet in residential areas.

Council Member Hilst stated it was his understanding that 6 employees were approved in the budget to work seasonally for the Street Department but only 4 were hired because of budget constraints. He asked that any other amendments in the budget to that effect be brought before the Council. He would have not reduced street department employees with the amount of streets that need repair when we continue to hire in other departments.

Council Member Hilst presented an inquiry he received from the public asking the process for bus passes for the upcoming school year and why the same pricing when not riding every day.

Council Member Nutter's question met with response that the city received no word again on the Fast Track grant application funding. Council Member Nutter noted after review of the Accounts Payable report that there was an alarming 30 plus items with no budgeted amounts. The Council Member next asked the Manager when Council and Staff would be getting back on track with working on achieving the Priority Goals set by Council in 2019.

Council Member Orrick asked that the remaining funds to be allocated in the CDBG funding of over \$400,000 be expedited. He stated the money should go back to those businesses that had applied. Mayor Luft stated there need to be conversation regarding the eligible activities such as demolitions, public assistance needs, not for profits, and other small businesses that had not originally applied. The Mayor asked that the Members furnish a list of their priorities. Council Member Orrick asked that the Illinois Department of Transportation Annual Maintenance Agreement be brought back for further discussion in August before the City would need to plow the state Highways listed. His recommendation would be to discontinue the agreement.

Council Member Abel noted in talking to local restaurants that they were fearful of possibly being shut down again in the COVID-19 orders. Council Member Abel asked again that the corner of Capitol and Ann Eliza receive attention for Code Enforcement cleanup. He gave a shout-out to Charity Gullett and all volunteers on the outstanding work of cleaning up the downtown area of weeds over the weekend.

EXECUTIVE SESSION 5 ILCS 120/2 (C) 6, SETTING PRICE FOR SALE OF PROPERTY OWNED BY THE PUBLIC BODY

9.1. Motion to: move to Executive Session to discuss 5. the purchase of property and 6. the setting of a price for sale of property

Council moved to closed session at 6:40 p.m. The Mayor announced that no action would be following in in open session.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John P Abel, Councilman
SECONDER:	Karen Hohimer, Councilwoman
AYES:	Garrison, Hilst, Hohimer, Nutter, Orrick, Abel, Luft

ADJOURN

There being no further business coming to Council, a motion was made by Council Member Orrick to adjourn seconded by Council Member Nutter. Motion carried viva voce. Mayor Luft adjourned the meeting at 7:00 P.M.



REQUEST FOR COUNCIL ACTION

Agenda Date: August 10, 2020
To: Council Members
From: Sue McMillan, City Clerk

AGENDA ITEM: Resolution No. 151-20/21 Appointment Debbie Ratliff Library Board of Trustees

REQUIRED SIGNATURES

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

City Manager:
Date:

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of _____, 20____.

MAYOR

ATTEST:

CITY CLERK

RESOLUTION NO. 151-20/21

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PEKIN, ILLINOIS that the Mayor's appointment of Debbie Ratliff to the Pekin Public Library Board of Trustees for a three-year term until June 30, 2023 and effective immediately to fill a vacancy on the committee, is hereby approved.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this 10th day of August 2020.

Mayor Mark A. Luft

ATTEST:

City Clerk Sue E. McMillan

**REQUEST FOR COUNCIL ACTION**

Agenda Date: August 10, 2020
To: Council Members
From: Lee Wrhel, Police & Fire Secretary

AGENDA ITEM: PD Stats - July 2020

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

8/6/2020

Date:

JULY 2020 WEEKLY STATS	JULY 5 - 11	JULY 12 - 18	JULY 19 - 25	JULY 26 - AUG 1	TOTAL
PATROL					
Calls for service	451	538	513	467	1969
Buisness / Bar checks	81	80	93	95	349
Traffic stops	36	25	50	33	144
Phone calls & station information	53	43	57	65	218
Reports	47	57	62	78	244
Supplements	9	17	24	38	88
Impounds	3	4	2	6	15
Arrests	45	47	32	81	205
Citations	23	30	22	34	109
Written warnings	13	13	18	7	51
Cell phone	1	0	2	1	4
Truck route	0	0	0	0	0
Low-speed gas bicycle	0	1	0	0	1
Pedestrian stops	0	0	0	0	0
DUI	1	3	1	2	7
Crashes	14	10	9	18	51
Field contact	2	0	0	0	2
Parking tickets - Parking Enforce	0	2	0	2	4
Parking tickets - Patrol	4	2	0	1	7
Animal controls tickets - AC	0	0	2	2	4
Animal - Patrol	0	0	0	0	0
NOT COUNTED (those listed below)	0	9	0	1	10
Julie notifications	0	0	0	0	0
Repossessions	0	0	0	0	0
Incident created in error	0	0	0	0	0
Law test nature code	0	9	0	1	10

RECORDS					
Notice to Appear	0	0	0	2	2
Citations	1	0	0	3	4
Warnings	0	0	0	1	1
Freedom of Information / Pages	8 / 729 pgs	10 / 110 pgs	25 / 390 pgs	17 / 1607 pgs	103 / \$2836
CD/DVD'S FOR FOI OR SUBPOENAS	0	0	1	2	3
SEX Offender Registration	9	12	10	14	45
Impounds processed	3	4	2	6	15
Impound fees collected	\$ 2,000.00	\$ 1,100.00	\$ 1,000.00	\$ 2,000.00	\$ 6,100.00
Fines collected	\$1,060.00	\$ -	\$ 2,650.00	\$0.00	\$3,710.00
Reports	0	0	0	0	0
Supplemental reports	0	1	2	0	3
Fingerprints processed	0	0	0	0	0
Court case files	22	15	18	29	84
DVD/CD for court	41	22	8	9	80
Pieces of logged evidence	110	35	34	60	239
Backgrounds for other LAW/GOVT. Agen	8	3	11	15	37
False alarm letters	10	5	0	10	25
Certificate of Purchase	6	6	0	2	14
Certificate of Purchase Final Letters	4	0	1	3	8
Evidence Pulled to be destroyed	4	2	2	2	10
Subpoenas / Expungements	6 exp	4 exp	3-1s,2e	0	1s / 1e
AVRS Crash Report Sales / \$	34 / \$170	23 / \$115	7 / \$35	14 / \$70	78 / \$



REQUEST FOR COUNCIL ACTION

Agenda Date: August 10, 2020
To: Council Members
From: Sue McMillan, City Clerk

AGENDA ITEM: Accounts Payable To Be Paid Proof List thru August 7, 2020

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

Accounts Payable

To Be Paid Proof List

User: mkflatley
 Printed: 08/06/2020 - 9:03AM
 Batch: 00024.07.2020 - missy1



City Of Pekin
 111 S. Capitol
 Pekin, IL 61554

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description		Reference						
911 Tech, Inc 13793									
1222	6/4/2020	2,856.00	0.00	08/07/2020				No	0
100-009-538000 Maintenance Agreements				FTO software maintenance 8/1/20-7/31/21					
1222 Total:		2,856.00							
911 Tech, Inc Total:		2,856.00							
Ace Hardware 10911									
28887/3	7/20/2020	1.88	0.00	08/07/2020				No	0
100-761-522400 General Supplies				screws to mount name signs					
28887/3 Total:		1.88							
Ace Hardware Total:		1.88							
Advance Auto Parts 12965									
4314	7/22/2020	6.14	0.00	08/07/2020				No	0
100-032-534000 Automotive Expense				door clip for st444					
4314 Total:		6.14							
8572	7/13/2020	22.40	0.00	08/07/2020				No	0
100-761-534000 Automotive Expense				air door actuator squad 5163					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
8572 Total:		22.40							
8624	7/15/2020	394.87	0.00	08/07/2020				No	0
100-761-534000 Automotive Expense				hub & bearing assembly for squad 5143					
8624 Total:		394.87							
8631	7/15/2020	116.79	0.00	08/07/2020				No	0
100-761-534000 Automotive Expense				hub and bearing assembly for squad 5143					
8631 Total:		116.79							
8737	7/20/2020	19.59	0.00	08/07/2020				No	0
100-034-534000 Automotive Expense				coolant temp sensor for F4					
8737 Total:		19.59							
8750	7/21/2020	6.14	0.00	08/07/2020				No	0
699-069-534000 Automotive Expense				fender retainers					
8750 Total:		6.14							
8769	7/22/2020	713.55	0.00	08/07/2020				No	0
501-501-534000 Automotive Expense				35 fuel/water separator spin-on with sensor port					
8769 Total:		713.55							
8770	7/22/2020	178.29	0.00	08/07/2020				No	0
501-501-534000 Automotive Expense				10 fuel filters					
8770 Total:		178.29							
8808	7/23/2020	36.89	0.00	08/07/2020	yard-crew	expense		No	0
100-068-534000 Automotive Expense				nutral safety switch for f250					
8808 Total:		36.89							
8839	7/24/2020	269.69	0.00	08/07/2020				No	0
100-761-534000 Automotive Expense				brake pads & rotors for squad 5132					
8839 Total:		269.69							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
8840	7/24/2020	65.98	0.00	08/07/2020				No	0
100-032-534000 Automotive Expense				oil seal for st401					
8840 Total:		65.98							
Advance Auto Parts Total:		1,830.33							
All Small Engine N More LLC									
13945									
11245	7/24/2020	643.00	0.00	08/07/2020				No	0
501-501-557200 License And Inspection Fees				bus inspections					
11245 Total:		643.00							
All Small Engine N More L		643.00							
All Traffic Solutions Inc.									
12988									
q52284	7/22/2020	7,650.00	0.00	08/07/2020				No	0
100-009-538000 Maintenance Agreements				speed spy software and maintenance 9-5-20-9/5/23					
q52284 Total:		7,650.00							
All Traffic Solutions Inc. T		7,650.00							
Altorfer Inc									
10019									
pc020620057	7/28/2020	15.64	0.00	08/07/2020				No	0
100-032-522400 General Supplies				caps for chipper					
pc020620057 Total:		15.64							
Altorfer Inc Total:		15.64							

Amerencilco

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
10021									
*** 0963065243	7/31/2020	3,157.12	0.00	08/07/2020				No	0
100-068-550100 Utilities				public properties 6/1-7/23/20					
*** 0963065243	7/31/2020	63.52	0.00	08/07/2020				No	0
100-068-550100 Utilities				1411 elmgrove tower 6/28/7/28/20					
*** 0963065243	7/31/2020	407.39	0.00	08/07/2020				No	0
501-501-550100 Utilities				1130 koch st unit b 6/16-7/16/20					
*** 0963065243	7/31/2020	407.39	0.00	08/07/2020				No	0
699-069-550100 Utilities				vmf/1130 koch st unit b 6/16-7/16/20					
*** 0963065243	7/31/2020	50.57	0.00	08/07/2020				No	0
223-026-550100 Utilities				201 s 2nd 6/7--7/7/20					
*** 0963065243	7/31/2020	1,741.92	0.00	08/07/2020				No	0
100-034-550100 Utilities				various fire stations 6/10-7/20/20					
*** 0963065243	7/31/2020	137.31	0.00	08/07/2020				No	0
100-032-550100 Utilities				various street dept locations 6/16-7/17/20					
*** 0963065243	7/31/2020	887.23	0.00	08/07/2020				No	0
525-525-550100 Utilities				various airport locations 6/4-7-6/20					
*** 0963065243	7/31/2020	57.08	0.00	08/07/2020				No	0
231-031-550100 Utilities				606 s front st 7/28/20					
0963065243 Total:		6,909.53							
*** 1270092007	7/8/2020	127.79	0.00	08/07/2020				No	0
525-525-550100 Utilities				13906 airport ln 6/4-7/6/20					
1270092007 Total:		127.79							
*** 2349029006	7/20/2020	1,185.65	0.00	08/07/2020				No	0
231-030-550100 Utilities				all liftstations 5/20-7/14/20					
2349029006 Total:		1,185.65							
*** 2434114066	7/20/2020	1,407.53	0.00	08/07/2020				No	0
100-032-550500 Electricity For Street Li				customer owned street lights 6/174-7/17/20					
2434114066 Total:		1,407.53							
*** 3955025012	7/24/2020	90.15	0.00	08/07/2020				No	0
100-032-550500 Electricity For Street Li				1703 remington street light 6/22-7/20					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description		Reference						
3955025012 Total:		90.15							
*** 8695491773	7/20/2020	5,276.09	0.00	08/07/2020				No	0
100-032-550500 Electricity For Street Li				street lights 6/17-7/17/20					
8695491773 Total:		5,276.09							
Amerencilco Total:		14,996.74							
Atlas Supply Company 10038									
18691-01	7/24/2020	64.99	0.00	08/07/2020				No	0
100-034-522400 General Supplies				dishwashing soap					
18691-01 Total:		64.99							
19363	7/28/2020	78.95	0.00	08/07/2020				No	0
100-034-522400 General Supplies				hand soap					
19363 Total:		78.95							
19364	7/28/2020	-62.96	0.00	08/07/2020				No	0
100-034-522400 General Supplies				returned hand soap					
19364 Total:		-62.96							
Atlas Supply Company To		80.98							
Avanti's Dome LLC 11012									
1375	7/1/2020	1,000.00	0.00	08/07/2020				No	0
208-208-597700 Sponsorships				marketing for avantis dome					
1375 Total:		1,000.00							
1379	7/23/2020	900.00	0.00	08/07/2020				No	0
208-208-597700 Sponsorships				marketing for avantis dome					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	1379 Total:	900.00							
	Avanti's Dome LLC Total:	1,900.00							
Avfuel Corporation 10780 13697243	7/13/2020	11,582.32	0.00	08/07/2020				No	0
525-000-160100 Fuel Inventory				6952 gallons jet A fuel					
	13697243 Total:	11,582.32							
13701262	7/14/2020	19,233.40	0.00	08/07/2020				No	0
525-000-160100 Fuel Inventory				5872 gallons of 100LL jet fuel					
	13701262 Total:	19,233.40							
13725317	7/21/2020	20.00	0.00	08/07/2020				No	0
525-525-524000 Lease/rental Of Equipment				rental on postage machine 7/21/20					
	13725317 Total:	20.00							
	Avfuel Corporation Total:	30,835.72							
Britton Electronics 10083 2208502	7/24/2020	363.00	0.00	08/07/2020				No	0
231-031-534400 Equipment Repairs				work on bar screen #2					
	2208502 Total:	363.00							
2208505	7/27/2020	1,331.00	0.00	08/07/2020				No	0
231-031-534400 Equipment Repairs				repair work to meters in boiler basement					
	2208505 Total:	1,331.00							
	Britton Electronics Total:	1,694.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Calpine Energy Solutions 10590									
*** 2021600130168	8/3/2020	31.95	0.00	08/07/2020				No	0
100-032-550600 Electricity For Signal Li				traffic lights 6/18-7/27/20					
*** 2021600130168	8/3/2020	3,727.82	0.00	08/07/2020				No	0
100-032-550500 Electricity For Street Li				street lights 6/4-7/17/20					
*** 2021600130168	8/3/2020	533.10	0.00	08/07/2020				No	0
231-030-550100 Utilities				liftstations 6/1-7/27/20					
*** 2021600130168	8/3/2020	338.50	0.00	08/07/2020				No	0
100-068-550100 Utilities				1411 elmgrove tower and 1130 koch st unit A 6/1-7/28/20					
*** 2021600130168	8/3/2020	2,599.74	0.00	08/07/2020				No	0
100-068-550100 Utilities				public property locations 5/31-7/7/30					
*** 2021600130168	8/3/2020	10,078.47	0.00	08/07/2020				No	0
231-031-550100 Utilities				606 s front st and 2500 s 2nd 6/2-7/23/20					
*** 2021600130168	8/3/2020	572.50	0.00	08/07/2020				No	0
525-525-550100 Utilities				airport locations 6/4/7/6/20					
*** 2021600130168	8/3/2020	106.07	0.00	08/07/2020				No	0
100-032-550100 Utilities				1208 koch st and 1140 koch st 6/1-7/16/20					
*** 2021600130168	8/3/2020	92.28	0.00	08/07/2020				No	0
223-023-550100 Utilities				1208 koch st/solid waste dept 6/1-7/1/20					
*** 2021600130168	8/3/2020	262.90	0.00	08/07/2020				No	0
501-501-550100 Utilities				1130 koch st/bus dept 6/16-7/1/20					
*** 2021600130168	8/3/2020	905.16	0.00	08/07/2020				No	0
100-034-550100 Utilities				3232 court & 272 derby 6/15-7/20/20					
*** 2021600130168	8/3/2020	262.90	0.00	08/07/2020				No	0
699-069-550100 Utilities				1130 koch st unit b/vmf dept 6/1-7/16/20					
202160013016839 Total:		19,511.39							
Calpine Energy Solutions T		19,511.39							
Cat Financial Services 10104									
21138352	7/15/2020	1,673.17	0.00	08/07/2020				No	0
445-041-524000 Lease/Rental of Equipment				monthly loader payment 6/15-7/15/20					
21138352 Total:		1,673.17							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
Cat Financial Services Tota		1,673.17							
CenturyLink 10111									
*** 304025584	7/10/2020	49.08	0.00	08/07/2020				No	0
100-009-550300 Telephone				phone service 07/10-08/09/20					
304025584 Total:		49.08							
*** 304027612	7/13/2020	72.79	0.00	08/07/2020				No	0
100-009-550300 Telephone				ESDA line/fire dept 6/13-7/12/20					
304027612 Total:		72.79							
CenturyLink Total:		121.87							
CINTAS Corporation 10115									
4056067227	7/16/2020	89.81	0.00	08/07/2020				No	0
231-031-569000 Other Contractual Service				clean uniforms 7/16/20					
4056067227 Total:		89.81							
4056752335	7/23/2020	89.81	0.00	08/07/2020				No	0
231-031-569000 Other Contractual Service				clean uniforms 7/23/20					
4056752335 Total:		89.81							
4057321549	7/30/2020	89.81	0.00	08/07/2020				No	0
231-031-569000 Other Contractual Service				clean uniforms 7/30/20					
4057321549 Total:		89.81							
CINTAS Corporation Tota		269.43							
City Solutions Consulting LLC 14124									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
44	8/3/2020	3,440.00	0.00	08/07/2020				No	0
270-270-560500 Consulting Services				consulting fee 7/21-8/3/20					
44 Total:		3,440.00							
City Solutions Consulting L		3,440.00							
CliftonLarsonAllen LLP									
13966									
2554006	7/20/2020	3,150.00	0.00	08/07/2020				No	0
100-006-569000 Other Contractual Service				professional service 7/1-7/15/20					
2554006 Total:		3,150.00							
CliftonLarsonAllen LLP To		3,150.00							
Coffey, John									
14221									
08042020	8/4/2020	750.00	0.00	08/07/2020				No	0
231-030-569000 Other Contractual Service				backwater flow valve reimbursement 1225 caroline st					
08042020 Total:		750.00							
Coffey, John Total:		750.00							
Comcast Cable									
11073									
*** 203200090660	7/19/2020	224.12	0.00	08/07/2020				No	0
525-525-550300 Telephone				phone service at airport 7/23-8/22/20					
203200090660 Total:		224.12							
Comcast Cable Total:		224.12							

Control-Tech Inc.

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
14206									
0078485in	7/31/2020	2,182.87	0.00	08/07/2020				No	0
231-031-529000 Equipment				waste activated sludge #2 flow meter					
0078485in Total:		2,182.87							
Control-Tech Inc. Total:		2,182.87							
Core & Main									
10255									
m688867	7/29/2020	4,810.00	0.00	08/07/2020				No	0
231-033-564100 Drainage Improvements				curb inlets, frame and grates for catch basin repairs					
m688867 Total:		4,810.00							
m743793	7/29/2020	510.50	0.00	08/07/2020				No	0
231-033-564100 Drainage Improvements				14' pvc sewer pipe					
m743793 Total:		510.50							
Core & Main Total:		5,320.50							
Dinges Fire Company									
12462									
11914	7/17/2020	120.00	0.00	08/07/2020				No	0
100-034-534400 Equipment Repairs				honda simo pump repair					
11914 Total:		120.00							
Dinges Fire Company Tota		120.00							
Eagle Engraving, Inc									
11038									
20203223	7/22/2020	739.95	0.00	08/07/2020				No	0
100-034-599000 Miscellaneous				retirement gift for kn					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
20203223 Total:		739.95							
Eagle Engraving, Inc Total:		739.95							
Economic Development Council for Central IL. 11074									
07082020	7/8/2020	2,029.20	0.00	08/07/2020	TIF admin fees 1st & 2nd qtr 2020			No	0
270-270-560500 Consulting Services									
07082020 Total:		2,029.20							
07082020-1	7/8/2020	1,420.40	0.00	08/07/2020	TIF admin fees 1st & 2nd qtr 2020			No	0
273-273-560500 Consulting Services									
07082020-1 Total:		1,420.40							
Economic Development Co		3,449.60							
EJ Equipment 11489									
p01975	7/30/2020	4,000.00	0.00	08/07/2020	broom for TYMCO sweeper			No	0
231-033-534000 Automotive Expense									
p01975 Total:		4,000.00							
EJ Equipment Total:		4,000.00							
Estate of Anna Barr 14216									
*** 07302020	8/4/2020	270.00	0.00	08/07/2020	refund of a stopped check #140110			No	0
223-000-219000 Accounts Payable									
*** 07302020	8/4/2020	66.30	0.00	08/07/2020	refund of a stopped check #140110			No	0
231-000-219000 Accounts Payable									
07302020 Total:		336.30							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
Estate of Anna Barr Total:		336.30							
Every Second Counts LLC 14220									
07242020	7/24/2020	1,230.00	0.00	08/07/2020	600 child safety i.d. kits			No	0
100-761-592500 Crime Prevention Expense									
07242020 Total:		1,230.00							
Every Second Counts LLC		1,230.00							
Fastenal Company 10181									
ilpek157030	7/16/2020	941.40	0.00	08/07/2020	hydraulic pump for shop			No	0
100-034-529000 Equipment									
ilpek157030 Total:		941.40							
Fastenal Company Total:		941.40							
Federal Eastern International 13938									
517875	7/20/2020	2,904.90	0.00	08/07/2020	15 boxes of ammo-CIERT team			No	0
100-761-592604 Emergency Services Team									
517875 Total:		2,904.90							
Federal Eastern Internation		2,904.90							
Firepenny 14219									
25948	7/28/2020	114.01	0.00	08/07/2020	k-9 seat organizer for computer			No	0
100-761-592602 Canine Unit									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
25948 Total:		114.01							
Firepenny Total:		114.01							
Firestone Tire & Service 10191									
219219	7/17/2020	74.99	0.00	08/07/2020				No	0
100-761-534000 Automotive Expense				alignment squad 5143					
219219 Total:		74.99							
219471	7/24/2020	301.66	0.00	08/07/2020				No	0
100-761-534000 Automotive Expense				2 tires squad 5132					
219471 Total:		301.66							
Firestone Tire & Service To		376.65							
Five Star Water 12219									
*** 106351	7/30/2020	23.90	0.00	08/07/2020				No	0
231-031-569000 Other Contractual Service				water and cooler rental 7/20					
106351 Total:		23.90							
Five Star Water Total:		23.90							
FleetPride, Inc. 11473									
55888114	7/21/2020	136.99	0.00	08/07/2020				No	0
100-034-534000 Automotive Expense				freon for vehicles					
55888114 Total:		136.99							
FleetPride, Inc. Total:		136.99							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Foster's, Inc. 11894									
30236376	7/30/2020	162.96	0.00	08/07/2020	yard-crew	expense		No	0
100-068-522400 General Supplies				grass seed mix					
30236376 Total:		162.96							
Foster's, Inc. Total:		162.96							
Gem City Tire 12935									
26164	7/21/2020	1,665.73	0.00	08/07/2020				No	0
223-023-534000 Automotive Expense				recap tires and repairs					
26164 Total:		1,665.73							
Gem City Tire Total:		1,665.73							
Golf Green Lawn Care 14121									
864793	7/13/2020	77.25	0.00	08/07/2020				No	0
100-068-569000 Other Contractual Service				weed control at 3232 court st 7/13/20					
864793 Total:		77.25							
868837	7/20/2020	90.25	0.00	08/07/2020				No	0
100-068-569000 Other Contractual Service				weed control at 1000 n 14th 7/20/20					
868837 Total:		90.25							
Golf Green Lawn Care Tot		167.50							
Greg's Garage Door 10238									
13810	7/15/2020	2,022.50	0.00	08/07/2020				No	0
100-068-534200 Buildings And Grounds Rep				door opener to colson building					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
13810 Total:		2,022.50							
13851	7/24/2020	190.00	0.00	08/07/2020				No	0
100-068-569000 Other Contractual Service				repair to mechanics garage door at 1130 koch st					
13851 Total:		190.00							
Greg's Garage Door Total:		2,212.50							
Hall Signs, Inc 12690									
353749	7/29/2020	1,544.86	0.00	08/07/2020				No	0
100-032-523000 Traffic/Street Signs & Marking				blank signs for sign shop					
353749 Total:		1,544.86							
Hall Signs, Inc Total:		1,544.86							
Hastings Air-Energy Control, Inc 11500									
i83966	7/13/2020	28.93	0.00	08/07/2020				No	0
100-034-534400 Equipment Repairs				plymovent repairs					
i83966 Total:		28.93							
i84134	7/22/2020	499.19	0.00	08/07/2020				No	0
100-034-534400 Equipment Repairs				plymovent repairs					
i84134 Total:		499.19							
Hastings Air-Energy Contr		528.12							
Haulk, Michelle 14152									
08052020	8/5/2020	500.00	0.00	08/07/2020				No	0
261-319-511500 Econ Development Assist				final payment small business and microenterprise grant					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	08052020 Total:	500.00							
	Haulk, Michelle Total:	500.00							
Hi Line Supply Company Ltd 11583									
851236	7/21/2020	60.50	0.00	08/07/2020				No	0
231-031-534400 Equipment Repairs				pvc parts for boiler 64 basement water repair					
	851236 Total:	60.50							
	Hi Line Supply Company	60.50							
Hoecker, Jennifer 14044									
08052020	8/5/2020	200.00	0.00	08/07/2020				No	0
261-319-511500 Econ Development Assist				final payment small business and microenterprise grant					
	08052020 Total:	200.00							
	Hoecker, Jennifer Total:	200.00							
Hunter Hydro-vac Inc 10280									
105139	7/29/2020	675.00	0.00	08/07/2020				No	0
231-030-569000 Other Contractual Service				attempted jet lateral of pipe at 2500 court st					
	105139 Total:	675.00							
	Hunter Hydro-vac Inc Tota	675.00							
IAAI 12601									
38078	7/29/2020	130.00	0.00	08/07/2020				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
100-034-551600 Dues And Subscriptions				IAAI dues for baughman					
38078 Total:		130.00							
IAAI Total:		130.00							
IL American Water 10291									
*** 210000995141	7/16/2020	111.82	0.00	08/07/2020				No	0
100-034-550100 Utilities				3232 court st 6/13-7/15/20					
210000995141 Total:		111.82							
*** 210001081816	7/16/2020	4.57	0.00	08/07/2020				No	0
100-068-550100 Utilities				633 margaret st yd hy 6/13-7/15/20					
210001081816 Total:		4.57							
*** 210001269890	7/16/2020	21.31	0.00	08/07/2020				No	0
100-068-550100 Utilities				502 s 2nd st yd hy 6/13-7/15/20					
210001269890 Total:		21.31							
*** 210002094969	7/16/2020	26.02	0.00	08/07/2020				No	0
100-068-550100 Utilities				100 state st 6/13-7/15/20					
210002094969 Total:		26.02							
*** 210002243143	7/16/2020	25.74	0.00	08/07/2020				No	0
100-068-550100 Utilities				2500 s 2nd st 6/13-7/15/20					
210002243143 Total:		25.74							
*** 210002282773	7/16/2020	72.61	0.00	08/07/2020				No	0
100-068-550100 Utilities				111 s capitol st 6/13-7/15/20					
210002282773 Total:		72.61							
*** 210002365869	7/16/2020	21.31	0.00	08/07/2020				No	0
100-068-550100 Utilities				400 n 7th st yd hy 6/13-7/15/20					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
210002365869 Total:		21.31							
*** 210003283755	7/14/2020	53.97	0.00	08/07/2020				No	0
100-068-550100 Utilities				1842 court st yd hy 6/11-7/13/20					
210003283755 Total:		53.97							
*** 210003750453	7/13/2020	25.71	0.00	08/07/2020				No	0
100-068-550100 Utilities				1613 valle vista blvd yd hy 6/10-7/10/20					
210003750453 Total:		25.71							
*** 220000296568	7/16/2020	45.55	0.00	08/07/2020				No	0
100-068-550100 Utilities				107 front st restrooms 6/13-7/15/20					
220000296568 Total:		45.55							
IL American Water Total:		408.61							
IL Environmental Protection Agency 11923									
*** 9	8/26/2020	72,605.23	0.00	08/07/2020				No	0
231-000-218900 ILEPA Loan L17-3082				principle payment on L17-3082					
*** 9	8/26/2020	29,469.81	0.00	08/07/2020				No	0
231-029-590400 Interest Paid				interest payment on L17-3082					
9 Total:		102,075.04							
IL Environmental Protectio		102,075.04							
Illini Plumbing, Inc. 12264									
13870	7/17/2020	277.00	0.00	08/07/2020				No	0
100-793-569000 Other Contractual Service				inspection on sunco gas station					
13870 Total:		277.00							
13871	7/17/2020	99.00	0.00	08/07/2020				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
100-793-569000 Other Contractual Service				inspection on 2020 windsor					
13871 Total:		99.00							
13875	7/17/2020	188.00	0.00	08/07/2020				No	0
100-793-569000 Other Contractual Service				inspection on 3560 court st					
13875 Total:		188.00							
Illini Plumbing, Inc. Total:		564.00							
J & L Dock Facilities Inc									
11463									
31349	7/21/2020	568.79	0.00	08/07/2020				No	0
231-033-564100 Drainage Improvements				gravel for ditch work on sheridan rd					
31349 Total:		568.79							
J & L Dock Facilities Inc T		568.79							
Kalman Engineering Inc									
14154									
08052020	8/5/2020	500.00	0.00	08/07/2020				No	0
261-319-511500 Econ Development Assist				final payment small business and microenterprise grant					
08052020 Total:		500.00							
Kalman Engineering Inc To		500.00							
Kelli's Daycare									
14048									
08052020	8/5/2020	200.00	0.00	08/07/2020				No	0
261-319-511500 Econ Development Assist				final payment for small business and microenterprise grant					
08052020 Total:		200.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
Kelli's Daycare Total:		200.00							
Key Equipment 10353									
159158	7/21/2020	409.90	0.00	08/07/2020				No	0
231-033-534000 Automotive Expense				wiper blade for sweeper					
159158 Total:		409.90							
Key Equipment Total:		409.90							
Kimball Midwest 11679									
8095468	7/21/2020	116.24	0.00	08/07/2020				No	0
100-034-522400 General Supplies				shop supplies					
8095468 Total:		116.24							
8107263	7/24/2020	252.34	0.00	08/07/2020				No	0
231-030-522400 General Supplies				nitrile gloves					
8107263 Total:		252.34							
*** 8112841	7/28/2020	110.00	0.00	08/07/2020				No	0
100-032-523000 Traffic/Street Signs & Marking				nitrile gloves					
*** 8112841	7/28/2020	110.00	0.00	08/07/2020				No	0
100-032-522400 General Supplies				nitrile gloves					
8112841 Total:		220.00							
Kimball Midwest Total:		588.58							
Lenz Oil Service Inc 10373									
18579	7/30/2020	2,511.00	0.00	08/07/2020				No	0
100-032-522400 General Supplies				oil for dura patcher					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
18579 Total:		2,511.00							
Lenz Oil Service Inc Total:		2,511.00							
LHF Compost, Inc. 11829 178412	7/24/2020	1,525.00	0.00	08/07/2020				No	0
223-025-566501 Compost Site Expense				yw fee 7/20-7/24/20					
178412 Total:		1,525.00							
178419	7/31/2020	1,403.00	0.00	08/07/2020				No	0
223-025-566501 Compost Site Expense				yw fee 7/27-7/31/20					
178419 Total:		1,403.00							
LHF Compost, Inc. Total:		2,928.00							
Linden & Co 10381 25020	7/24/2020	1,459.00	0.00	08/07/2020				No	0
231-031-529000 Equipment				stainless steel filters for flushing systems					
25020 Total:		1,459.00							
Linden & Co Total:		1,459.00							
Lozier Oil Company 12770 0073820in	7/17/2020	750.35	0.00	08/07/2020				No	0
231-031-522400 General Supplies				oil for clarifiers and grease for screw pumps					
0073820in Total:		750.35							
Lozier Oil Company Total:		750.35							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Macqueen Emergency 10230									
p03304	7/14/2020	156.45	0.00	08/07/2020	tower 4 repairs			No	0
100-034-534000 Automotive Expense									
p03304 Total:		156.45							
p03504	7/23/2020	1,302.51	0.00	08/07/2020	tower 4 repairs			No	0
100-034-534000 Automotive Expense									
p03504 Total:		1,302.51							
Macqueen Emergency Tota		1,458.96							
May Welding Repair and Fabrication, LLC 14112									
1275	7/16/2020	3,508.00	0.00	08/07/2020	floor replating and new hopper liner for sw9			No	0
223-023-534000 Automotive Expense									
1275 Total:		3,508.00							
May Welding Repair and F		3,508.00							
McDaniel, Troy 14037									
08052020	8/5/2020	500.00	0.00	08/07/2020	final payment small business and microenterprise grant			No	0
261-319-511500 Econ Development Assist									
08052020 Total:		500.00							
McDaniel, Troy Total:		500.00							
McNeilus Truck & Manufacturing 10410									
4769537	7/21/2020	3,827.08	0.00	08/07/2020	tipper for sw			No	0
223-023-534000 Automotive Expense									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
4769537 Total:		3,827.08							
McNeilus Truck & Manufa		3,827.08							
Menards									
10414									
83885	7/23/2020	23.80	0.00	08/07/2020	yard-crew	expense		No	0
100-068-522400 General Supplies				lawn bags					
83885 Total:		23.80							
83914	7/23/2020	270.68	0.00	08/07/2020				No	0
100-034-522400 General Supplies				sand paper and 11 outlets					
83914 Total:		270.68							
84009	7/24/2020	39.99	0.00	08/07/2020				No	0
525-525-529000 Equipment				powergear lopper					
84009 Total:		39.99							
84382	7/29/2020	1,276.43	0.00	08/07/2020				No	0
100-034-529000 Equipment				gas range for fire station					
84382 Total:		1,276.43							
84680	8/3/2020	20.88	0.00	08/07/2020				No	0
100-032-522400 General Supplies				100' tape and duct tape					
84680 Total:		20.88							
Menards Total:		1,631.78							
MES Inc									
10415									
in1476531	7/13/2020	73.03	0.00	08/07/2020				No	0
100-034-529000 Equipment				gold badge					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	in1476531 Total:	73.03							
	MES Inc Total:	73.03							
Mi-Token Inc 12776 inv0864	6/25/2020	1,050.00	0.00	08/07/2020				No	0
100-009-538000 Maintenance Agreements				mi-token license maintenance 6/23/20-6/22/21					
	inv0864 Total:	1,050.00							
	Mi-Token Inc Total:	1,050.00							
Mullins, Cynthia Ann 14222 08052020	8/5/2020	4,500.00	0.00	08/07/2020				No	0
261-319-511500 Econ Development Assist				small business and microenterprise grant					
	08052020 Total:	4,500.00							
	Mullins, Cynthia Ann Tota	4,500.00							
MyFleetCenter.Com 13381 33531	7/23/2020	62.98	0.00	08/07/2020				No	0
100-761-534000 Automotive Expense				oil change squad 5171					
	33531 Total:	62.98							
	MyFleetCenter.Com Total	62.98							
NAPA Auto Parts of Pekin 10441 430867	7/10/2020	46.98	0.00	08/07/2020				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
100-034-534000 Automotive Expense				oil seal returned	exhaust parts for engine 3				
430867 Total:		46.98							
432283	7/23/2020	89.50	0.00	08/07/2020				No	0
100-032-534000 Automotive Expense				oil seal returned					
432283 Total:		89.50							
432594	7/27/2020	-89.50	0.00	08/07/2020				No	0
100-032-534000 Automotive Expense				oil seal returned					
432594 Total:		-89.50							
NAPA Auto Parts of Pekin		46.98							
NASASP									
11001									
17338	5/16/2020	39.00	0.00	08/07/2020				No	0
100-034-551600 Dues And Subscriptions				NASASP annual dues 7/1/20-7/1/21					
17338 Total:		39.00							
NASASP Total:		39.00							
O'Reilly Automotive Stores, Inc.									
10456									
1262406912	7/22/2020	21.00	0.00	08/07/2020				No	0
100-032-534000 Automotive Expense				door wind channel for st444					
1262406912 Total:		21.00							
O'Reilly Automotive Stores		21.00							
Otis, Heather									
14128									
08052020	8/5/2020	200.00	0.00	08/07/2020				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
261-319-511500 Econ Development Assist				final payment small business and microenterprise grant					
08052020 Total:		200.00							
Otis, Heather Total:		200.00							
PDC Laboratories Inc 10473									
4646665	7/15/2020	494.01	0.00	08/07/2020				No	0
231-031-536400 Sludge Removal				effluent testing 6/23-7/24/20sludge to landfill 7/15/20					
4646665 Total:		494.01							
i9426687	7/31/2020	6,313.10	0.00	08/07/2020				No	0
231-031-561300 Testing Fees And Expenses				effluent testing 6/23-7/24/20					
i9426687 Total:		6,313.10							
PDC Laboratories Inc Tota		6,807.11							
Pekin Public Library 10488									
08052020	8/5/2020	448.00	0.00	08/07/2020				No	0
924-000-110200 Operating Account				repay library for voided check #144362					
08052020 Total:		448.00							
Pekin Public Library Total:		448.00							
Pekin Shoe Repair 10490									
5495	7/17/2020	150.40	0.00	08/07/2020				No	0
223-023-554300 Uniforms And Tools				safety boot purchase mk					
5495 Total:		150.40							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	Pekin Shoe Repair Total:	150.40							
Pekin Trophy House 10493									
599512	7/29/2020	45.95	0.00	08/07/2020				No	0
100-761-599000 Miscellaneous				retirement plaque for wt					
	599512 Total:	45.95							
	Pekin Trophy House Total	45.95							
Peoria Journal Star 10343									
in1358281	7/10/2020	255.84	0.00	08/07/2020				No	0
100-004-551000 Printing And Publications				combined sewer overflow CSO phase III					
	in1358281 Total:	255.84							
	Peoria Journal Star Total:	255.84							
Powers, Kathryn 14223									
08052020	8/5/2020	750.00	0.00	08/07/2020				No	0
231-030-569000 Other Contractual Service				backwater flow valve reimbursement at 1711 florence					
	08052020 Total:	750.00							
	Powers, Kathryn Total:	750.00							
Puritan Springs Water 10766									
*** 1386911	7/9/2020	35.62	0.00	08/07/2020				No	0
525-525-569000 Other Contractual Service				water delivery to airport 7/6/20					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	1386911 Total:	35.62							
	Puritan Springs Water Tota	35.62							
Ray O'Herron Co Inc 10539									
2041505in	7/29/2020	725.87	0.00	08/07/2020				No	0
100-761-592604 Emergency Services Team				special ops helmet-CIERT					
	2041505in Total:	725.87							
	Ray O'Herron Co Inc Total	725.87							
RoadSafe Traffic Systems, Inc 12789									
118175	7/30/2020	700.00	0.00	08/07/2020				No	0
100-032-529000 Equipment				type 1 barricades and lights					
	118175 Total:	700.00							
	RoadSafe Traffic Systems,	700.00							
Schwartz Electric 10579									
14834	7/27/2020	52.50	0.00	08/07/2020				No	0
100-032-534400 Equipment Repairs				2204&2207 valentine/locate street light power					
	14834 Total:	52.50							
	Schwartz Electric Total:	52.50							
Secretary of State 10583									
08052020	8/5/2020	151.00	0.00	08/07/2020				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
100-761-557200 License And Inspection Fees					renewal license on squad 5132				
08052020 Total:		151.00							
Secretary of State Total:		151.00							
Seico Inc 10587 34707	7/8/2020	540.00	0.00	08/07/2020				No	0
100-068-557200 License And Inspection Fees					city hall fire alarm inspection				
34707 Total:		540.00							
Seico Inc Total:		540.00							
Sentry Safety Supply, Inc. 10882 0248524in	7/13/2020	270.00	0.00	08/07/2020				No	0
208-208-599000 Miscellaneous					safety vests and gloves for downtown clean up				
0248524in Total:		270.00							
Sentry Safety Supply, Inc.		270.00							
Sherwin Williams 10596 2399-5	7/20/2020	2,677.07	0.00	08/07/2020				No	0
100-032-523000 Traffic/Street Signs & Marking					glass beads for street paint				
2399-5 Total:		2,677.07							
Sherwin Williams Total:		2,677.07							
Smith Septic 14218									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
5	7/8/2020	225.00	0.00	08/07/2020				No	0
525-525-569000 Other Contractual Service				clean septic tank at airport ln					
5 Total:		225.00							
Smith Septic Total:		225.00							
Standard Heating & Cooling									
13042									
sd12400	7/10/2020	376.75	0.00	08/07/2020				No	0
100-068-534200 Buildings And Grounds Rep				a/c repaired at north side fire station					
sd12400 Total:		376.75							
Standard Heating & Coolin		376.75							
Stock & Field									
11569									
9303/13	7/21/2020	23.96	0.00	08/07/2020				No	0
231-033-522400 General Supplies				clr cleaner for sweepers					
9303/13 Total:		23.96							
Stock & Field Total:		23.96							
Tazewell County Landfill									
10635									
4646688	7/15/2020	27,614.91	0.00	08/07/2020				No	0
223-023-566500 Landfill Expense				landfill fee 7/1-7/15/20					
4646688 Total:		27,614.91							
4646689	7/15/2020	169.10	0.00	08/07/2020				No	0
223-023-566500 Landfill Expense				x-waste fee at landfill 7/10/20					
4646689 Total:		169.10							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	Tazewell County Landfill T	27,784.01							
Teem Technologies, Inc. 13327									
invns6748	9/17/2019	312.50	0.00	08/07/2020				No	0
100-009-538000 Maintenance Agreements				4/26/20-9/25/20 back maint teem conf. room mgt software					
	invns6748 Total:	312.50							
	Teem Technologies, Inc. To	312.50							
Third Millennium Associates, Inc. 11953									
*** 25070	7/22/2020	980.37	0.00	08/07/2020				No	0
231-029-569000 Other Contractual Service				july bill rendering					
*** 25070	7/22/2020	980.37	0.00	08/07/2020				No	0
223-023-569000 Other Contractual Service				july bill rendering					
*** 25070	7/22/2020	15.25	0.00	08/07/2020				No	0
231-029-520400 Postage				july postage					
*** 25070	7/22/2020	15.25	0.00	08/07/2020				No	0
223-023-520400 Postage				july postage					
	25070 Total:	1,991.24							
*** 25073	7/20/2020	687.67	0.00	08/07/2020				No	0
231-029-569000 Other Contractual Service				may lockbox					
*** 25073	7/20/2020	687.66	0.00	08/07/2020				No	0
223-023-569000 Other Contractual Service				may lockbox					
	25073 Total:	1,375.33							
	Third Millennium Associat	3,366.57							
Topless Tree Service Inc 10657									
2020102	7/10/2020	70.00	0.00	08/07/2020				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
100-032-536000 Tree Removal / Replacemen				415 caroline/remove broken limb					
2020102 Total:		70.00							
2020103	7/10/2020	140.00	0.00	08/07/2020				No	0
100-032-536000 Tree Removal / Replacemen				1011 hamilton/remove limbs					
2020103 Total:		140.00							
2020104	7/10/2020	560.00	0.00	08/07/2020				No	0
100-032-536000 Tree Removal / Replacemen				1209 market/remove limbs					
2020104 Total:		560.00							
2020126	7/26/2020	525.00	0.00	08/07/2020				No	0
100-032-536000 Tree Removal / Replacemen				429 henrietta/remove large limb down					
2020126 Total:		525.00							
2020128	7/26/2020	245.00	0.00	08/07/2020				No	0
100-032-536000 Tree Removal / Replacemen				319 catherine/remove large limb					
2020128 Total:		245.00							
2020129	7/26/2020	2,265.00	0.00	08/07/2020				No	0
100-032-536000 Tree Removal / Replacemen				624 s 9th/remove rotten tree					
2020129 Total:		2,265.00							
2020130	7/26/2020	1,055.00	0.00	08/07/2020				No	0
100-032-536000 Tree Removal / Replacemen				927 catherine/remove rotten tree					
2020130 Total:		1,055.00							
2020131	7/26/2020	280.00	0.00	08/07/2020				No	0
100-032-536000 Tree Removal / Replacemen				355 caroline/remove limb in street					
2020131 Total:		280.00							
2020132	7/26/2020	2,515.00	0.00	08/07/2020				No	0
100-032-536000 Tree Removal / Replacemen				2121 dominion/remove 1/2 of tree in street					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
	2020132 Total:	2,515.00							
2020133	7/26/2020	1,885.00	0.00	08/07/2020				No	0
100-032-536000	Tree Removal / Replacemen			911 ann eliza/remove 1/2 of tree in street blocking driveway					
	2020133 Total:	1,885.00							
2020134	7/26/2020	3,341.00	0.00	08/07/2020				No	0
100-032-536000	Tree Removal / Replacemen			715 s 9th/remove tree blocking street and on van					
	2020134 Total:	3,341.00							
2020135	7/26/2020	4,940.00	0.00	08/07/2020				No	0
100-032-536000	Tree Removal / Replacemen			600 n 4th st/remove large section of tree on house					
	2020135 Total:	4,940.00							
2020136	7/26/2020	3,665.00	0.00	08/07/2020				No	0
100-032-536000	Tree Removal / Replacemen			4th & mary/remove 2nd half of tree					
	2020136 Total:	3,665.00							
	Topless Tree Service Inc To	21,486.00							
Tristar Window Cleaning									
13950									
665	6/14/2020	933.00	0.00	08/07/2020				No	0
100-068-569000	Other Contractual Service			city hall window cleaning					
	665 Total:	933.00							
	Tristar Window Cleaning T	933.00							
Udry Jewelers									
10667									
87273	7/14/2020	250.00	0.00	08/07/2020				No	0
100-005-597900	Employee Recognition			retirement watch for wt					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
87273 Total:		250.00							
Udry Jewelers Total:		250.00							
United Ready Mix Inc 11485									
49729	7/19/2020	539.00	0.00	08/07/2020				No	0
231-033-564100 Drainage Improvements				flowable for catch basin repair					
49729 Total:		539.00							
49773	7/27/2020	1,176.00	0.00	08/07/2020				No	0
231-033-564100 Drainage Improvements				flowable for catch basin repair at state & 14th					
49773 Total:		1,176.00							
United Ready Mix Inc Tota		1,715.00							
United States Postal Service 10449									
08052020	8/5/2020	2,000.00	0.00	08/07/2020				No	0
100-990-520400 Postage				added postage to machine 8/5/20					
08052020 Total:		2,000.00							
United States Postal Servic		2,000.00							
Valley View Industries 13437									
61000	6/30/2020	2,253.94	0.00	08/07/2020				No	0
100-032-535000 Material And Hauling				rock for sheridan rd					
61000 Total:		2,253.94							
Valley View Industries Tota		2,253.94							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Velde Ford 10683 358169forg	7/27/2020	2,821.68	0.00	08/07/2020				No	0
100-761-534000 Automotive Expense				transmission for squad 5051b					
358169forg Total:		2,821.68							
Velde Ford Total:		2,821.68							
Vena Fine Jewelry 14133 08052020	8/5/2020	500.00	0.00	08/07/2020				No	0
261-319-511500 Econ Development Assist				final payment small business and microenterprise grant					
08052020 Total:		500.00							
Vena Fine Jewelry Total:		500.00							
Verizon 14122 9859358460	7/23/2020	2,192.55	0.00	08/07/2020				No	0
100-009-550300 Telephone				police dept cellular data 6/24-7/23/20					
9859358460 Total:		2,192.55							
9859358462	7/23/2020	713.21	0.00	08/07/2020				No	0
100-009-550300 Telephone				fire dep cellular data 6/24-7/23/20					
9859358462 Total:		713.21							
9859412037	7/23/2020	58.81	0.00	08/07/2020				No	0
100-009-550300 Telephone				cell phone no longer in use/last bill					
9859412037 Total:		58.81							
Verizon Total:		2,964.57							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Virden, Molly 14063									
08052020	8/5/2020	2,500.00	0.00	08/07/2020				No	0
261-319-511500 Econ Development Assist				small business and microenterprise grant					
08052020 Total:		2,500.00							
Virden, Molly Total:		2,500.00							
Visa (business) 11433									
*** 072620-2592	7/26/2020	60.71	0.00	08/07/2020				No	0
100-032-534400 Equipment Repairs				wear bar for street chipper					
*** 072620-2592	7/26/2020	88.79	0.00	08/07/2020				No	0
100-068-522400 General Supplies				keys for buildings					
*** 072620-2592	7/26/2020	122.82	0.00	08/07/2020				No	0
100-034-529000 Equipment				elevator keys					
*** 072620-2592	7/26/2020	9.77	0.00	08/07/2020				No	0
100-005-597900 Employee Recognition				employee appreciation 7/8/20					
*** 072620-2592	7/26/2020	129.38	0.00	08/07/2020	COVI-D019	expense		No	0
100-990-520200 Office Supplies				lobby sign holders & lables					
*** 072620-2592	7/26/2020	8.68	0.00	08/07/2020				No	0
100-005-597900 Employee Recognition				retirement gifts					
*** 072620-2592	7/26/2020	169.00	0.00	08/07/2020	COVI-D019	expense		No	0
100-009-538000 Maintenance Agreements				zoom meeting 7/23/20					
072620-2592 Total:		589.15							
*** 072620-6031	7/26/2020	51.77	0.00	08/07/2020				No	0
100-001-520200 Office Supplies				file folders					
*** 072620-6031	7/26/2020	28.73	0.00	08/07/2020				No	0
100-001-520200 Office Supplies				file folders					
*** 072620-6031	7/26/2020	-47.72	0.00	08/07/2020				No	0
100-001-520200 Office Supplies				file folders returned					
*** 072620-6031	7/26/2020	37.98	0.00	08/07/2020				No	0
100-001-520200 Office Supplies				file folders					
*** 072620-6031	7/26/2020	8.45	0.00	08/07/2020				No	0
100-001-520200 Office Supplies				lables					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
*** 072620-6031	7/26/2020	-8.45	0.00	08/07/2020				No	0
100-001-520200 Office Supplies				lables returned					
*** 072620-6031	7/26/2020	1,180.00	0.00	08/07/2020				No	0
100-001-551600 Dues And Subscriptions				ICMA full membership dues					
072620-6031 Total:		1,250.76							
Visa (business) Total:		1,839.91							
Vogel, Randy 14224									
09052020	8/5/2020	750.00	0.00	08/07/2020				No	0
231-030-569000 Other Contractual Service				backwater flow valve reimbursement 1402 1/2 morton st					
09052020 Total:		750.00							
Vogel, Randy Total:		750.00							
Wieland's Lawn Mower Hospital 10704									
774222	7/27/2020	18.05	0.00	08/07/2020	yard-crew	expense		No	0
100-068-522400 General Supplies				spool up nylon for weed eater					
774222 Total:		18.05							
774686	7/29/2020	21.90	0.00	08/07/2020	yard-crew	expense		No	0
100-068-522400 General Supplies				spool up nylon for weed eater					
774686 Total:		21.90							
Wieland's Lawn Mower Ho		39.95							
Will Harms Co 10706									
36472	7/16/2020	246.46	0.00	08/07/2020				No	0
100-034-520200 Office Supplies				cartridges and rubber bands					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	36472 Total:	246.46							
36480	7/20/2020	16.68	0.00	08/07/2020				No	0
100-763-520200 Office Supplies				post-it notes					
	36480 Total:	16.68							
*** 36482	7/27/2020	366.13	0.00	08/07/2020				No	0
100-761-520200 Office Supplies				index cards, staples highlighters					
*** 36482	7/27/2020	33.87	0.00	08/07/2020				No	0
100-764-520200 Office Supplies				fine tip black markers					
	36482 Total:	400.00							
36488	7/29/2020	17.98	0.00	08/07/2020				No	0
100-763-520200 Office Supplies				2 boxes for file folders					
	36488 Total:	17.98							
	Will Harms Co Total:	681.12							
Woll, Mandy 14110									
08052020	8/5/2020	200.00	0.00	08/07/2020				No	0
261-319-511500 Econ Development Assist				final payment small business and microenterprise grant					
	08052020 Total:	200.00							
	Woll, Mandy Total:	200.00							
Woodmancy, Harold 12788									
08052020	8/5/2020	50.00	0.00	08/07/2020				No	0
501-501-557200 License And Inspection Fees				cdl reimbursement					
	08052020 Total:	50.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			

Woodmancy, Harold Total:	50.00
Report Total:	337,933.91

Accounts Payable

To Be Paid Proof List

User: mkflatley
 Printed: 08/05/2020 - 11:00AM
 Batch: 00025.07.2020 - missy2



City Of Pekin
 111 S. Capitol
 Pekin, IL 61554

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
Britton Electronics									
10083									
2208380	4/1/2020	877.00	0.00	08/07/2020				No	0
231-030-569000 Other Contractual Service				repairs at hickory hills liftstation					
2208380 Total:		877.00							
Britton Electronics Total:		877.00							
Teem Technologies, Inc.									
13327									
*** invns6748	9/17/2019	437.50	0.00	08/07/2020				No	0
100-009-538000 Maintenance Agreements				9/26/19-4/26/20 back main teem conf room mgt software					
invns6748 Total:		437.50							
Teem Technologies, Inc. To		437.50							
W L Construction Supply, Inc									
14217									
25130	1/23/2020	420.00	0.00	08/07/2020				No	0
100-032-529000 Equipment				concrete saw blade					
25130 Total:		420.00							
W L Construction Supply,		420.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			

Report Total:	1,734.50
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REQUEST FOR COUNCIL ACTION

Agenda Date: August 10, 2020
To: Council Members
From: Josie Esker, Assistant City Engineer

AGENDA ITEM: Receive and File Bids for Phase 3A CSO Project

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

Addendum #1

**BID FORM
FOR CONSTRUCTION CONTRACTS**

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

BID FORM

Addendum #1

CITY OF PEKIN, IL

COMBINED SEWER OVERFLOW (CSO) LONG TERM CONTROL PLAN IMPROVEMENTS

PHASE 3A

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Attachment: Williams Brothers Phase 3A Bid (2270 : Receive and File Bids for Phase 3A CSO Project)

Addendum #1**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

City of Pekin
111 S. Capitol Street
Pekin, IL 61554

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>July 27, 2020</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work. The mandatory site visit was conducted by the bidder on July 17, 2020.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."

E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and

Addendum #1

procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

4.02 (I) By submission of the bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to his own organization, that in connection with the bid:

- (i) The prices in the bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter

Addendum #1

relating to such prices with any other bidder or with any competitor;

(ii) Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the bidder, prior to opening, directly or indirectly to any other bidder or to any competitor; and

(iii) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

(II) Each person signing the bid shall certify that:

- (i) They are the person in the bidder's organization responsible within that organization for the decision as to the prices being bid and that they have not participated, and will not participate, in any action contrary to (I) (i) through (I)(iii) above; or
- (ii) They are not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid but that they have been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (I)(i) through (I)(iii) above, and as their agent shall so certify; and shall also certify that he has not participated, and will not participate, in any action contrary to (I)(i) through (I)(iii) above.

4.03 BIDDER certifies that wages paid in connection with the PROJECT shall be paid at prevailing rates not less than those prevailing under the Davis-Bacon Wage Act. Bidder further certifies that the provisions contained in the following clauses will be exercised in the performance of any contract resulting from this BID and are made a part of the CONTRACT DOCUMENTS thereto by their inclusion in the BID as follows:

1. Minimum wages.

- i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-

Addendum #1

1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, www.wdol.gov.

- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
 - (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (2.) Payrolls and basic records.
- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
 - (ii)(A)
- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1.) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR Part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR Part 5, and that such information is correct and complete

Addendum #1

- (2.) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;
 - (3.) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of optional Form WH-347, available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site, shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
- (3.) Apprentices and trainees.
 - i) Apprentices. Apprentices will be permitted to work at less than predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

Addendum #1

- ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
 - iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- (5.) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.
 - (6.) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
 - (7.) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
 - (8.) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
 - (9.) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors), the U.S. Department of Labor, or the employees or their representatives.

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(10.) Certification of eligibility.

- i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Contract Provision for Contracts in Excess of \$100,000 - clauses (1) through (4) shall be inserted in full in any contract in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act.

Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clauses set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The sub recipient, upon written request of the USEPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

Addendum #1

- (i) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the IEPA, USEPA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job

Addendum #1

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following unit price bid:

BASE BID PHASE 3A Section 1:

Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
18" D.I.P. Sewer	LF	90	\$ 500	\$ 45,000
120" Steel Casing installation method as shown in Phase 3A Railroad Crossing Plans: "Plans for Proposed Front Street Grade Crossing" and specifications	LF	219	\$ 4200	\$ 919,800
Fayette Street Junction Structure, Complete (32)	LS	1	\$399970	\$ 399970
Fayette Street Overflow Structure, Complete (35)	LS	1	\$350,000	\$ 350,000
Fayette Street Conflict Structure, Complete (39)	LS	1	\$355,000	\$ 355,000
Demolition of Existing Fayette St. Overflow Structure and 15" and 60" Sewer connections (36)	LS	1	\$ 200,000	\$ 200,000
Outfall Siphon under the 72" Sewer, Complete (37)	LS	1	\$400,000	\$ 400,000
Fayette Street Headwall and check valve, Complete (38)	LS	1	\$ 450,000	\$ 450,000
Pavement Removal	LF	842	\$ 60	\$ 50,520
Seeding, fertilizing and Mulching	LS	1	\$ 15000	\$ 15,000
Clearing and Grubbing	LS	1	\$ 10,000	\$ 10,000
Misc. incidental demolition and clearing	LS	1	\$ 25000	\$ 25000
RR liability insurance 3A	LS	1	\$11000	\$ 11000
Traffic Control	LS	1	\$ 10,000	\$ 10,000
Trench Dewatering complete	LS	1	\$25000	\$ 25000
Fiber Optic Cable and Conduit	LF	1012	\$ 20	\$ 20240
Warning Tape	LF	962	\$ 2.50	\$ 2405
Electrical and Controls Complete	LS	1	\$45000	\$ 45000
CA-7 Aggregate Allowance for Field over-excavation needs	CY	200	\$ 50	\$ 10,000
Total Base Bid Phase 3A Section 1				\$ 3,343,935

Attachment: Williams Brothers Phase 3A Bid (2270 : Receive and File Bids for Phase 3A CSO Project)

Addendum #1

BASE BID PHASE 3A Section 2:

Phase 3A Railroad Crossing Plans: "Plans for Proposed Front Street Grade Crossing" and specifications
 "Specifications for the Construction of the Front Street Grade Crossing and Rail Improvements"

Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
MOBILIZATION	LS	1	\$ 20,000	\$ 20,000
CONSTRUCTION LAYOUT	LS	1	\$ 7,500	\$ 7,500
TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	LS	1	\$ 5,000	\$ 5,000
TREE PRUNING	EA	10	\$ 1,000	\$ 10,000
FENCE AND GATE REMOVAL AND REINSTALLATION	LS	1	\$ 10,000	\$ 10,000
TEMPORARY CHAIN LINK FENCE	FT	160	\$ 25	\$ 4,000
RAILROAD TIES TO BE REMOVED	FT	7140	\$ 4.50	\$ 32,130
RAILROAD CROSSING REMOVAL	FT	171	\$ 88	\$ 15,048
BORROW EXCAVATION	CY	110	\$ 50	\$ 5,500
AGGREGATE SURFACE COURSE, CA-6	TON	180	\$ 38.50	\$ 6,930
BALLAST, <u>TYPE 4</u>	TON	2550	\$ 38.50	\$ 98,175
RAILROAD TIES, <u>WOOD, 8'-6"</u>	EA	745	\$ 160	\$ 119,200
TRACK WORK	FT	6090	\$ 1.80	\$ 10,962
CROSSING PANELS, TANGENT	FT	120	\$ 1,240	\$ 148,800
CROSSING PANELS, ARC	FT	112.5	\$ 1,240	\$ 139,500
SANITARY MANHOLES TO BE ADJUSTED	EA	1	\$ 2,000	\$ 2,000
CULVERT, RCP, CLASS, IV, 12"	FT	50	\$ 110	\$ 5,500
SIGN PANEL - TYPE 1	SF	18	\$ 110	\$ 1,980
WOOD SIGN SUPPORT	FT	12	\$ 110	\$ 1,320
RAILROAD PROTECTIVE LIABILITY INSURANCE	LS	1	\$ 4,500	\$ 4,500
ALLOWANCE: RAILROAD FLAGGER	DAY	30	\$ 1,500	\$ 45,000
ELECTRIC SLIDE GATE OPERATOR	LS	1	\$ 60,000	\$ 60,000
<u>BALLAST, TYPE 5</u>	<u>Ton</u>	<u>340</u>	<u>\$ 38.50</u>	<u>\$ 13,090</u>
<u>RAILROAD TIES, WOOD, 10'-0"</u>	<u>Each</u>	<u>75</u>	<u>\$ 190</u>	<u>\$ 14,250</u>
<u>RAILROAD TIES, WOOD, 14'-0"</u>	<u>EA</u>	<u>4</u>	<u>\$ 220</u>	<u>\$ 880</u>
Total Base Bid Phase 3A Section 2				\$ 781,265

Attachment: Williams Brothers Phase 3A Bid (2270 : Receive and File Bids for Phase 3A CSO Project)

Addendum #1

PHASE 3A ALTERNATES:ALTERNATE 3A-1:

Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
96" Interceptor - C301 Pipe and fittings	LF	664	\$ 2,600	\$ 1,726,400
72" Interceptor - C301 Pipe and fittings	LF	24	\$ 6,500	\$ 156,000
C301 Tee Manhole on 96" CSO Sewer	EA	2	\$ 110,000	\$ 220,000
Total Alternate 3A-1				\$ 2,102,400

ALTERNATE 3A-2:

Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
96" Interceptor - FRP Pipe and fittings	LF	664	\$ 2,000	\$ 1,328,000
72" Interceptor - FRP Pipe and fittings	LF	24	\$ 2,100	\$ 50,400
Hobas Tee Manhole on 96" CSO Sewer	EA	2	\$ 50,000	\$ 100,000
Total Alternate 3A-2				\$ 1,478,400

ALTERNATE 3A-3:

Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
60" Interceptor - C301 Pipe and fittings	LF	184	\$ 2500	\$ 460,000
Total Alternate 3A-3				\$ 460,000

ALTERNATE 3A-4:

Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
60" Interceptor - FRP Pipe and fittings	LF	184	\$ 1,100	\$ 202,400
Total Alternate 3A-4				\$ 202,400

ALTERNATE 3A-5:

Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
60" Interceptor - D.I.P. and fittings	LF	184	\$ 2,150	\$ 395,600
Total Alternate 3A-5				\$ 395,600

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

TOTAL BASE BID PRICE \$ 4,125,200

Phase 3A Low Alternate \$ 1,680,800

Total of Base Bid PLUS Phase 3A Low Alternate \$ 5,806,000

Addendum #1

The Bidder shall provide a list of Subcontractors for the various portions of work as follows:

Subcontract or Equipment Specification Section	General Description	Subcontractor, as applicable
Site Civil	general site work, excavation, earthwork, seeding, etc.	Williams Brothers Construction Inc.
Concrete	cast-in-place concrete construction	Williams Brothers Construction Inc.
Electrical	electric power distribution, lighting, control wiring and conduits	Oberlander Electric
Site Piping	exterior related piping, installation and testing	GA Rich & Sons
Railroad	Related Phase 3A Section 2	Rail Works

Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

The bid award shall be made to the low, responsive, responsible BIDDER on the basis of the Total Base Bid and lowest Total Alternate. The BIDDER shall submit a complete bid inclusive of all alternates.

Bidder understands that the Owner reserves the right to reject any or all bids, to waive any informalities in the bidding, to award any combination of alternate bids as specified in the Article 19.06 of the Instructions to Bidders.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 10 days and deliver Surety Bonds as required by Instructions to Bidders.

The bid security attached in the sum of 5% of the Bidder's Maximum Price (\$ 5%) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Neither the undersigned company nor any of its officers or employees have been barred from bidding on this contract as a result of being convicted of bid rigging or bid rotation.

All specified cash allowances are included in the price(s) set forth above and have been computed in accordance with Paragraph 11.02 of the General Conditions.

Addendum #1**ARTICLE 6 – MAJOR ITEMS OF EQUIPMENT AND ON-SITE FIELD VERIFICATION**

(Failure to complete this section shall be considered sufficient cause for rejection of the Bid.)

It is hereby expressly agreed that the Contractor Proposes to furnish and install in full compliance with the Plans and Contract Documents, the major items of equipment, as manufactured or supplied by the following listed manufacturers or suppliers. Each Bidder must list one manufacturer for the major equipment proposed to be furnished and installed in the work. The equipment listed will be subject to the requirements of Specification SECTION 461000 – GENERAL REQUIREMENTS, Item 1.3.B. and Item 1.3.D. The Contractor must provide complete equipment submittals in accordance with SECTION 461000 – GENERAL REQUIREMENTS and SECTION 0133000 – SUBMITTALS for review by the OWNER and ENGINEER for determination of compliance with the Plans and Specifications.

A. MAJOR ITEMS OF EQUIPMENT

Item No.	Specification Section	Equipment Description	Manufacturer or Supplier
1.	461105	Electric Valve Activators	Limitorque
2.	461150	Weir Gate	Rodney Hunt
3.	461176	UltraSonic Level Sensors	Siemens
4.	Specified on the Plans	SCADA Control Panels	Complete Integration

B. ON-SITE FIELD VERIFICATION

The Bidder herewith certifies to have conducted an on-site inspection of the entire pipe alignment and construction area to verify existing on-site field conditions and constructability, operations and shoring requirements.

Bill Knapp, Estimator

July 17, 2020

Verification Name/Title by Bidder

Date(s) Inspection Conducted

ARTICLE 7 – TIME OF COMPLETION

7.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

7.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 8 – ATTACHMENTS TO THIS BID

8.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security in the form of a 5% Bid Bond;

B. Forms per Article 15 – Submittal of Bid, Section 15.01 of the Instructions to Bidders, EJCDC C-200

Addendum #1

- C. Bidding Contractor shall provide written acknowledgement that they will self-perform a minimum of twenty five percent (25%) of all labor (manhours) on this project;
- D. Evidence of authority to do business in the State of Illinois; Contractor shall submit a Certificate of Good Standing from the Illinois Secretary of State website. <http://www.ilsos.gov/corporatelle/>;
- E. Required Bidder Qualification Statement with supporting data;
- F. Written acknowledgment of Illinois Compiled Statutes, 1992, ACT 570 Employment of Illinois Workers on Public Works Act;
- G. Written acknowledgement of Illinois Public Act 93-0642, which amends the Illinois Procurement Code;
- H. The failure to include any listed attachments with a bid proposal is sufficient cause for bid rejection. The omission of any listed attachment will require, at the least, more intense evaluation of the bid. Bidders shall review all hard copy submissions to assure that all listed attachments are included.

ARTICLE 9 – DEFINED TERMS

- 9.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

Addendum #1

ARTICLE 10 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

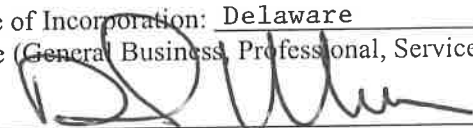
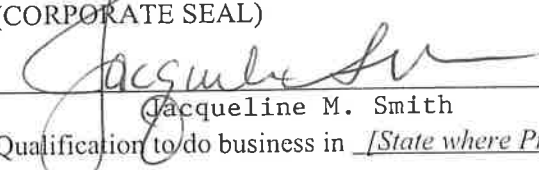
Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A CorporationCorporation Name: Williams Brothers Construction Inc. (SEAL)State of Incorporation: DelawareType (General Business, Professional, Service, Limited Liability): General BusinessBy:  _____
(Signature -- attach evidence of authority to sign)Name (typed or printed): David M. WilliamsTitle: President
(CORPORATE SEAL)Attest  _____
Jacqueline M. SmithDate of Qualification to do business in [State where Project is located] is 08 / 01 / 1973

Addendum #1A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address P.O. Box 1366
Peoria, Illinois 61654Phone No. 309-688-0416 Fax No. 309-688-0891E-mail jackie@wbci.usSUBMITTED on August 4, 2020.State Contractor License No. N/A.



**WILLIAMS
BROTHERS**
CONSTRUCTION INC.

August 4, 2020

City of Pekin
111 South Capitol Street
Pekin, Illinois 61554

RE: Evidence of Authority
CSO Long Term Control
Plan Improvements Phase 3A

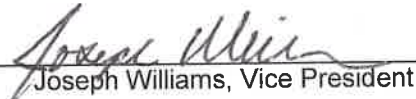
To Whom It May Concern:

I, Joseph Williams, certify that I am the Vice President of Williams Brothers Construction Inc., incorporated in the State of Delaware, named as contractor hereinabove; that David Williams, who signed the foregoing Agreement on behalf of the Contractor was then President of said Corporation; that said Agreement was duly signed for and in behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers.

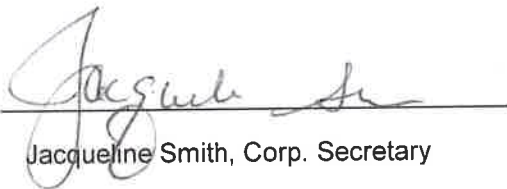
Sincerely,

WILLIAMS BROTHERS CONSTRUCTION INC.

By


Joseph Williams, Vice President

Attest:


Jacqueline Smith, Corp. Secretary

Attachment: Williams Brothers Phase 3A Bid (2270 : Receive and File Bids for Phase 3A CSO Project)

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Williams Brothers Construction Inc.
P.O. Box 1366
Peoria, IL 61654

SURETY (Name and Address of Principal Place of Business):

Zurich American Insurance Company AND
Fidelity and Deposit Company of Maryland
1299 Zurich Way, Schaumburg, IL 60196-1056

OWNER (Name and Address):

City of Pekin
111 S. Capital Street
Pekin, IL 61554

BID

Bid Due Date: August 4, 2020

Description (Project Name and Include Location): Combined Sewer Overflow (CSO) Long Term Control Plan Improvements Phase 3A

BOND

Bond Number: 0440193

Date (Not earlier than Bid due date): August 4, 2020

Penal sum Five Percent of the Maximum Bid Amount

(Words)

\$ (5% of the Maximum Bid Amount)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Williams Brothers Construction Inc.

(Seal)

Bidder's Name and Corporate Seal

By:

Signature

David M. Williams

Print Name

President

Title

Attest:

Signature

Jacqueline Smith, Secretary

Title

SURETY Zurich American Insurance Company AND

Fidelity and Deposit Company of Maryland (Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Keith Corder

Print Name

Attorney-in-Fact

Title

Attest:

Signature

Robin L. Young, Surety Account Manager

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.



1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

12. IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

STATE OF INDIANA

County of Marion

On this 4th day of August, 2020, before the subscriber, a Notary Public of the State of Indiana, in and for the County of Marion, duly commissioned and qualified, came Keith Corder, Attorney-In-Fact of the Zurich American Insurance Company AND Fidelity and Deposit Company of Maryland, to me personally known to be the individual described in, and who executed the preceding and foregoing instrument, and acknowledged the execution of the same, and being by me duly sworn, deposed and says that he/she is the said Attorney-In-Fact for the Companies aforesaid, and that the seals affixed to the foregoing instrument are the corporate seals of said Companies and that said corporate seals and his/her signature were duly affixed and subscribed to the said instrument by the authority and direction of the said Companies.

In Witness Whereof, I have hereunto set my hand affixed my official seal this day and year first above written.


Robin L. Young *Notary Public*

ROBIN L. YOUNG,
Notary Public, State of Indiana
SEAL
Commission Number 0645033
My Commission Expires June 10, 2021

Attachment: Williams Brothers Phase 3A Bid (2270 : Receive and File Bids for Phase 3A CSO Project)

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Daniel C. APPEL, Kathleen T. DEVITO, Brenda RAYMER, Lora L. YOUNG, Lakisa L. MASON, Keith CORDER, Robin L. YOUNG and Andrew APPEL, all of Indianapolis, Indiana**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 30th day of September, A.D. 2019.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 30th day of September, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 4th day of August, 2020.



Brian M. Hodges

Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577





ADDENDUM
Electronic Seals Approved for Surety Bonds

To ensure business continuity during the COVID-19 pandemic, Zurich American Insurance Company and its related companies authorize their Attorneys-in-Fact within all 50 U.S. States, territories and possessions, to affix an electronic seal to all bond documents as if it were a raised corporate seal.

Effective this 2nd day of April, 2020.

Zurich American Insurance Company
Fidelity and Deposit Company of Maryland
Colonial American Insurance Company

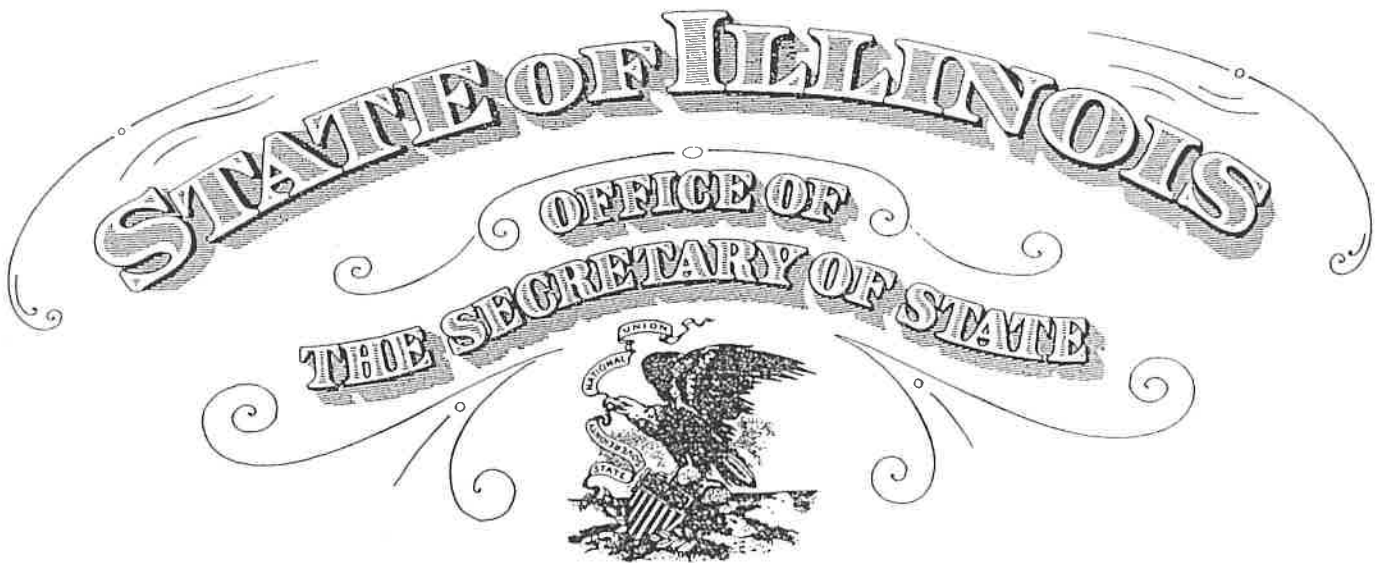
A handwritten signature in black ink, appearing to read 'R. Murray', written over a horizontal line.

Robert D. Murray
Executive Vice President
Head of Surety



File Number

5028-533-2



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

WILLIAMS BROTHERS CONSTRUCTION INC., INCORPORATED IN DELAWARE AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON AUGUST 01, 1973, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.

*In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 30TH
day of MARCH A.D. 2020 .*



Authentication #: 2009002330 verifiable until 03/30/2021

Authenticate at: <http://www.cyberdriveillinois.com>

Jesse White

SECRETARY OF STATE

Packet Pg. 84



**WILLIAMS
BROTHERS
CONSTRUCTION INC.**



August 4, 2020

City of Pekin
City Hall
111 South Capitol Street
Pekin, IL 61554

RE: CSO Long Term Control
Plan Improvements
Phase 3A

To Whom it May Concern:

Williams Brothers Construction acknowledges that the Illinois Compiled Statutes, 1992, Act 570 Employment of Illinois Workers on Public Works Act and of Illinois Public Act 93-0642, which amends the Illinois Procurement Code shall apply to the City of Pekin CSO Long Term Control Plan Improvements Phase 3A. We acknowledge that we will self-perform a minimum of 25% of all labor manhours on this project.

Sincerely,

WILLIAMS BROTHERS CONSTRUCTION INC.

By

David Williams, President

Attachment: Williams Brothers Phase 3A Bid (2270 : Receive and File Bids for Phase 3A CSO Project)



**WILLIAMS
BROTHERS
CONSTRUCTION INC.**

August 4, 2020



City of Pekin
111 South Capitol Street
Pekin, IL 61554

RE: Statement of Qualifications
CSO Long Term Control
Plan Improvements Phase 3A

In accordance with the Instruction to Bidders, Article 8, we are submitting this as our Statement of Qualifications.

Attached please find our State of Illinois Certificate of Good Standing issued by the Illinois Secretary of State on March 30, 2020 to evidence our ability to do business in the State of Illinois. WBCI maintains their corporate office at 1200 E. Kelly Avenue in Peoria Heights, IL. We also have yard locations in Peoria Heights and Germantown Hills, Illinois.

Attached to this Statement of Qualifications, you will find the following:

- ◆ We are attaching a copy of major WBCI owned equipment which would be available for your project.
- ◆ Since the company was established in 1973, Williams Brothers Construction has maintained their office and yard facilities in Peoria Heights, Illinois. In March, 2007, we completed and moved into our new 40,000 square foot corporate building at our current location of 1200 E. Kelly Avenue in Peoria Heights, IL. This beautiful three story brick building was designed and completed by our own forces. In addition to our corporate office in Peoria Heights, to WBCI also maintains a yard location for storage of equipment. A larger maintenance yard is located ten miles away where we employ three full-time mechanics to maintain our fleet of trucks, trailers, excavating equipment and lifts and lulls. This facility also stores our many common construction equipment and supplies like forms and small power tools.

Attachment: Williams Brothers Phase 3A Bid (2270 : Receive and File Bids for Phase 3A CSO Project)

Page 2

- ◆ We are pleased to attach a listing of our staff. In addition to their many years of construction experience, our project managers are educated with degrees in construction, civil engineering and architecture.
- ◆ Since our inception, the majority of our average annual volume of \$150,000,000 is construction or improvements to wastewater and water treatment facilities. We have attached a listing of water and wastewater treatment projects spanning over 30 years.

We are confident you will find WBCI has adequate resources for performance, the necessary experience, organization, technical qualifications, and facilities to satisfactorily complete your project.

We look forward to the opportunity to work with you. Should you have any further questions or need additional information, please contact me.

Sincerely,

WILLIAMS BROTHERS CONSTRUCTION INC.

By



David M. Williams, President

Enclosures

Attachment: Williams Brothers Phase 3A Bid (2270 : Receive and File Bids for Phase 3A CSO Project)

Williams Brothers Construction Inc.
List of Contractors Major Equipment

No of Item	Description of Equipment List Make, Model, Year and Size or Capacity Show: Serial Numbers, on Major Production Items	Year	Model	Size	Serial Number	Purchase Price
1	John Deere 333G	2019			1T0331GKAJF334324	67,000
2	John Deere 333G	2019			1T0331GKLF357413	67,000
3	John Deere 333G	2019			1T0331GKCKF262655	67,000
4	Putzmeister Concrete Pump Truck	2018	BSF 47Z	16 H	210605157	733,125
5	John Deere 700K	2017			1T0700KXHHF313624	176,500
6	John Deere 333G	2017			1T033GKLFH	68,908
7	John Deere 331G	2017			1T0331GKHHF	64,242
8	Trench Roller	2016			24344773	32,025
9	Trench Roller	2016			24344766	32,025
10	John Deere 300G	2016	300G		1FF300GXEFF730102	225,585
11	2017 Link Belt Crane	2017	RTC8065II		J9K75416	592,344
12	Telehandler	2017	TL1055C		OKDE00939	70,200
13	Telehandler	2017	TL1055C		OKDE00961	73,440
14	2015 Link Belt Crane	2015	RTC8065		J9K6-4887	599,389
15	John Deere 250 G Excavator	2015	250G		1FF250GXVEE609193	173,676
16	2016 Vermeer Skid Steer	2016	S800TX	48" Bucket	1VRB070A3G1002579	32,507
17	John Deere Mini Excavator	2015	85D		1FF085DXLDG017220	104,568
18	Scissor Lift 1930ES	2014	1930 ES			12,608
19	Scissor Lift 1930ES	2014	1930 ES			12,608
20	Scissor Lift 3630ES	2014	3630 ES			18,238
21	Cat Skid Loader	2013	289D		TAW00236	63,720
22	Cat Skid Loader	2013	289D		TAW00305	63,720
23	Linkbelt Rough Terrain Crane	2012	RTC8065II		J9K2-2860	552,973
24	John Deere Excavator	2011	JD 350G	48" btk	1FF350GXLBEB080819	278,850
25	John Deere Excavator	2011	JD 350G	72" bkt	1FF350GXABE0808133	287,070
26	Linkbelt Rough Terrain Crane	2011	RTC8065II	40 Ton	SN J9K09-2050	526,556
27	Caterpillar Skid Steer	2010	297C		MBT01494	56,160
28	Takeuchi Track Loader	2008	TL140R	76" bkt	21405754	46,455
29	Takeuchi Track Loader	2009	TL240		224400022	46,970
30	John Deere Excavator	2008	350D	66" bkt	350DX806600	265,443
31	John Deere Dozer	2009	750J		TO750JX161212	214,500
32	John Deere Dozer	2009	240D	36" bkt	FF240DX605740	200,557
33	Reversible Vibratory Plate	2008	WACDPU6055			13,389
34	Link Belt Crane	2008	806511		J9J8-0186	475,092
35	Takeuchi Track Loader	2008	TL140CR	76" bkt	21405754	42,165
36	Caterpillar Excavator	2008	330DL ARO		MWP02553	272,842
37	Skytrack Forklift	2008	10054	56' Boom	160035418	104,534
38	Skytrack Forklift	2008	10054	56' Boom	160035504	104,534
39	Reversible Vibratory Plate	2008	WACDPU6055		1894471	13,040
40	Reversible Vibratory Plate	2008	WACDPU6055		1894461	13,040
41	Case 450 Excavator	2008	450	48"	N8M483958	36,187
42	Takeuchi Track Loader	2008	TL140CR	76" bkt	21405878	46,455
43	JLG Telescoping Boom	2008	800S	80'	300129839	127,032
44	JLG Telescoping Boom	2008	40H	40'	300041683	12,383
45	Caterpillar Backhoe	2007	430		DDT00299	96,120
46	Takeuchi Excavator	2007	TB135			47,002
47	Takeuchi Track Loader	2007	TL140CR		21404484	43,339
48	Takeuchi Track Loader	2007	TL140CR		21404485	43,339
49	Putzmeister Concrete Pump	2002	32Z 16H	33 Ton	2K189C33M021547	402,687
50	Putzmeister Concrete Pump	2005	32Z 16H		2M3K189C33M021547	465,906
51	Grove Crane	2004	RT 760E		223991	359,212
52	JLG	2006	10054	48"	160015693	96,187
53	Skyjack Scissor Lift	2006	0168R515		3226	13,770
54	Skyjack Scissor Lift	2006	0168R515		3226	13,770
55	Power Buggy	2006	PB16		21344	7,578
56	Power Buggy	2006	PB16		21340	7,578
57	Allmand Concrete Breaker	2006	650		0014EZ65005	14,656
58	Power Buggy	2006	PB16		19902	7,578
59	Power Buggy	2006	PB16		19906	7,578
60	Sullair Air Compressor	2006	185DPQ-Cat		200607060090	10,681
61	Sullair Air Compressor	2006	185DPQ-Cat		200607060098	10,681
62	Skyjack Scissor Lift	2006	3226		377300	14,202
63	Skyjack Scissor Lift	2006	3226		377303	14,202
64	Ranger Trailer	2006	175VS	80 lbs	RNG6V11K405	21,171

Attachment: Williams Brothers Phase 3A Bid (2270 : Receive and File Bids for Phase 3A CSO Project)

P E R S O N N E L

David M. Williams, President
35 years construction experience
Bachelor of Science, Building Const.
Bradley University

Joseph P. Williams, Vice President
32 years construction experience
Bachelor of Science, Building Const.
Bachelor of Science, Business
Bradley University

Thomas E. Williams, Vice President
42 years construction experience
Bradley University

Jacqueline Smith, Secretary/Treasurer
22 years construction experience
Bachelor of Arts, Management
Bachelor of Arts, Accounting
University of Illinois

Joseph S. Heck, Vice President
33 years construction experience
Bachelor of Science, Building Const.
Bradley University

Daryl L. Negley, Estimator
39 years construction experience
Bachelor of Science, Building Const.
Bradley University

Phillip Heppard, Project Manager
37 years construction experience
Bachelor of Science, Architecture
University of Notre Dame

Theodore Nauman, Project Manager
37 years construction experience
Bachelor of Science, Civil Engineering
University of Missouri-Rolla
Illinois State University

Nicholas Verardo, Project Manager
12 year construction experience
Bachelor of Science, Constr Management
Western Illinois University

Jason Ackerman, Project Manager
9 year construction experience
Bachelor of Science, Construction
Bradley University

Edward G. Metzloff, Project Manager
17 year construction experience
Bachelor of Science, Bldg Construction
Bradley University

William T. Knapp, Project Manager
9 years construction experience
Bachelor of Science, Construction
Bradley University

Brett Kleist, Project Manager
17 year construction experience
Bachelor of Science, Bldg Construction
Bradley University

Michael Williams, Estimator
10 years construction experience
Bachelor of Science, Construction
Bradley University

P E R S O N N E L

Bill Rutledge, Project Manager
14 years construction experience
Bachelor of Science, Construction Management
Illinois State University

Tyler Gilmour, Project Manager
11 years construction experience
Bachelor of Science, Construction
Bradley University

Jake Williams, Project Manager
5 years construction experience
Bradley University

Mary Gauwitz, Receptionist
30 years construction experience

Lisa Munstedt, Accounting
6 years construction experience

Kurtus Knapp, Project Manager
6 year construction experience
Bachelor of Science, Construction
Bradley University

Misty Dietrich
14 years construction experience
Bachelor of Business Administration
Midstate College

Anthony Williams, Project Manager
4 years construction experience
Bachelor of Science, Construction
Bradley University

Christine Miller, Receptionist
22 years construction experience

Williams Brothers Construction Inc
Statement of Experience

WASTEWATER/WATER TREATMENT PLANTS

PROJECT NAME	CONTRACT DATE	CONTRACT AMOUNT
Danvers Sanitary Treatment Plant	1980	593,500
Colchester Waste Treatment Plant	1981	706,000
Princeton Waste Treatment Plant	1981	141,400
Earlville Sanitary Treatment Plant	1982	993,800
Pana Sanitary Treatment Plant	1983	3,117,642
Roodhouse Sanitary Treatment Plant	1984	1,693,950
Carrollton Sanitary Treatment Plant	1987	2,171,892
Pekin Waste Treatment Plant	1987	2,515,560
Virden East Lift Station	1987	306,225
Ladd Sanitary Treatment Plant	1988	1,534,883
North Utica Wastewater Treatment Plant	1988	1,060,672
Greater Peoria Sanitary	1988	812,379
Granville Waste Treatment Plant	1988	412,252
R.I. Sanitary Basins	1990	1,925,711
Taylorville Waste Treatment Plant	1993	2,544,084
Galesburg Sanitary	1994	481,957
Dixon C.C. - Waste Treatment Plant	1993	937,000
Pana Waste Treatment Plant	1995	1,568,000
Hoopeston Waste Treatment Plant	1996	1,749,369
Naperville Waste Treatment Plant	1997	2,355,000
Princeton Waste Treatment Plant	1998	5,321,000
Thomson W.W.T.P.	1999	5,244,000
Orchard Road Pump Station	2000	3,028,000
Coal City Wastewater Treatment Plant	2001	4,010,500
Rock River Biosolids Processing-Rockford, IL	2000	17,949,325
Galena Wastewater Treatment Plant	2001	10,220,000
Sandwich Wastewater Treatment Plant	2001	9,986,668
Wastewater Treatment Plant, Elwood, IL	2002	10,547,586
Joliet Wastewater Treatment Phase II, Joliet, IL	2003	10,695,000
Urbana-Champaign Water Plant Phase I, Urbana	2003	15,471,900
Urbana-Champaign Water Plant Phase II, Urbana	2003	21,565,000
City of Peru Treatment Plant, Contr II, Peru, IL	2004	5,878,000
Aux Sable Creek WWTP, Joliet, IL	2004	24,288,000

Attachment: Williams Brothers Phase 3A Bid (2270 : Receive and File Bids for Phase 3A CSO Project)

Williams Brothers Construction Inc
Statement of Experience

WASTEWATER/WATER TREATMENT PLANTS

PROJECT NAME	CONTRACT DATE	CONTRACT AMOUNT
2004 Wastewater Plant Improvements, Plano, IL	8/25/04	13,688,000
Arbeiter Road Pumping Station, Joliet, IL	4/4/05	3,269,290
McHenry Wastewater Treatment, McHenry, IL	6/13/05	4,526,795
Water System Improvements, Park Forest, IL	10/24/05	13,750,000
Booster Station Upgrades, City of Joliet, IL	6/13/05	1,084,000
Westside Wastewater Blower Upgrade, Joliet, IL	12/15/06	2,080,000
Romeoville Wastewater Treatment, Romeoville, IL	10/2/05	22,544,000
Wastewater Treatment Expansion, Hampshire, IL	5/17/06	8,929,000
Eastside Wastewater Digester, Joliet, IL	3/23/07	3,890,000
Wastewater Treatment Plant, Wilmington, IL	6/06/07	13,760,000
Lockport WWT Facility, Lockport, IL	9/18/07	12,140,000
Davis Junction WWTP, Davis Junction, IL	2/14/08	9,254,000
Water Reclamation Phase I, Bloomingdale, IL	5/22/07	10,372,000
Consolidated WWTP, City of Monmouth, IL	8/06/08	13,780,000
Lift Station Improvements, DeKalb Sanitary Dist.	10/21/09	1,828,000
Water Pollution Control, City of Muscatine, IA	10/16/08	15,780,000
Biosolids Rehabilitation, DeKalb Sanitary District	10/21/09	17,735,000
Urbana/Champaign Sanitary Dist Ph IIIB, Urbana, IL	10/15/09	31,768,550
WWTP Plant Relocation, Village of Itasca, IL	10/15/09	34,080,000
WWTP (STP #1) City of Pekin, Illinois	8/2/10	7,664,000
Braidwood WWTP, Braidwood, IL	12/21/10	12,442,000
Black Road Lift Station, Joliet, Illinois	7/28/11	2,670,000
Wastewater Treatment Plant Contract 1, Polo, IL	8/25/11	7,351,000
DeKalb Water System Improvement	4/01/00	5,738,000
Water Treatment Facilities, City of West Chicago	4/03/03	14,415,000
9D & 12D Water Treatment Plant, City of Joliet, IL	5/23/06	3,199,112
15D & 16 D Water Treatment Plant, City of Joliet, IL	10/23/06	3,278,000
New 8MGD Water Treatment Plant, City of Geneva, IL	5/23/06	21,732,000
Water Treatment Improvement, City of Rockford, IL	9/30/08	8,735,000
Decatur WWTP, Decatur Sanitary District	12/12/12	1,960,984
DuPage Pumping Station, Elmhurst, IL	11/25/08	16,970,000
Spring Creek WWTP, Springfield, IL	7/13/11	32,650,000
Village of Mt. Morris, WWTP	9/23/11	12,850,000
East Sewage Treatment, City of Crest Hill, IL	06/04/12	19,030,000
WWTP Phase 1A Modifications, City of Kankakee, IL	10/04/12	14,130,000

Attachment: Williams Brothers Phase 3A Bid (2270 : Receive and File Bids for Phase 3A CSO Project)

Williams Brothers Construction Inc
Statement of Experience

WASTEWATER/WATER TREATMENT PLANTS

PROJECT NAME	CONTRACT DATE	CONTRACT AMOUNT
Wastewater Treatment Plant Improvements, Village of Mahomet, Illinois	8/10/11	12,867,000
WWTP (STP #1) Phase 2A, City of Pekin, IL	10/11/11	20,670,000
WWTP (STP #1) Phase 2B, City of Pekin, IL	2/15/12	14,850,000
WWTP Phase 1B Modifications, City of Kankakee	1/22/13	15,840,000
WWTP Phase 1C Modifications, City of Kankakee	3/24/14	16,230,000
Wood Dale WWTP, City of Wood Dale	11/12/13	20,340,000
Rantoul WWTP, Village of Rantoul	8/20/13	3,790,000
Marengo WWTP, City of Marengo	10/14/13	10,690,000
Bensenville WWTP Improvements, City of Bensenville	9/13/13	28,700,000
Moline North Slope WWTP	10/20/14	37,082,000
Frankfort Wells 13&14	7/16/14	4,095,000
Joliet East Side WWTP	10/28/14	11,270,000
Rock River Excess Flow Station	3/5/15	5,160,000
Chillicothe WWTP	2/2/16	2,720,000
Savanna WWTP	6/22/16	8,640,000
McHenry WWTP	12/09/15	31,180,000
Des Plaines River WRF	8/18/15	31,720,000
Salt Creek WWTP	9/16/16	6,870,000
Kankakee Aqua Water Treatment	11/1/16	10,934,000
Cedar Rapids Chlorine	2/23/16	5,190,000
Cedar Rapids Pump Station	4/24/16	5,950,000
Jacksonville New Water Treatment Plant	11/01/15	30,950,000
Frankfort Regional WWTP	04/10/17	26,160,000
Aux Sable Creek Basin and Westside WWTP	05/15/17	16,625,000

Attachment: Williams Brothers Phase 3A Bid (2270 : Receive and File Bids for Phase 3A CSO Project)

File Number

5028-533-2



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

WILLIAMS BROTHERS CONSTRUCTION INC., INCORPORATED IN DELAWARE AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON AUGUST 01, 1973, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.

In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 30TH
day of MARCH A.D. 2020 .

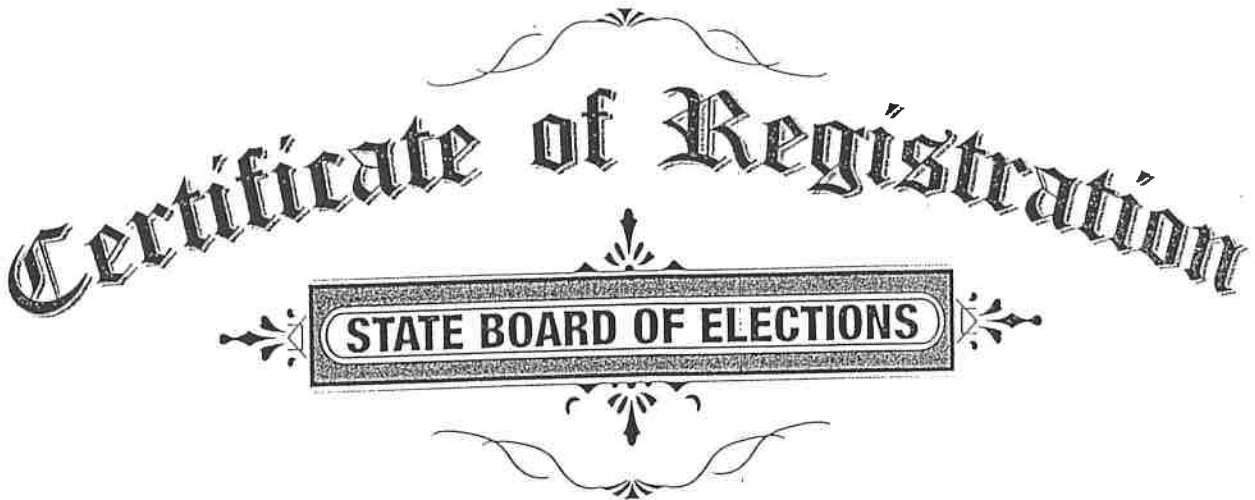


Jesse White

Authentication #: 2009002330 verifiable until 03/30/2021

Authenticate at: <http://www.cyberdriveillinois.com>

SECRETARY OF STATE



Registration No. 10015

Williams Brothers Construction Inc.

P.O. Box 1366

Peoria IL 61654

Information for this business last updated on:

Wednesday, December 6, 2017

Certificate produced on Wednesday, December 06, 2017 at 2:58 PM





Certificate of Registration

TERRE HAUTE OPERATING ENGINEERS

TERRE HAUTE, INDIANA

for the trade classifications of HEAVY DUTY MECHANIC, PLANT EQUIPMENT OPERATOR, UNIVERSAL EQUIPMENT OPERATOR, AND GRADE & HAULING EQUIPMENT OPERATOR

Issued in recognition of the above apprenticeship system, registered as part of the National

Apprenticeship Program, in accordance with the standards recommended by the

FEDERAL COMMITTEE ON APPRENTICESHIP

Date October 3, 1961

Registry No. V-13-90114

W. Wilson City
Secretary of Labor

Frank C. Murphy
National Bureau of Apprenticeship and Training

Attachment: Williams Brothers Phase 3A Bid (2270 : Receive and File Bids for Phase 3A CSO Project)

United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services

Bureau of Apprenticeship and Training

Certificate of Registration

Mid-Central Illinois Regional Council of Carpenters, Joint
Apprenticeship & Training Committee

Pekin, Illinois

For The Trades of Carpenter, Millwright, Floor Layer, Cabinetmaker & Carpenter Piledriver

Registered as part of the National Apprenticeship Program

in accordance with the basic standards of apprenticeship

established by the Secretary of Labor

February 14, 1946

Date Revised: December 18, 2007

IL006460002



Loi. Chao

Secretary of Labor

Anthony Surace

The United States Department of Labor



Bureau of Apprenticeship and Training Certificate of Registration

CHICAGO & NORTHEAST ILLINOIS DISTRICT COUNCIL OF CARPENTERS
ELK GROVE VILLAGE, ILLINOIS

FOR THE TRADES OF: CARPENTER - LATHER

*Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*

AUGUST 30, 1965

REVISED: MARCH 16, 1989

017-0557

Registration No.

Ann McLaughlin

Secretary of Labor

James D. Van Eiden

Director, Bureau of Apprenticeship and Training

Attachment: Williams Brothers Phase 3A Bid (2270 : Receive and File Bids for Phase 3A CSO Project)

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

Illinois Laborers & Contractors JATP

Mt. Sterling, Illinois

For the Trade — Construction Craft Laborer

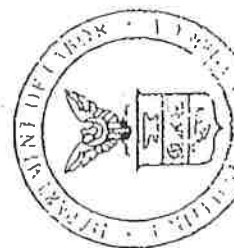
*Registered as part of the National Apprenticeship System
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*

February 3, 1997

Date Revised February 11, 2009

IL001-970001

Registration No.



Scott Chao
Secretary of Labor

William S. Williams
Administrator, Office of Apprenticeship

The United States Department of Labor



Bureau of Apprenticeship and Training Certificate of Registration

ILLINOIS LABORERS' AND CONTRACTOR'S TRAINING TRUST FUND
MOUNT STERLING, ILLINOIS

FOR THE TRADE OF CONSTRUCTION CRAFT LABORER
Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor

DATE FEBRUARY 3, 1997

Date

II.001 - 0012

Registration No.

Robert B. Dahl

Secretary of Labor

Anthony S. Swager

Director, Bureau of Apprenticeship and Training

United States Department of Labor



Bureau of Apprenticeship and Training

Certificate of Registration

Champaign/Urbana Plasterers & Cement Masons Local 143, Illinois

For the Trades of Cement Mason and Plasterer

*Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*

December 1, 1999
Date

1L006-0007 Revision
Registration No

Alfred M. Hanna
Secretary of Labor

Anthony Swartz
Director, Bureau of Apprenticeship and Training

United States Department of Labor



Bureau of Apprenticeship and Training Certificate of Registration

Bricklayers Local #8 of Illinois, Champaign Chapter J.A.T.C.
Champaign, Illinois

For the trades of Bricklayer, Tuckpointer and Tile Setter
Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor

March 23, 1998

Revision

IL006-0001

Registration No

Glenn M. Herman

Secretary of Labor

Anthony Swager

Director, Bureau of Apprenticeship and Training

The United States Department of Labor

Bureau of Apprenticeship and Training Certificate of Registration

CHAMPAIGN-URBANA IRONWORKERS LOCAL #380 JOINT APPRENTICESHIP COMMITTEE
CHAMPAIGN, ILLINOIS

FOR THE TRADE OF: STRUCTURAL STEEL WORKER (IRONWORKER)

*Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*

REGISTERED: SEPTEMBER 26, 1968

REVISED: JULY 24, 1989

Date

006-0004

Registration No.

Elizabeth Dale
Secretary of Labor

James D. Van Eiden
Director, Bureau of Apprenticeship and Training

United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services
Bureau of Apprenticeship and Training

Certificate of Registration

Operating Engineers Local #150

Plainfield, Illinois

For the Trade of Operating Engineer

Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor

November 5, 2002

Date

IL 008780173

Registration No.



Lois Chao
Secretary of Labor

Anthony Swartz
Administrator, Apprenticeship Training, Employer and Labor Services

Addendum #1**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

City of Pekin
111 S. Capitol Street
Pekin, IL 61554

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
#1	7/27/2020
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work. The mandatory site visit was conducted by the bidder on July 27, 2020.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and

Addendum #1

procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

4.02 (I) By submission of the bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to his own organization, that in connection with the bid:

- (i) The prices in the bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter

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relating to such prices with any other bidder or with any competitor;

- (ii) Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the bidder, prior to opening, directly or indirectly to any other bidder or to any competitor; and
- (iii) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

(II) Each person signing the bid shall certify that:

- (i) They are the person in the bidder's organization responsible within that organization for the decision as to the prices being bid and that they have not participated, and will not participate, in any action contrary to (I) (i) through (I)(iii) above; or
- (ii) They are not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid but that they have been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (I)(i) through (I)(iii) above, and as their agent shall so certify; and shall also certify that he has not participated, and will not participate, in any action contrary to (I)(i) through (I)(iii) above.

4.03 BIDDER certifies that wages paid in connection with the PROJECT shall be paid at prevailing rates not less than those prevailing under the Davis-Bacon Wage Act. Bidder further certifies that the provisions contained in the following clauses will be exercised in the performance of any contract resulting from this BID and are made a part of the CONTRACT DOCUMENTS thereto by their inclusion in the BID as follows:

1. Minimum wages.

- i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)1(ii) of this section) and the Davis-Bacon poster (WH-

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1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, www.wdol.gov.

- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2.) Payrolls and basic records.

- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A)

- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1.) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR Part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR Part 5, and that such information is correct and complete

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- (2.) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;
 - (3.) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of optional Form WH-347, available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site, shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
- (3.) Apprentices and trainees.
 - i) Apprentices. Apprentices will be permitted to work at less than predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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- ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
 - iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- (5.) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.
- (6.) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- (7.) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8.) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (9.) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors), the U.S. Department of Labor, or the employees or their representatives.

Addendum #1**(10.) Certification of eligibility.**

- i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Contract Provision for Contracts in Excess of \$100,000 - clauses (1) through (4) shall be inserted in full in any contract in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act.

Contract Work Hours and Safety Standards Act.

- (1.) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2.) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clauses set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3.) Withholding for unpaid wages and liquidated damages. The sub recipient, upon written request of the USEPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4.) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

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- (i) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the IEPA, USEPA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job

Addendum #1**ARTICLE 5 – BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following unit price bid:

BASE BID PHASE 3A Section 1:

Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
18" D.I.P. Sewer	LF	90	\$ 632.45	\$ 56,920.50
120" Steel Casing installation method as shown in Phase 3A Railroad Crossing Plans: "Plans for Proposed Front Street Grade Crossing" and specifications	LF	219	\$ 5,408.49	\$ 1,184,459.31
Fayette Street Junction Structure, Complete (32)	LS	1	\$ 243,764.30	\$ 243,764.30
Fayette Street Overflow Structure, Complete (35)	LS	1	\$ 376,567.68	\$ 376,567.68
Fayette Street Conflict Structure, Complete (39)	LS	1	\$ 226,319.80	\$ 226,319.80
Demolition of Existing Fayette St. Overflow Structure and 15" and 60" Sewer connections (36)	LS	1	\$ 62,550.00	\$ 62,550.00
Outfall Siphon under the 72" Sewer, Complete (37)	LS	1	\$ 410,427.68	\$ 410,427.68
Fayette Street Headwall and check valve, Complete (38)	LS	1	\$ 131,574.62	\$ 131,574.62
Pavement Removal	LF	842	\$ 36.14	\$ 30,429.88
Seeding, fertilizing and Mulching	LS	1	\$ 13,900.00	\$ 13,900.00
Clearing and Grubbing	LS	1	\$ 6,950.00	\$ 6,950.00
Misc. incidental demolition and clearing	LS	1	\$ 69,500.00	\$ 69,500.00
RR liability insurance 3A	LS	1	\$ 9,730.00	\$ 9,730.00
Traffic Control	LS	1	\$ 33,360.00	\$ 33,360.00
Trench Dewatering complete	LS	1	\$ 20,850.00	\$ 20,850.00
Fiber Optic Cable and Conduit	LF	1012	\$ 55.63	\$ 56,295.33
Warning Tape	LF	962	\$ 3.48	\$ 3,342.95
Electrical and Controls Complete	LS	1	\$ 78,541.95	\$ 78,541.95
CA-7 Aggregate Allowance for Field over-excavation needs	CY	200	\$ 97.30	\$ 19,460.00
Total Base Bid Phase 3A Section 1				\$ 3,034,944.00

Attachment: Leander Pekin Phase 3A Bid (2270 : Receive and File Bids for Phase 3A CSO Project)

Addendum #1

BASE BID PHASE 3A Section 2:

Phase 3A Railroad Crossing Plans: "Plans for Proposed Front Street Grade Crossing" and specifications
 "Specifications for the Construction of the Front Street Grade Crossing and Rail Improvements"

Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
MOBILIZATION	LS	1	\$ 21,600.00	\$ 21,600.00
CONSTRUCTION LAYOUT	LS	1	\$ 8,100.00	\$ 8,100.00
TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	LS	1	\$ 5,400.00	\$ 5,400.00
TREE PRUNING	EA	10	\$ 864.00	\$ 8,640.00
FENCE AND GATE REMOVAL AND REINSTALLATION	LS	1	\$ 8,640.00	\$ 8,640.00
TEMPORARY CHAIN LINK FENCE	FT	160	\$ 21.60	\$ 3,456.00
RAILROAD TIES TO BE REMOVED	FT	<u>7140</u>	\$ 4.32	\$ 30,844.80
RAILROAD CROSSING REMOVAL	FT	<u>171</u>	\$ 86.40	\$ 14,774.40
BORROW EXCAVATION	CY	110	\$ 54.00	\$ 5,940.00
AGGREGATE SURFACE COURSE, CA-6	TON	180	\$ 37.80	\$ 6,804.00
BALLAST, <u>TYPE 4</u>	TON	<u>2550</u>	\$ 37.80	\$ 96,390.00
RAILROAD TIES, <u>WOOD, 8'-6"</u>	EA	<u>745</u>	\$ 156.60	\$ 116,667.00
TRACK WORK	FT	6090	\$ 1.62	\$ 9,865.80
CROSSING PANELS, TANGENT	FT	120	\$ 1,215.00	\$ 145,800.00
CROSSING PANELS, ARC	FT	112.5	\$ 1,215.00	\$ 136,687.50
SANITARY MANHOLES TO BE ADJUSTED	EA	1	\$ 4,860.00	\$ 4,860.00
CULVERT, RCP, CLASS, IV, 12"	FT	50	\$ 108.00	\$ 5,400.00
SIGN PANEL - TYPE 1	SF	18	\$ 108.00	\$ 1,944.00
WOOD SIGN SUPPORT	FT	12	\$ 108.00	\$ 1,296.00
RAILROAD PROTECTIVE LIABILITY INSURANCE	LS	1	\$ 4,860.00	\$ 4,860.00
ALLOWANCE: RAILROAD FLAGGER	DAY	30	\$ 1,620.00	\$ 48,600.00
ELECTRIC SLIDE GATE OPERATOR	LS	1	\$ 54,000.00	\$ 54,000.00
<u>BALLAST, TYPE 5</u>	<u>Ton</u>	<u>340</u>	\$ 37.80	\$ 12,852.00
<u>RAILROAD TIES, WOOD, 10'-0"</u>	<u>Each</u>	<u>75</u>	\$ 183.60	\$ 13,770.00
<u>RAILROAD TIES, WOOD, 14'-0"</u>	<u>EA</u>	<u>4</u>	\$ 216.00	\$ 864.50
Total Base Bid Phase 3A Section 2				\$ 768,056.00

Attachment: Leander Pekin Phase 3A Bid (2270 : Receive and File Bids for Phase 3A CSO Project)

Addendum #1**PHASE 3A ALTERNATES:****ALTERNATE 3A-1:**

Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
96" Interceptor - C301 Pipe and fittings	LF	664	\$ 2,681.66	\$ 1,780,618.92
72" Interceptor - C301 Pipe and fittings	LF	24	\$ 3,285.00	\$ 78,840.00
C301 Tee Manhole on 96" CSO Sewer	EA	2	\$ 93,075.00	\$ 186,150.00
Total Alternate 3A-1				\$ 2,045,608.92

ALTERNATE 3A-2:

Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
96" Interceptor - FRP Pipe and fittings	LF	664	\$ 2,024.66	\$ 1,344,370.92
72" Interceptor - FRP Pipe and fittings	LF	24	\$ 1,323.86	\$ 31,772.52
Hobas Tee Manhole on 96" CSO Sewer	EA	2	\$ 43,800.00	\$ 87,600.00
Total Alternate 3A-2				\$ 1,463,743.44

ALTERNATE 3A-3:

Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
60" Interceptor - C301 Pipe and fittings	LF	184	\$ 2,748.45	\$ 505,714.80
Total Alternate 3A-3				\$ 505,714.80

ALTERNATE 3A-4:

Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
60" Interceptor - FRP Pipe and fittings	LF	184	\$ 1,445.40	\$ 265,953.60
Total Alternate 3A-4				\$ 265,953.60

ALTERNATE 3A-5:

Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
60" Interceptor - D.I.P. and fittings	LF	184	\$ 2,146.20	\$ 394,900.80
Total Alternate 3A-5				\$ 394,900.80

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

TOTAL BASE BID PRICE	\$ 3,803,000.00
Phase 3A Low Alternate	\$ 1,729,697.04
Total of Base Bid PLUS Phase 3A Low Alternate	\$ 5,532,697.04

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The Bidder shall provide a list of Subcontractors for the various portions of work as follows:

Subcontract or Equipment Specification Section	General Description	Subcontractor, as applicable
Site Civil	general site work, excavation, earthwork, seeding, etc.	BEB Excavating/LCI
Concrete	cast-in-place concrete construction	LCI
Electrical	electric power distribution, lighting, control wiring and conduits	Quick Electric
Site Piping	exterior related piping, installation and testing	Tobin Brothers Mechanical
Railroad	Related Phase 3A Section 2	Railworks Track Services

Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

The bid award shall be made to the low, responsive, responsible BIDDER on the basis of the Total Base Bid and lowest Total Alternate. The BIDDER shall submit a complete bid inclusive of all alternates.

Bidder understands that the Owner reserves the right to reject any or all bids, to waive any informalities in the bidding, to award any combination of alternate bids as specified in the Article 19.06 of the Instructions to Bidders.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 10 days and deliver Surety Bonds as required by Instructions to Bidders.

The bid security attached in the sum of

(\$ 5%) is to

become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Neither the undersigned company nor any of its officers or employees have been barred from bidding on this contract as a result of being convicted of bid rigging or bid rotation.

All specified cash allowances are included in the price(s) set forth above and have been computed in accordance with Paragraph 11.02 of the General Conditions.

Addendum #1**ARTICLE 6 – MAJOR ITEMS OF EQUIPMENT AND ON-SITE FIELD VERIFICATION**

(Failure to complete this section shall be considered sufficient cause for rejection of the Bid.)

It is hereby expressly agreed that the Contractor Proposes to furnish and install in full compliance with the Plans and Contract Documents, the major items of equipment, as manufactured or supplied by the following listed manufacturers or suppliers. Each Bidder must list one manufacturer for the major equipment proposed to be furnished and installed in the work. The equipment listed will be subject to the requirements of Specification SECTION 461000 – GENERAL REQUIREMENTS, Item 1.3.B. and Item 1.3.D. The Contractor must provide complete equipment submittals in accordance with SECTION 461000 – GENERAL REQUIREMENTS and SECTION 0133000 – SUBMITTALS for review by the OWNER and ENGINEER for determination of compliance with the Plans and Specifications.

A. MAJOR ITEMS OF EQUIPMENT

Item No.	Specification Section	Equipment Description	Manufacturer or Supplier
1.	461105	Electric Valve Activators	Rodney Hunt
2.	461150	Weir Gate	Rodney Hunt
3.	461176	UltraSonic Level Sensors	Automatic Systems
4.	Specified on the Plans	SCADA Control Panels	Automatic Systems

B. ON-SITE FIELD VERIFICATION

The Bidder herewith certifies to have conducted an on-site inspection of the entire pipe alignment and construction area to verify existing on-site field conditions and constructability, operations and shoring requirements.

Jaime Carlson -General Superintendent

07/27/2020

Verification Name/Title by Bidder

Date(s) Inspection Conducted

ARTICLE 7 – TIME OF COMPLETION

- 7.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 7.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 8 – ATTACHMENTS TO THIS BID

- 8.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security in the form of a 5% Bid Bond;
- B. Forms per Article 15 – Submittal of Bid, Section 15.01 of the Instructions to Bidders, EJCDC C-200

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- C. Bidding Contractor shall provide written acknowledgement that they will self-perform a minimum of twenty five percent (25%) of all labor (manhours) on this project;
- D. Evidence of authority to do business in the State of Illinois; Contractor shall submit a Certificate of Good Standing from the Illinois Secretary of State website. <http://www.ilsos.gov/corporatellc/>;
- E. Required Bidder Qualification Statement with supporting data;
- F. Written acknowledgment of Illinois Compiled Statutes, 1992, ACT 570 Employment of Illinois Workers on Public Works Act;
- G. Written acknowledgement of Illinois Public Act 93-0642, which amends the Illinois Procurement Code;
- H. The failure to include any listed attachments with a bid proposal is sufficient cause for bid rejection. The omission of any listed attachment will require, at the least, more intense evaluation of the bid. Bidders shall review all hard copy submissions to assure that all listed attachments are included.

ARTICLE 9 – DEFINED TERMS

- 9.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

Addendum #1**ARTICLE 10 – BID SUBMITTAL**

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

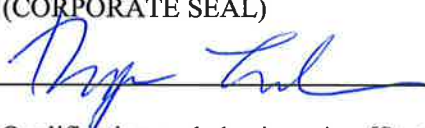
Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A CorporationCorporation Name: Leander Construction, Inc. (SEAL)State of Incorporation: Illinois
Type (General Business, Professional, Service, Limited Liability): General BusinessBy: _____
(Signature -- attach evidence of authority to sign)Name (typed or printed): Todd LeanderTitle: President
(CORPORATE SEAL)Attest Date of Qualification to do business in [State where Project is located] is 03 / 08 / 1991.

Addendum #1A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 24472 N. County Hwy. 6, Canton, IL 61520Phone No. 309-647-7400 Fax No. 309-647-7401E-mail todd@leanderconstructioninc.comSUBMITTED on August 4, 2020.State Contractor License No. N/A.



Commercial • Industrial • Municipal
Educational • Metal Buildings

Acknowledgments

City of Pekin
111 S. Capitol Street
Pekin, IL 61554

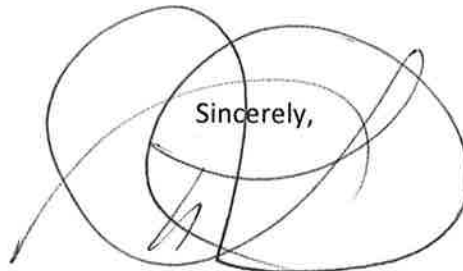
RE: Pekin CSO Long Term
Control Plan Improvement
Phase 3A

To whom it may concern,

The acknowledgements below are to satisfy the requirements laid out in Article 8 of the EJCDC C-410 Bid Form.

- Leander Construction, Inc. anticipates being able to self-perform a minimum of twenty five percent (25%) of all labor (manhours) on this project.
- Leander Construction, Inc. will provide any and all required Bidder Qualification Information upon request of the Owner within a period of 5 calendar days of request.
- Leander Construction, Inc. acknowledges the Illinois Compiled Statutes, 1992, ACT 570 Employment of Illinois Workers on Public Works Act
- Leander Construction, Inc. acknowledges the Illinois Public Act 93-0642, which amends the Illinois Procurement Code

Sincerely,



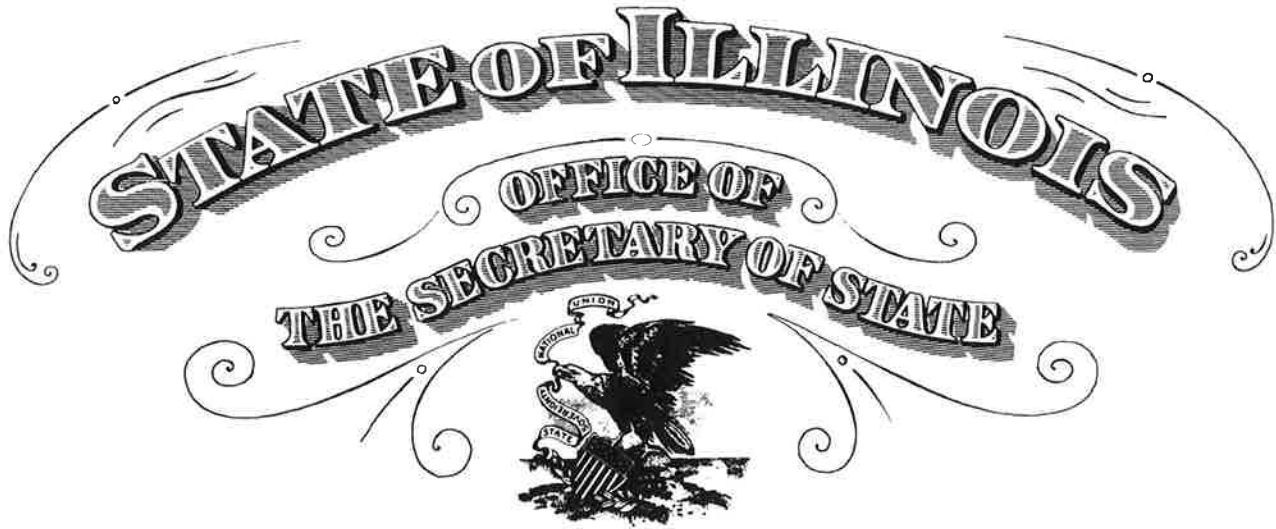
Todd Leander
President

LEANDER CONSTRUCTION, INC.

24472 N. County Highway 6 • Canton, IL 61520 • Office: 309.647.7400 • Fax: 309.647.7401

Attachment: Leander Pekin Phase 3A Bid (2270 : Receive and File Bids for Phase 3A CSO Project)

File Number 5630-871-7



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

LEANDER CONSTRUCTION, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON MARCH 08, 1991, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



Authentication #: 1113201864

Authenticate at: <http://www.cyberdriveillinois.com>

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 12TH day of MAY A.D. 2011 .

Jesse White

SECRETARY OF STATE

Attachment: Leander Pekin Phase 3A Bid (2270 : Receive and File Bids for Phase 3A CSO Project)

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Leander Construction Inc.
24472 N County Highway 6
Canton, IL 61520

SURETY (Name and Address of Principal Place of Business):

Old Republic Surety Company
PO Box 1635
Milwaukee, WI 53201

OWNER (Name and Address):

City of Pekin
111 S. Capital Street
Pekin, IL 61554

BID

Bid Due Date: 08/04/2020

Description (Project Name and Include Location): Construct 96" Interceptor Pipe from WWTP to Fayette St. Junction Structure. This includes removing, trenching under and replacing railroad tracks at the Front Street Rail Crossing. Demolition of Existing Overflow structure (concrete) and and construct new outfall Structure and Siphon structure (concrete). Along Front Street to Fayette St. Pekin, IL

BOND

Bond Number:

Date (Not earlier than Bid due date): 08/04/2020

Penal sum Five Percent of Amount Bid \$ _____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Leander Construction Inc.

Bidder's Name and Corporate Seal

By:

Signature

Todd Leander

Print Name

President

Title

Attest:

Signature

Corporate Secretary

Title

SURETY

Old Republic Surety Company

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Blake E Allison

Print Name

Attorney-in-Fact

Title

Attest:

Signature

Customer Service Representative

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

12. IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

State of Illinois
 } ss:
 County of Macon

On 4th day of August, 2020 before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared **Blake E Allison**

known to me to be Attorney-in-Fact of **Old Republic Surety Company**
 the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

Catherine L Ater
 (Notary Public)



Attachment: Leander Pekin Phase 3A Bid (2270 : Receive and File Bids for Phase 3A CSO Project)



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: KEVIN J. BREHENY, RANDY S. CANNADY, TIM R. PATTON, DANIEL A. MARTINI, BLAKE E. ALLISON, RANDY TAYLOR, JAMES MORGASON, ASHLYN KAEB of FORSYTH, IL

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and negotiable promissory notes, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED FIFTY MILLION (\$50,000,000) FOR ANY SINGLE OBLIGATION

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney, and certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and said signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 5th day of May, 2020

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 5th day of May, 2020, personally came before me, Alan Pavlic, Notary Public, State of Wisconsin, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-1871



Signed and sealed at the City of Brookfield, WI this 4th day of August, 2020

Karen J. Haffner
Assistant Secretary



REQUEST FOR COUNCIL ACTION

Agenda Date: August 10, 2020
To: Council Members
From: Josie Esker, Assistant City Engineer

AGENDA ITEM: Resolution No. 152-20/21 Award Phase IIIA CSO Project to Leander Construction

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: This item is to award the Phase 3A Combined Sewer Overflow (CSO) Project to Leander Construction. This project is part of the City's Long Term Control Plan (LTCP), which is required by a settlement agreement that the City made with the IEPA. After years of negotiations, the City has finally come to an agreement with the railroad and obtained all necessary easements to complete this project. A portion of this project also runs below Front Street, and that portion needs to be completed soon in order to finish the road reconstruction.

Recently, the City bid out the Phase 3 portion of this project and received only one bidder, and the bid was much higher than expected. The bid was rejected, and the City split the project into 3 smaller pieces. This project is the first of those three pieces and will complete all work below Front & Fayette Street so that the road project can be completed. The City received two bids for this project. The low bid for 3A was still over the engineer's estimate; however, the closeness of the two bids provides a basis to determine that they reflect current regional market conditions. Also, the low bid is \$1.9 million lower than the bid received in June for this same section of work. It is staff's recommendation to award the bid.

FINANCIAL IMPACT:

Requested Amount: \$5,532,707.02
 Line Item: 231-000-150700
 Budgeted Amount: \$6,300,000.00
 Remaining Funds: \$6,300,000.00

Note that this project was originally planned to be funded via IEPA loan. However, the deadline for the IEPA loan passed right after the Council rejected the previous bids for this project. This project will be funded initially with reserve sewer funds until a loan can be finalized to pay for this project.

IMPACT IF APPROVED: The project will be awarded to Leander Construction.

IMPACT IF DENIED: The CSO project will not be awarded, and the Front Street project will be delayed.

ALTERNATIVES: N/A

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

5 Year CIP. The Five-Year Capital Improvement Plan reflects all current and future capital improvement needs of the City of Pekin. The Plan is designed to be updated annually by staff and submitted to the Council for review and approval prior to the annual budget process.

Enhance Code Enforcement Services. The Council understands the importance of a strong Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.

Business Friendly Community. The Council strives to bring new businesses to Pekin while helping to maintain and expand all existing businesses. It is therefore essential to work cooperatively to make Pekin a "Business-Friendly" Community.

Efficient and Effective Municipal Operations. A fundamental responsibility of elected officials, City Staff and Employees is the exercise of good stewardship over public funds. Therefore, it is important that municipal services be delivered with maximum efficiency and effectiveness.

Employee Residency. It is the goal of the Council to develop a policy that encourages more full-time non-union employees who participate in a City funded pension program to reside within the city limits of Pekin.

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

8/7/2020

Date:

WHEREAS, the City solicited bids for the Phase 3A CSO project; and

WHEREAS, a public bid opening was held on August 4, 2020, at which time the City opened and received two bids for the project; and

WHEREAS, after the opening of all bids, Leander Construction was found to be the lowest bidder; and

WHEREAS, the City Council of the City of Pekin finds that the bid from Leander Construction attached hereto as Exhibit A, is reasonable and responsible;

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

Section 1. The findings and recitations set forth above are adopted and found to be true and correct.

Section 2. The proposal submitted by Leander Construction attached hereto as Exhibit A, is approved and accepted. The Mayor and/or the City Manager is authorized and directed to enter into a Contract, as presented in Exhibit B, with Leander Construction with such revisions and modifications as the Mayor and/or City Manager deem necessary and appropriate.

Section 3. The City Clerk is directed to attest to the execution of the Contract as negotiated and approved by the Mayor and/or City Manager.

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of _____, 20_____.

MAYOR

ATTEST:

CITY CLERK

Addendum #1**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

City of Pekin
111 S. Capitol Street
Pekin, IL 61554

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
#1	7/27/2020
_____	_____
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work. The mandatory site visit was conducted by the bidder on July 27, 2020.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and

Addendum #1

procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

4.02 (I) By submission of the bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to his own organization, that in connection with the bid:

- (i) The prices in the bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter

Addendum #1

relating to such prices with any other bidder or with any competitor;

- (ii) Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the bidder, prior to opening, directly or indirectly to any other bidder or to any competitor; and
- (iii) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

(II) Each person signing the bid shall certify that:

- (i) They are the person in the bidder's organization responsible within that organization for the decision as to the prices being bid and that they have not participated, and will not participate, in any action contrary to (I) (i) through (I)(iii) above; or
- (ii) They are not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid but that they have been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (I)(i) through (I)(iii) above, and as their agent shall so certify; and shall also certify that he has not participated, and will not participate, in any action contrary to (I)(i) through (I)(iii) above.

4.03 BIDDER certifies that wages paid in connection with the PROJECT shall be paid at prevailing rates not less than those prevailing under the Davis-Bacon Wage Act. Bidder further certifies that the provisions contained in the following clauses will be exercised in the performance of any contract resulting from this BID and are made a part of the CONTRACT DOCUMENTS thereto by their inclusion in the BID as follows:

1. Minimum wages.

- i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)1(ii) of this section) and the Davis-Bacon poster (WH-

Addendum #1

1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, www.wdol.gov.

- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
 - (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (2.) Payrolls and basic records.
- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
 - (ii)(A)
- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1.) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR Part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR Part 5, and that such information is correct and complete

Addendum #1

- (2.) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;
 - (3.) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of optional Form WH-347, available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site, shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
- (3.) Apprentices and trainees.
 - i) Apprentices. Apprentices will be permitted to work at less than predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

Addendum #1

- ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
 - iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- (5.) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.
 - (6.) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
 - (7.) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
 - (8.) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
 - (9.) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors), the U.S. Department of Labor, or the employees or their representatives.

Addendum #1**(10.) Certification of eligibility.**

- i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Contract Provision for Contracts in Excess of \$100,000 - clauses (1) through (4) shall be inserted in full in any contract in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act.

Contract Work Hours and Safety Standards Act.

- (1.) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2.) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clauses set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3.) Withholding for unpaid wages and liquidated damages. The sub recipient, upon written request of the USEPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4.) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

Addendum #1

- (i) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the IEPA, USEPA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job

Addendum #1**ARTICLE 5 – BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following unit price bid:

BASE BID PHASE 3A Section 1:

Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
18" D.I.P. Sewer	LF	90	\$ 632.45	\$ 56,920.50
120" Steel Casing installation method as shown in Phase 3A Railroad Crossing Plans: "Plans for Proposed Front Street Grade Crossing" and specifications	LF	219	\$ 5,408.49	\$ 1,184,459.31
Fayette Street Junction Structure, Complete (32)	LS	1	\$ 243,764.30	\$ 243,764.30
Fayette Street Overflow Structure, Complete (35)	LS	1	\$ 376,567.68	\$ 376,567.68
Fayette Street Conflict Structure, Complete (39)	LS	1	\$ 226,319.80	\$ 226,319.80
Demolition of Existing Fayette St. Overflow Structure and 15" and 60" Sewer connections (36)	LS	1	\$ 62,550.00	\$ 62,550.00
Outfall Siphon under the 72" Sewer, Complete (37)	LS	1	\$ 410,427.68	\$ 410,427.68
Fayette Street Headwall and check valve, Complete (38)	LS	1	\$ 131,574.62	\$ 131,574.62
Pavement Removal	LF	842	\$ 36.14	\$ 30,429.88
Seeding, fertilizing and Mulching	LS	1	\$ 13,900.00	\$ 13,900.00
Clearing and Grubbing	LS	1	\$ 6,950.00	\$ 6,950.00
Misc. incidental demolition and clearing	LS	1	\$ 69,500.00	\$ 69,500.00
RR liability insurance 3A	LS	1	\$ 9,730.00	\$ 9,730.00
Traffic Control	LS	1	\$ 33,360.00	\$ 33,360.00
Trench Dewatering complete	LS	1	\$ 20,850.00	\$ 20,850.00
Fiber Optic Cable and Conduit	LF	1012	\$ 55.63	\$ 56,295.33
Warning Tape	LF	962	\$ 3.48	\$ 3,342.95
Electrical and Controls Complete	LS	1	\$ 78,541.95	\$ 78,541.95
CA-7 Aggregate Allowance for Field over-excavation needs	CY	200	\$ 97.30	\$ 19,460.00
Total Base Bid Phase 3A Section 1				\$ 3,034,944.00

Addendum #1

BASE BID PHASE 3A Section 2:

Phase 3A Railroad Crossing Plans: "Plans for Proposed Front Street Grade Crossing" and specifications
 "Specifications for the Construction of the Front Street Grade Crossing and Rail Improvements"

Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
MOBILIZATION	LS	1	\$ 21,600.00	\$ 21,600.00
CONSTRUCTION LAYOUT	LS	1	\$ 8,100.00	\$ 8,100.00
TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	LS	1	\$ 5,400.00	\$ 5,400.00
TREE PRUNING	EA	10	\$ 864.00	\$ 8,640.00
FENCE AND GATE REMOVAL AND REINSTALLATION	LS	1	\$ 8,640.00	\$ 8,640.00
TEMPORARY CHAIN LINK FENCE	FT	160	\$ 21.60	\$ 3,456.00
RAILROAD TIES TO BE REMOVED	FT	7140	\$ 4.32	\$ 30,844.80
RAILROAD CROSSING REMOVAL	FT	171	\$ 86.40	\$ 14,774.40
BORROW EXCAVATION	CY	110	\$ 54.00	\$ 5,940.00
AGGREGATE SURFACE COURSE, CA-6	TON	180	\$ 37.80	\$ 6,804.00
BALLAST, TYPE 4	TON	2550	\$ 37.80	\$ 96,390.00
RAILROAD TIES, WOOD, 8'-6"	EA	745	\$ 156.60	\$ 116,667.00
TRACK WORK	FT	6090	\$ 1.62	\$ 9,865.80
CROSSING PANELS, TANGENT	FT	120	\$ 1,215.00	\$ 145,800.00
CROSSING PANELS, ARC	FT	112.5	\$ 1,215.00	\$ 136,687.50
SANITARY MANHOLES TO BE ADJUSTED	EA	1	\$ 4,860.00	\$ 4,860.00
CULVERT, RCP, CLASS, IV, 12"	FT	50	\$ 108.00	\$ 5,400.00
SIGN PANEL - TYPE 1	SF	18	\$ 108.00	\$ 1,944.00
WOOD SIGN SUPPORT	FT	12	\$ 108.00	\$ 1,296.00
RAILROAD PROTECTIVE LIABILITY INSURANCE	LS	1	\$ 4,860.00	\$ 4,860.00
ALLOWANCE: RAILROAD FLAGGER	DAY	30	\$ 1,620.00	\$ 48,600.00
ELECTRIC SLIDE GATE OPERATOR	LS	1	\$ 54,000.00	\$ 54,000.00
BALLAST, TYPE 5	Ton	340	\$ 37.80	\$ 12,852.00
RAILROAD TIES, WOOD, 10'-0"	Each	75	\$ 183.60	\$ 13,770.00
RAILROAD TIES, WOOD, 14'-0"	EA	4	\$ 216.00	\$ 864.50
Total Base Bid Phase 3A Section 2				\$ 768,056.00

Addendum #1**PHASE 3A ALTERNATES:****ALTERNATE 3A-1:**

Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
96" Interceptor - C301 Pipe and fittings	LF	664	\$ 2,681.66	\$ 1,780,618.92
72" Interceptor - C301 Pipe and fittings	LF	24	\$ 3,285.00	\$ 78,840.00
C301 Tee Manhole on 96" CSO Sewer	EA	2	\$ 93,075.00	\$ 186,150.00
Total Alternate 3A-1				\$ 2,045,608.92

ALTERNATE 3A-2:

Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
96" Interceptor - FRP Pipe and fittings	LF	664	\$ 2,024.66	\$ 1,344,370.92
72" Interceptor - FRP Pipe and fittings	LF	24	\$ 1,323.86	\$ 31,772.52
Hobas Tee Manhole on 96" CSO Sewer	EA	2	\$ 43,800.00	\$ 87,600.00
Total Alternate 3A-2				\$ 1,463,743.44

ALTERNATE 3A-3:

Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
60" Interceptor - C301 Pipe and fittings	LF	184	\$ 2,748.45	\$ 505,714.80
Total Alternate 3A-3				\$ 505,714.80

ALTERNATE 3A-4:

Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
60" Interceptor - FRP Pipe and fittings	LF	184	\$ 1,445.40	\$ 265,953.60
Total Alternate 3A-4				\$ 265,953.60

ALTERNATE 3A-5:

Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
60" Interceptor - D.I.P. and fittings	LF	184	\$ 2,146.20	\$ 394,900.80
Total Alternate 3A-5				\$ 394,900.80

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

TOTAL BASE BID PRICE	\$ 3,803,000.00
	1,729,697.04
Phase 3A Low Alternate	\$
Total of Base Bid PLUS Phase 3A Low Alternate	\$ 5,532,697.04

Addendum #1

The Bidder shall provide a list of Subcontractors for the various portions of work as follows:

Subcontract or Equipment Specification Section	General Description	Subcontractor, as applicable
Site Civil	general site work, excavation, earthwork, seeding, etc.	BEB Excavating/LCI
Concrete	cast-in-place concrete construction	LCI
Electrical	electric power distribution, lighting, control wiring and conduits	Quick Electric
Site Piping	exterior related piping, installation and testing	Tobin Brothers Mechanical
Railroad	Related Phase 3A Section 2	Railworks Track Services

Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

The bid award shall be made to the low, responsive, responsible BIDDER on the basis of the Total Base Bid and lowest Total Alternate. The BIDDER shall submit a complete bid inclusive of all alternates.

Bidder understands that the Owner reserves the right to reject any or all bids, to waive any informalities in the bidding, to award any combination of alternate bids as specified in the Article 19.06 of the Instructions to Bidders.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 10 days and deliver Surety Bonds as required by Instructions to Bidders.

The bid security attached in the sum of _____ (\$ 5%) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Neither the undersigned company nor any of its officers or employees have been barred from bidding on this contract as a result of being convicted of bid rigging or bid rotation.

All specified cash allowances are included in the price(s) set forth above and have been computed in accordance with Paragraph 11.02 of the General Conditions.

Addendum #1**ARTICLE 6 – MAJOR ITEMS OF EQUIPMENT AND ON-SITE FIELD VERIFICATION**

(Failure to complete this section shall be considered sufficient cause for rejection of the Bid.)

It is hereby expressly agreed that the Contractor Proposes to furnish and install in full compliance with the Plans and Contract Documents, the major items of equipment, as manufactured or supplied by the following listed manufacturers or suppliers. Each Bidder must list one manufacturer for the major equipment proposed to be furnished and installed in the work. The equipment listed will be subject to the requirements of Specification SECTION 461000 – GENERAL REQUIREMENTS, Item 1.3.B. and Item 1.3.D. The Contractor must provide complete equipment submittals in accordance with SECTION 461000 – GENERAL REQUIREMENTS and SECTION 0133000 – SUBMITTALS for review by the OWNER and ENGINEER for determination of compliance with the Plans and Specifications.

A. MAJOR ITEMS OF EQUIPMENT

Item No.	Specification Section	Equipment Description	Manufacturer or Supplier
1.	461105	Electric Valve Activators	Rodney Hunt
2.	461150	Weir Gate	Rodney Hunt
3.	461176	UltraSonic Level Sensors	Automatic Systems
4.	Specified on the Plans	SCADA Control Panels	Automatic Systems

B. ON-SITE FIELD VERIFICATION

The Bidder herewith certifies to have conducted an on-site inspection of the entire pipe alignment and construction area to verify existing on-site field conditions and constructability, operations and shoring requirements.

Jaime Carlson -General Superintendent

07/27/2020

Verification Name/Title by Bidder

Date(s) Inspection Conducted

ARTICLE 7 – TIME OF COMPLETION

- 7.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 7.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 8 – ATTACHMENTS TO THIS BID

- 8.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security in the form of a 5% Bid Bond;
- B. Forms per Article 15 – Submittal of Bid, Section 15.01 of the Instructions to Bidders, EJCDC C-200

Addendum #1

- C. Bidding Contractor shall provide written acknowledgement that they will self-perform a minimum of twenty five percent (25%) of all labor (manhours) on this project;
- D. Evidence of authority to do business in the State of Illinois; Contractor shall submit a Certificate of Good Standing from the Illinois Secretary of State website. <http://www.ilsos.gov/corporatellc/>;
- E. Required Bidder Qualification Statement with supporting data;
- F. Written acknowledgment of Illinois Compiled Statutes, 1992, ACT 570 Employment of Illinois Workers on Public Works Act;
- G. Written acknowledgement of Illinois Public Act 93-0642, which amends the Illinois Procurement Code;
- H. The failure to include any listed attachments with a bid proposal is sufficient cause for bid rejection. The omission of any listed attachment will require, at the least, more intense evaluation of the bid. Bidders shall review all hard copy submissions to assure that all listed attachments are included.

ARTICLE 9 – DEFINED TERMS

- 9.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

Addendum #1**ARTICLE 10 – BID SUBMITTAL**

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

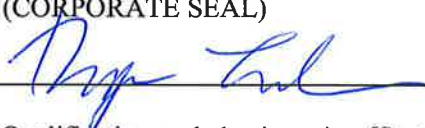
Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A CorporationCorporation Name: Leander Construction, Inc. (SEAL)State of Incorporation: Illinois
Type (General Business, Professional, Service, Limited Liability): General BusinessBy: _____
(Signature -- attach evidence of authority to sign)Name (typed or printed): Todd LeanderTitle: President
(CORPORATE SEAL)Attest Date of Qualification to do business in [State where Project is located] is 03 / 08 / 1991.

Addendum #1A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 24472 N. County Hwy. 6, Canton, IL 61520Phone No. 309-647-7400 Fax No. 309-647-7401E-mail todd@leanderconstructioninc.comSUBMITTED on August 4, 2020.State Contractor License No. N/A.



Commercial • Industrial • Municipal
Educational • Metal Buildings

Acknowledgments

City of Pekin
111 S. Capitol Street
Pekin, IL 61554

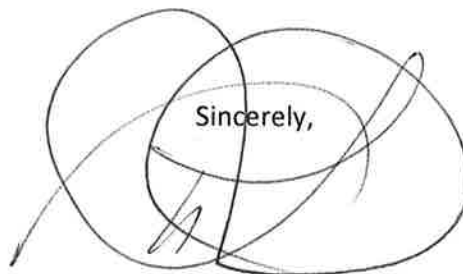
RE: Pekin CSO Long Term
Control Plan Improvement
Phase 3A

To whom it may concern,

The acknowledgements below are to satisfy the requirements laid out in Article 8 of the EJCDC C-410 Bid Form.

- Leander Construction, Inc. anticipates being able to self-perform a minimum of twenty five percent (25%) of all labor (manhours) on this project.
- Leander Construction, Inc. will provide any and all required Bidder Qualification Information upon request of the Owner within a period of 5 calendar days of request.
- Leander Construction, Inc. acknowledges the Illinois Compiled Statutes, 1992, ACT 570 Employment of Illinois Workers on Public Works Act
- Leander Construction, Inc. acknowledges the Illinois Public Act 93-0642, which amends the Illinois Procurement Code

Sincerely,

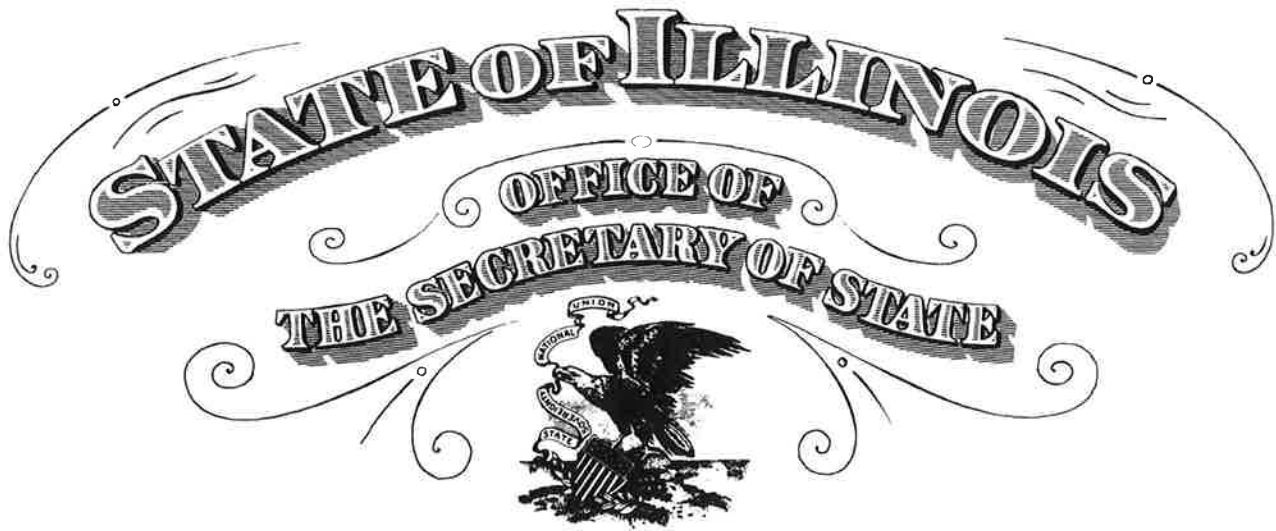


Todd Leander
President

LEANDER CONSTRUCTION, INC.

24472 N. County Highway 6 • Canton, IL 61520 • Office: 309.647.7400 • Fax: 309.647.7401

File Number 5630-871-7



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

LEANDER CONSTRUCTION, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON MARCH 08, 1991, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



Authentication #: 1113201864

Authenticate at: <http://www.cyberdriveillinois.com>

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 12TH day of MAY A.D. 2011 .

Jesse White

SECRETARY OF STATE

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

12. IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

State of Illinois
 } ss:
 County of Macon

On 4th day of August, 2020 before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared **Blake E Allison**

known to me to be Attorney-in-Fact of **Old Republic Surety Company**
 the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

Catherine L Ater
 (Notary Public)





OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: KEVIN J. BREHENY, RANDY S. CANNADY, TIM R. PATTON, DANIEL A. MARTINI, BLAKE E. ALLISON, RANDY TAYLOR, JAMES MORGASON, ASHLYN KAEB of FORSYTH, IL

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED FIFTY MILLION (\$50,000,000) FOR ANY SINGLE OBLIGATION

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and said signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 5th day of May, 2020

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 5th day of May, 2020, personally came before me, Alan Pavlic, and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-1871



Signed and sealed at the City of Brookfield, WI this 4th day of August, 2020

Karen J. Haffner
Assistant Secretary

City of Pekin			William Brothers Construction, Inc. P.O. Box 1366 Peoria, IL 61654		Leander 24472 N. County Hwy. 6 Canton, IL 61520			Engineer's Estimate
Combined Sewer Overflow (CSO) Long Term Control Plan Impr. Phase 3A								
LETTING: Tuesday, August 4, 2020 2:00:00 PM CST								
FARNSWORTH GROUP, INC. 2709 McGraw Drive Bloomington, IL 61704								
Quantity	Unit	Item Description	Unit Price	Total	Unit Price	Total	Corrected Totals	Total
90	LF	18" D.I.P. Sewer	\$ 500.00	\$ 45,000.00	\$ 632.45	\$ 56,920.50	\$ 56,920.50	
219	LF	120" Steel Casing installation method as shown in Phase 3A Railroad Crossing Plans "Plans for Proposed Front Street Grade Crossing" and specifications	\$ 4,200.00	\$ 919,800.00	\$ 5,408.49	\$ 1,184,459.31	\$ 1,184,459.31	
1	LS	Fayette Street Junction Structure, Complete (32)	\$ 399,970.00	\$ 399,970.00	\$ 243,764.30	\$ 243,764.30	\$ 243,764.30	
1	LS	Fayette Street Overflow Structure, Complete (35)	\$ 350,000.00	\$ 350,000.00	\$ 376,567.68	\$ 376,567.68	\$ 376,567.68	
1	LS	Fayette Street Conflict Structure, Complete (39)	\$ 355,000.00	\$ 355,000.00	\$ 226,319.80	\$ 226,319.80	\$ 226,319.80	
1	LS	Demolition of Existing Fayette St. Overflow Structure and 15"and 60" Sewer connections (36)	\$ 200,000.00	\$ 200,000.00	\$ 62,550.00	\$ 62,550.00	\$ 62,550.00	
1	LS	Outfall Siphon under the 72" Sewer, Complete (37)	\$ 400,000.00	\$ 400,000.00	\$ 410,427.68	\$ 410,427.68	\$ 410,427.68	
1	LS	Fayette Street Headwall and check valve, Complete (38)	\$ 450,000.00	\$ 450,000.00	\$ 131,574.62	\$ 131,574.62	\$ 131,574.62	
842	LF	Pavement Removal	\$ 60.00	\$ 50,520.00	\$ 36.14	\$ 30,429.88	\$ 30,429.88	
1	LS	Seeding, fertilizing and Mulching	\$ 15,000.00	\$ 15,000.00	\$ 13,900.00	\$ 13,900.00	\$ 13,900.00	
1	LS	Clearing and Grubbing	\$ 10,000.00	\$ 10,000.00	\$ 6,950.00	\$ 6,950.00	\$ 6,950.00	
1	LS	Misc. incidental demolition and clearing	\$ 25,000.00	\$ 25,000.00	\$ 69,500.00	\$ 69,500.00	\$ 69,500.00	
1	LS	RR liability insurance 3A	\$ 11,000.00	\$ 11,000.00	\$ 9,730.00	\$ 9,730.00	\$ 9,730.00	
1	LS	Traffic Control	\$ 10,000.00	\$ 10,000.00	\$ 33,360.00	\$ 33,360.00	\$ 33,360.00	
1	LS	Trench Dewatering complete	\$ 25,000.00	\$ 25,000.00	\$ 20,850.00	\$ 20,850.00	\$ 20,850.00	
1012	LF	Fiber Optic Cable and Conduit	\$ 20.00	\$ 20,240.00	\$ 55.63	\$ 56,295.33	\$ 56,297.56	
962	LF	Warning Tape	\$ 2.50	\$ 2,405.00	\$ 3.48	\$ 3,342.95	\$ 3,347.76	
1	LS	Electrical and Controls Complete	\$ 45,000.00	\$ 45,000.00	\$ 78,541.95	\$ 78,541.95	\$ 78,541.95	
200	CY	CA-7 Aggregate Allowance for Field over-excavation needs	\$ 50.00	\$ 10,000.00	\$ 97.30	\$ 19,460.00	\$ 19,460.00	
Total Base Bid Phase 3A Section 1 =			\$ 3,343,935.00		\$ 3,034,944.00	\$ 3,034,951.04	\$ 2,207,903.00	
BASE BID PHASE 3A SECTION 2								
1	LS	MOBILIZATION	\$ 20,000.00	\$ 20,000.00	\$ 21,600.00	\$ 21,600.00	\$ 21,600.00	
1	LS	CONSTRUCTION LAYOUT	\$ 7,500.00	\$ 7,500.00	\$ 8,100.00	\$ 8,100.00	\$ 8,100.00	
1	LS	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	\$ 5,000.00	\$ 5,000.00	\$ 5,400.00	\$ 5,400.00	\$ 5,400.00	
10	EA	TREE PRUNING	\$ 1,000.00	\$ 10,000.00	\$ 864.00	\$ 8,640.00	\$ 8,640.00	
1	LS	FENCE AND GATE REMOVAL AND REINSTALLATION	\$ 10,000.00	\$ 10,000.00	\$ 8,640.00	\$ 8,640.00	\$ 8,640.00	
160	FT	TEMPORARY CHAIN LINK FENCE	\$ 25.00	\$ 4,000.00	\$ 21.60	\$ 3,456.00	\$ 3,456.00	
7140	FT	RAILROAD TIES TO BE REMOVED	\$ 4.50	\$ 32,130.00	\$ 4.32	\$ 30,844.80	\$ 30,844.80	
171	FT	RAILROAD CROSSING REMOVAL	\$ 88.00	\$ 15,048.00	\$ 86.40	\$ 14,774.40	\$ 14,774.40	
110	CY	BORROW EXCAVATION	\$ 50.00	\$ 5,500.00	\$ 54.00	\$ 5,940.00	\$ 5,940.00	
180	TON	AGGREGATE SURFACE COURSE, CA-6	\$ 38.50	\$ 6,930.00	\$ 37.80	\$ 6,804.00	\$ 6,804.00	
2550	TON	BALLAST, TYPE 4	\$ 38.50	\$ 98,175.00	\$ 37.80	\$ 96,390.00	\$ 96,390.00	
745	EA	RAILROAD TIES, WOOD, 8'-6"	\$ 160.00	\$ 119,200.00	\$ 156.60	\$ 116,667.00	\$ 116,667.00	
6090	FT	TRACK WORK	\$ 1.80	\$ 10,962.00	\$ 1.62	\$ 9,865.80	\$ 9,865.80	
120	FT	CROSSING PANELS, TANGENT	\$ 1,240.00	\$ 148,800.00	\$ 1,215.00	\$ 145,800.00	\$ 145,800.00	
112.5	FT	CROSSING PANELS, ARC	\$ 1,240.00	\$ 139,500.00	\$ 1,215.00	\$ 136,687.50	\$ 136,687.50	
1	EA	SANITARY MANHOLES TO BE ADJUSTED	\$ 2,000.00	\$ 2,000.00	\$ 4,860.00	\$ 4,860.00	\$ 4,860.00	
50	FT	CULVERT, RCP, CLASS, IV, 12"	\$ 110.00	\$ 5,500.00	\$ 108.00	\$ 5,400.00	\$ 5,400.00	
18	SF	SIGN PANEL - TYPE 1	\$ 110.00	\$ 1,980.00	\$ 108.00	\$ 1,944.00	\$ 1,944.00	
12	FT	WOOD SIGN SUPPORT	\$ 110.00	\$ 1,320.00	\$ 108.00	\$ 1,296.00	\$ 1,296.00	
1	LS	RAILROAD PROTECTIVE LIABILITY INSURANCE	\$ 4,500.00	\$ 4,500.00	\$ 4,860.00	\$ 4,860.00	\$ 4,860.00	
30	DAY	ALLOWANCE: RAILROAD FLAGGER	\$ 1,500.00	\$ 45,000.00	\$ 1,620.00	\$ 48,600.00	\$ 48,600.00	
1	LS	ELECTRIC SLIDE GATE OPERATOR	\$ 60,000.00	\$ 60,000.00	\$ 54,000.00	\$ 54,000.00	\$ 54,000.00	
340	Ton	BALLAST, TYPE 5	\$ 38.50	\$ 13,090.00	\$ 37.80	\$ 12,852.00	\$ 12,852.00	
75	Each	RAILROAD TIES, WOOD, 10'-0"	\$ 190.00	\$ 14,250.00	\$ 183.60	\$ 13,770.00	\$ 13,770.00	
4	EA	RAILROAD TIES, WOOD, 14'-0"	\$ 220.00	\$ 880.00	\$ 216.00	\$ 864.50	\$ 864.00	
Total Base Bid Phase 3A Section 2 =			\$ 781,265.00		\$ 768,056.00	\$ 768,055.50	\$ 767,000.00	
Phase 3A Alternates								
Alternate 3A-1								
664	LF	96" Interceptor - C301 Pipe and fittings	\$ 2,600.00	\$ 1,726,400.00	\$ 2,681.66	\$ 1,780,618.92	\$ 1,780,622.24	
24	LF	72" Interceptor - C301 Pipe and fittings	\$ 6,500.00	\$ 156,000.00	\$ 3,285.00	\$ 78,840.00	\$ 78,840.00	
2	EA	C301 Tee Manhole on 96" CSO Sewer	\$ 110,000.00	\$ 220,000.00	\$ 93,075.00	\$ 186,150.00	\$ 186,150.00	
Total Alternate 3A-1 =			\$ 2,102,400.00		\$ 2,045,608.92	\$ 2,045,612.24		
Alternate 3A-2								
664	LF	96" Interceptor - FRP Pipe and fittings	\$ 2,000.00	\$ 1,328,000.00	\$ 2,024.66	\$ 1,344,370.92	\$ 1,344,374.24	
24	LF	72" Interceptor - FRP Pipe and fittings	\$ 2,100.00	\$ 50,400.00	\$ 1,323.86	\$ 31,772.52	\$ 31,772.64	
2	EA	Hobas Tee Manhole on 96" CSO Sewer	\$ 50,000.00	\$ 100,000.00	\$ 43,800.00	\$ 87,600.00	\$ 87,600.00	
Total Alternate 3A-2 =			\$ 1,478,400.00		\$ 1,463,743.44	\$ 1,463,746.88		
Alternate 3A-3								
184	LF	60" Interceptor - C301 Pipe and fittings	\$ 2,500.00	\$ 460,000.00	\$ 2,748.45	\$ 505,714.80	\$ 505,714.80	
Total Alternate 3A-3 =			\$ 460,000.00		\$ 505,714.80	\$ 505,714.80		
Alternate 3A-4								
184	LF	60" Interceptor – FRP Pipe and fittings	\$ 1,100.00	\$ 202,400.00	\$ 1,445.40	\$ 265,953.60	\$ 265,953.60	
Total Alternate 3A-4 =			\$ 202,400.00		\$ 265,953.60	\$ 265,953.60		
Alternate 3A-5								
184	LF	60" Interceptor - D.I.P. and fittings	\$ 2,150.00	\$ 395,600.00	\$ 2,146.20	\$ 394,900.80	\$ 394,900.80	
Total Alternate 3A-5 =			\$ 395,600.00		\$ 394,900.80	\$ 394,900.80		
TOTAL BASE BID PRICE			\$ 4,125,200.00		\$ 3,803,000.00	\$ 3,803,006.54	\$ 2,974,903.00	
PHASE 3A LOW ALTERNATE			\$ 1,680,800.00		\$ 1,729,697.04	\$ 1,729,700.48	\$ 1,206,738.00	
TOTAL OF BASE BID PLUS PHASE 3A LOW ALTERNATE			\$ 5,806,000.00		\$ 5,532,697.04	\$ 5,532,707.02	\$ 4,181,641.00	

Attachment: Bid Tab - Unit Prices (2269 : Resolution No. 152-20/21 Award Phase IIIA CSO Project to Leander Construction)



2709 McGraw Drive
Bloomington, Illinois 61704
p 309.663.8435

www.f-w.com

August 4, 2020

City of Pekin
111 S. Capitol St.
Pekin, IL 61554

Attn: Josie A. Esker, S.E, P.E. City Engineer

Re: City of Pekin, IL Combined Sewer Overflow (CSO) Long Term Control Plan Improvements - Phase 3A

Dear Josie:

Bids were received via email on August 4, 2020, at the Offices of the City of Pekin and the Engineer, Farnsworth Group, Inc. and publicly opened and read aloud via conference call beginning at 2 p.m. Two (2) bids were received, and a tabulation of the bid proposal pricing is attached. The apparent low bidder is Leander Construction, Inc. of Canton, Illinois.

The bids were over the engineer's estimate; however, the closeness of the two bids provides a basis to determine that they reflect current, regional market pricing for the work. Furthermore, the bids received are favorable in comparison to the bids received in June, in a reduction of \$1.9M for this section of work.

Leander Construction can perform the complexity of the work necessary to complete this project and have a positive reputation for completing wastewater projects for the City of Pekin. The most recent of which consisted of Phase 4 of the Combined Sewer Overflow Long Term Control Plan.

The bid pricing was competitive based on the above considerations. Considering the City's ongoing Front Street road project, we recommend the award of this project.

Respectfully,

FARNSWORTH GROUP, INC.

Brian Abrams
Senior Project Engineer

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between City of Pekin (“Owner”) and
____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

City of Pekin, Illinois Combined Sewer Overflow (CSO) Long Term Control Plan Improvements Phase 3A

ARTICLE 2 – THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

City of Pekin, Illinois Combined Sewer Overflow (CSO) Long Term Control Plan Improvements Phase 3A

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Farnsworth Group, Inc. (Engineer), which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

- A. The Work will be substantially completed within the calendar days identified below after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions or at the work schedule commencement identified below; and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within the

calendar days identified below after the date when the Contract Times commence to run, unless the period for completion is extended otherwise by the Contract Documents.

1. Phase 3A Items Including: CSO Pipeline Front St. Diversion Structure to Fayette St. Conflict Structure; Fayette St. Junction Structure; Fayette St. Conflict Structure; Fayette St. Siphon; Proposed Front Street Grade Crossing: Substantial Completion 272 Calendar Days after Notice to Proceed. Restoration and cleanup within 21 Calendar Days thereafter.

Total Contract Completion and Finalization 293 Calendar Days from Issuance of Notice to Proceed.

- a. Within the contract times listed above the maximum length of closure of the railroad shall be three (3) weeks for the 120" Diameter casing installation.
- b. Additional railroad closure timeframes for the complete of the "Plans for Proposed Front Street Grade Crossing" shall be negotiated with the railroad after the award of the contract.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 4.02A above for Substantial Completion of all the work and the specific calendar day requirements identified in 4.02.A above until the work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the Lump Sum and Unit Base Bid amounts as noted in Article 5 – Basis of Bid in Section C-410 Bid Form for Construction Contracts, subject to adjustment under the Contract.
 - A. All specific cash allowances are included in the above price in accordance with Paragraph 11.02 of the General Conditions.
 - B. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by the Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 20th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

- 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

- a. 90 percent of Work completed (with the balance being retainage).
- b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST (NOT USED)

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages C-520-1 to C-520-8, inclusive).

2. Performance bond (pages C-610-1 to C-610-3, inclusive).
 3. Payment bond (pages C-615-1 to C-615-3, inclusive).
 4. Other bonds (pages _____ to _____, inclusive).
 - a. _____ (pages _____ to _____, inclusive).
 - b. _____ (pages _____ to _____, inclusive).
 - c. _____ (pages _____ to _____, inclusive).
 5. General Conditions (pages C-700-1 to C-700-61, inclusive).
 6. Supplementary Conditions (pages C-800-1 to C-800-10, inclusive).
 7. Specifications titled City of Pekin, Illinois Combined Sewer Overflow (CSO) Long Term Control Plan Improvements Phase 3A.
 8. Specifications titled Specifications for Front Street Grade Crossing and Rail Improvements.
 9. Drawings as titled City of Pekin, Illinois Combined Sewer Overflow (CSO) Long Term Control Plan Improvements Phase 3A.
 10. Drawings as titled Plans for Proposed Front Street Grade Crossing
 11. Addenda (numbers 1 to 1, inclusive).
 12. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 23, inclusive).
 - b. ~~Documentation submitted by Contractor prior to Notice of Award (page 00505-1, inclusive).~~
 - c. Current Davis Bacon Wage Rates.
 13. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (page C-550-1, inclusive).
 - b. Field Orders.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.

- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

City of Pekin

By: _____

Title: Mayor

Attest: _____

Title: Clerk

Address for giving notices:

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

CONTRACTOR

Leander Construction, Inc.

By: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

License No.: _____
(Where applicable)

Agent for service of process:



REQUEST FOR COUNCIL ACTION

Agenda Date: August 10, 2020
To: Council Members
From: Josie Esker, Assistant City Engineer

AGENDA ITEM: Resolution No.153-20/21 Award SRTS Sidewalk Project to Otto Baum

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: This project is for sidewalk repairs and ADA ramp replacements near 5th Street & Prince Street to create a safer, more accessible path to Jefferson Primary School. The City was awarded a Safe Routes to Schools grant in the amount of \$197,932.00. This project is 100% funded by the federal grant up to that amount. There were three bids through the IDOT bulletin: Low Bid – Otto Baum - \$203,635.00, 2nd Low Bid – ICCI - \$211,808.70, 3rd Low Bid – C & G Conc. - \$225,116.20. As the low bid is only 3% over the Engineer's estimate and this award is necessary to receive federal funding, staff recommends awarding this bid.

Engineering plans to cut a small amount of the project to stay under the awarded bid amount and not incur any cost to the City. However, it is possible that issues could be uncovered during construction that might increase costs. The City will be responsible for any amount over the awarded \$197,932.00.

FINANCIAL IMPACT:

Requested Amount: \$0.00
 Line Item: 445-041-534900
 Budgeted Amount: \$50,000.00
 Remaining Funds: \$6,511.50

IMPACT IF APPROVED: Otto Baum will be awarded the contract, as administered through IDOT

IMPACT IF DENIED: The contract will not be awarded, and the City will not use the SRTS grant.

ALTERNATIVES: N/A

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

5 Year CIP. The Five-Year Capital Improvement Plan reflects all current and future capital improvement needs of the City of Pekin. The Plan is designed to be updated annually by staff and submitted to the Council for review and approval prior to the annual budget process.

Enhance Code Enforcement Services. The Council understands the importance of a strong Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.

Business Friendly Community. The Council strives to bring new businesses to Pekin while helping to maintain and expand all existing businesses. It is therefore essential to work cooperatively to make Pekin a "Business-Friendly" Community.

Efficient and Effective Municipal Operations. A fundamental responsibility of elected officials, City Staff and Employees is the exercise of good stewardship over public funds. Therefore, it is important that municipal services be delivered with maximum efficiency and effectiveness.

Employee Residency. It is the goal of the Council to develop a policy that encourages more full-time non-union employees who participate in a City funded pension program to reside within the city limits of Pekin.

REQUIRED SIGNATURES

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

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

8/6/2020

Date:

WHEREAS, the City of Pekin Safe Routes to Schools Sidewalk Project was placed in the Illinois Department of Transportation (IDOT) bulletin; and

WHEREAS, the bid letting was held on July 31, 2020, at which time IDOT opened and received three bids for the project; and

WHEREAS, Otto Baum Company was found to be the lowest bidder; and

WHEREAS, the City Council of the City of Pekin finds that the bid from Otto Baum Company for \$203,635.00, is reasonable and responsible;

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

Section 1. The findings and recitations set forth above are adopted and found to be true and correct.

Section 2. The proposal submitted by Otto Baum Company for \$203,635.00, is approved and accepted. The City Engineer is authorized to direct IDOT to award the contract to Otto Baum Company.

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of _____, 20____.

MAYOR

ATTEST:

CITY CLERK

RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
VARIOUS	19-00195-00-SW	TAZEWELL	15	1
		ILLINOIS	CONTRACT NO: 89770	

INDEX OF SHEETS

1. COVER SHEET
2. GENERAL NOTES
3. SUMMARY OF QUANTITIES
4. SIDEWALK REPAIR PLAN
5. TYPICAL SECTIONS
- 6.-14. ADA RAMP DETAILS
15. DRIVEWAY DETAILS

HIGHWAY STANDARDS

NO.	DESCRIPTION
000001-07	STANDARD SYMBOLS, ABBREVIATIONS AND PATTERNS
001006	DECIMAL OF AN INCH AND OF A FOOT
424001-11	PERPENDICULAR CURB RAMPS FOR SIDEWALKS
424006-04	DIAGONAL CURB RAMPS FOR SIDEWALKS
424011-04	CORNER PARALLEL CURB RAMPS FOR SIDEWALKS
424016-05	MID-BLOCK CURB RAMPS FOR SIDEWALKS
424021-05	DEPRESSED CORNER FOR SIDEWALKS
606001-07	CONCRETE CURB TYPE B AND COMBINATION CC&G
701006-05	OFF-RD OPERATIONS, 2L, 2W. 15' TO 24" FROM PVM'T EDGE
701301-04	LANE CLOSURES, 2L, 2W, SHORT TIME OPERATIONS
701311-03	LANE CLOSURES 2L, 2W MOVING OPERATIONS - DAY ONLY
701501-06	URBAN LANE CLOSURE, 2L, 2W, UNDIVIDED
701801-06	SIDEWALK, CORNER, OR CROSSWALK CLOSURE
701901-08	TRAFFIC CONTROL DEVICES

COMMITMENTS: NONE

J.U.L.I.E.
JOINT UTILITY LOCATION INFORMATION FOR EXCAVATION
1-800-892-0123
OR 811

CITY ENGINEER JOSIE ESKER, PE, SE (309) 478-5399

CONTRACT NO. 89770
CATALOG NO: 035829-00

STATE OF ILLINOIS

DEPARTMENT OF TRANSPORTATION

DIVISION OF HIGHWAYS

PROPOSED

HIGHWAY PLANS

ROUTE: VARIOUS STREETS

SECTION: 19-00195-00-SW

FEDERAL PROJECT NO.: RNZ9(049)

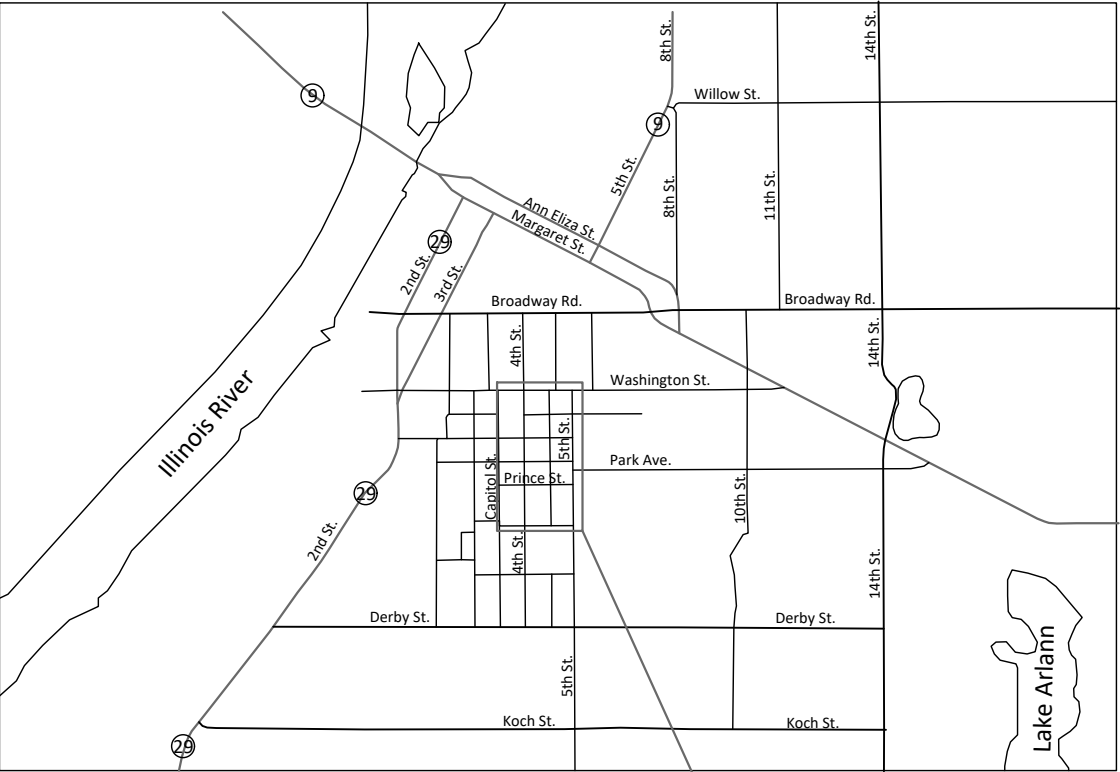
SAFE ROUTES TO SCHOOL IMPROVEMENTS

SRTS #: CRTS-019-4003

CITY OF PEKIN

TAZEWELL COUNTY

C-94-065-19



LOCATION OF SECTION INDICATED THUS:

APPROVED _____ 20 _____

LOCAL AGENCY OFFICIAL

PASSED _____ 20 _____

DISTRICT FOUR ENGINEER
OF LOCAL ROADS & STREETS

Releasing For
Bid Based on
Limited Review _____ 20 _____

REGION THREE ENGINEER

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

PRINTED BY THE AUTHORITY
OF THE STATE OF ILLINOIS

GENERAL NOTES

1. THE CONTRACTOR SHALL COORDINATE CONSTRUCTION ACTIVITIES WITH UTILITY COMPANIES AND THE CITY OF PEKIN.
2. SIDEWALK RAMP MODIFICATIONS WITHIN THE LIMITS OF THE PROJECT SHALL CONFORM TO THE APPLICABLE DETAILS INCLUDED IN THE PLANS.
3. THE FINAL TOP FOUR INCHES OF SOIL IN ANY RIGHT-OF-WAY AREA DISTURBED BY THE CONTRACTOR MUST BE CAPABLE OF SUPPORTING VEGETATION. THE SOIL MUST BE FROM THE HORIZON (ZERO TO 2) INCHES DEEP) OF SOIL PROFILES OF LOCAL SOILS. THE COST OF THIS WORK SHALL BE INCLUDED IN THE UNIT PRICES BID AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED.
4. FERTILIZER SHALL BE APPLIED TO ALL DISTURBED AREAS AND INCORPORATED INTO THE SEEDING PRIOR TO SEEDING OR PLACEMENT OF SEED AT THE RATE SPECIFIED IN SECTIONS 250 AND 252 OF THE STANDARD SPECIFICATIONS. THIS WORK SHALL BE INCLUDED IN THE UNIT PRICES BID AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED.
5. WHEN EXISTING SIDEWALK IS TO BE REMOVED WITHOUT PROPOSED SIDEWALK REPLACEMENT, IT SHALL BE REPLACED WITH TOPSOIL AND SEED.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND PROTECTING UTILITY PROPERTY DURING CONSTRUCTION OPERATIONS AS OUTLINED IN ARTICLE 107.39 OF THE STANDARD SPECIFICATIONS. A MINIMUM OF 48 HOURS ADVANCE NOTICE IS REQUIRED FOR NON-EMERGENCY WORK. THE JULIE NUMBER IS 800-892-0123.
7. SOME MINIMAL EARTH EXCAVATION WILL BE REQUIRED IN ORDER TO INSTALL NEW ADA RAMPS TO THE CORRECT ELEVATION. THE COST OF EARTH EARTH EXCAVATION SHALL BE INCLUDED IN THE UNIT PRICE BID FOR PC CONC SIDEWALK, 4”.
8. ALL BORROW/WASTE/USE SITES MUST BE APPROVED BY THE DEPARTMENT PRIOR TO REMOVING ANY MATERIAL FROM THE PROJECT OR INITIATING ANY EARTHMOVING ACTIVITIES, INCLUDING TEMPORARY STOCKPILING OUTSIDE THE LIMITS OF CONSTRUCTION.
9. SIDEWALK REPLACEMENT GENERAL LOCATIONS ARE SHOWN IN THE PLANS FOR REFERENCE ONLY. ENGINEER SHALL MARK OUT SIDEWALK REMOVAL LIMITS PRIOR TO BEGINNING OF PROJECT.
10. BEFORE THE NEWLY CONSTRUCTED AND COMPLETED SIDEWALK AND CURB RAMPS ARE OPEN TO PEDESTRIAN TRAFFIC, THE CONTRACTOR SHALL BACKFILL AND PLACE TOPSOIL SO THAT ALL GRADING TASKS ARE COMPLETE. THERE SHALL NOT BE ANY DROP-OFF OUTSIDE THE SIDEWALKS AND CURB RAMPS WHICH WILL BE HAZARDOUS TO PEDESTRIANS.
11. DO NOT SCALE PLANS FOR CONSTRUCTION DIMENSIONS.
12. ASPHALT PATCHING NECESSARY FOR COMPLETION OF PROJECT SHALL BE THE RESPONSIBILITY OF THE CITY OF PEKIN.
13. ANY LOOSE MATERIAL DEPOSITED IN THE FLOW LINE OF THE CURB OR DRAINAGE STRUCTURES SHALL BE REMOVED AT THE CLOSE OF EACH DAY.
14. THE CONTRACTOR SHALL MAINTAIN PEDESTRIAN ACCESS AT ALL TIMES DURING CONSTRUCTION.
15. TRAFFIC CONTROL NECESSARY TO MAINTAIN A SAFE WORK SITE AND MAINTAIN PEDESTRIAN ACCESS SHALL BE INCLUDED IN THE COST OF TRAFFIC CONTROL & PROTECTION (SPECIAL).



DESIGNED – JAE	REVISED– 5/11/20
DRAWN – JAE	REVISED–
CHECKED – JAE	REVISED–
DATE – 4/9/2020	REVISED–

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

GENERAL NOTES

RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
VARIOUS	19-00195-00-SW	TAZEWELL	15	2
		CONTRACT NO. 89770		
		[ILLINOIS]FEDERAL AID PRO		

SUMMARY OF QUANTITIES

CODE NUMBER	ITEM	UNIT	TOTAL QUANTITY
28000500	INLET & PIPE PROTECTION	EACH	6
42000300	PCC PVT 8	SQ. YD.	19
42300200	PCC DRIVEWAY PAVT 6	SQ. YD.	242
42400100	PC CONC. SIDEWALK, 4”	SQ. FT.	7055
42400800	DETECTABLE WARNINGS	SQ. FT.	355
44000100	PAVEMENT REMOVAL	SQ. YD.	19
44000200	DRIVEWAY PAVEMENT REMOVAL	SQ. YD.	242
44000300	CURB REMOVAL	FOOT	24
44000500	COMBINATION CURB & GUTTER REMOVAL	FOOT	498
44000600	SIDEWALK REMOVAL	SQ. FT.	6313
60603800	COMBINATION CONCRETE CURB & GUTTER, TYPE B–6.12	FOOT	498
67100100	MOBILIZATION	L. SUM	1
78000400	THPL PVT MK LINE 6	FOOT	260
78000400	THPL PVT MK LINE 12	FOOT	240
X7010216	TRAFFIC CONTROL & PROTECTION (SPECIAL)	L. SUM	1

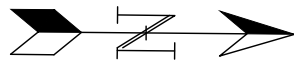
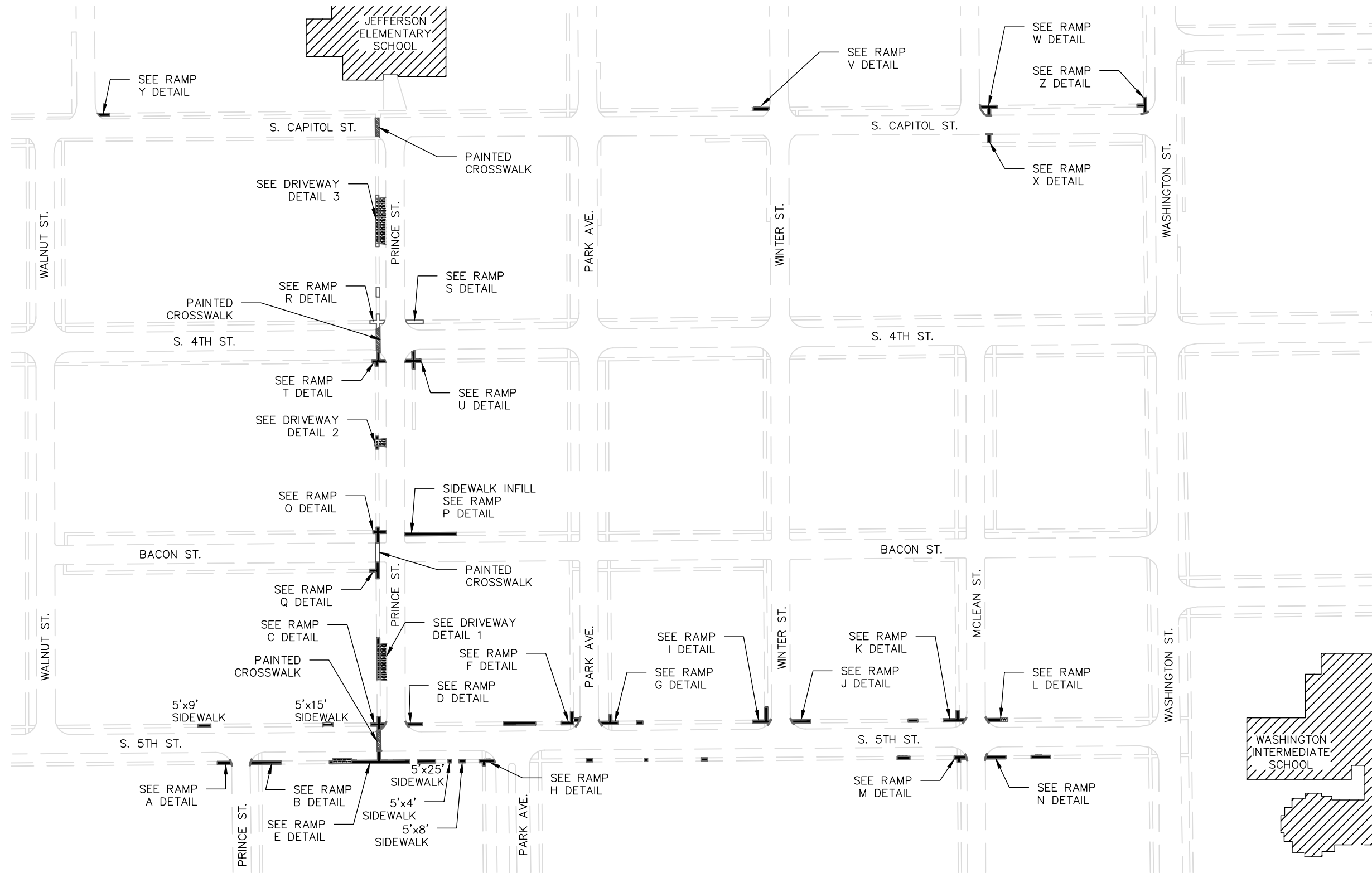


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DRAWN – JAE	REVISED–
CHECKED – JAE	REVISED–
DATE – 4/9/2020	REVISED–

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

SUMMARY OF QUANTITIES

RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
VARIOUS	19–00195–00–SW	TAZEWELL	15	3
		CONTRACT NO. 89770		
		ILLINOIS FEDERAL AID PROJ		

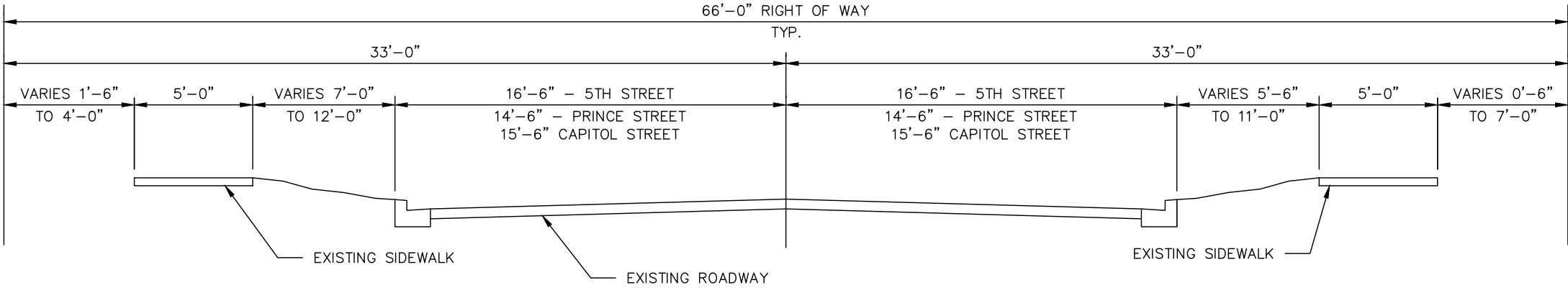


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DATE - 4/9/2020	REVISED-

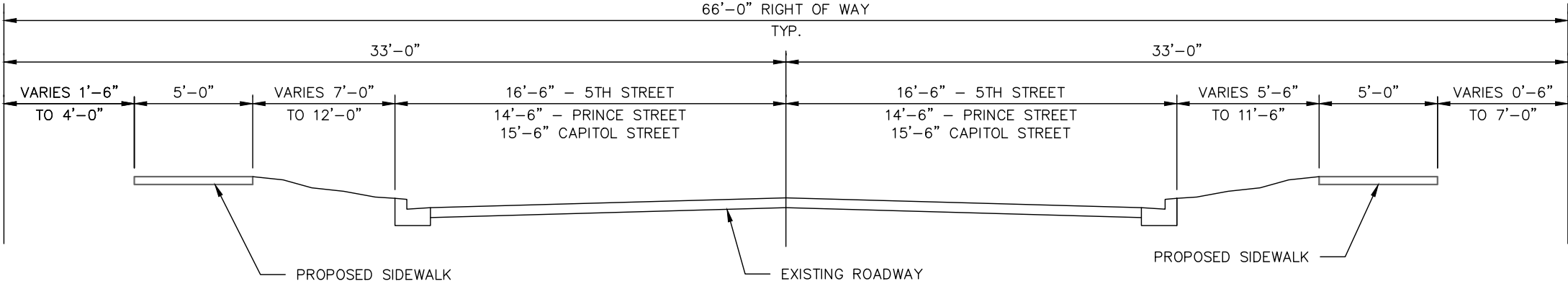
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

SIDEWALK REPAIR PLAN

RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
VARIOUS	19-00195-00-SW	TAZEWELL	15	4
CONTRACT NO. 89770				
ILLINOIS FEDERAL AID PROJ				



1 EXISTING TYPICAL SECTION
SCALE: 1" = 70'



2 PROPOSED TYPICAL SECTION
SCALE: 1" = 70'

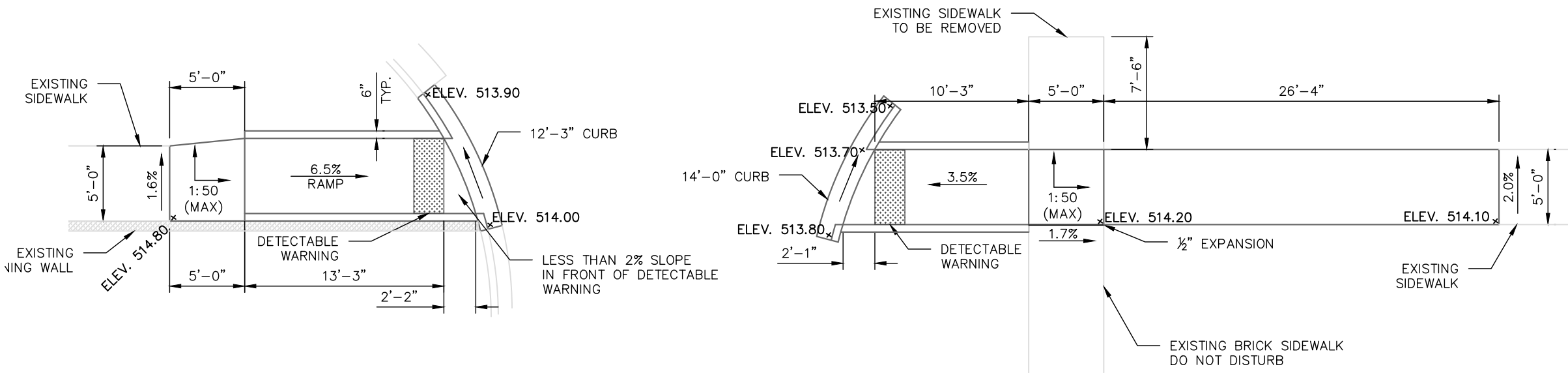
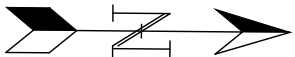


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CHECKED - JAE	REVISED-
DATE - 4/9/2020	REVISED-

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

TYPICAL SECTIONS

RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
VARIOUS	19-00195-00-SW	TAZEWELL	15	5
		CONTRACT NO.	Packet	
ILLINOIS		FEDERAL AID PROJECT		



A PRINCE & 5TH SOUTHEAST
SCALE: 1" = 100'

B PRINCE & 5TH NORTHEAST
SCALE: 1" = 100'

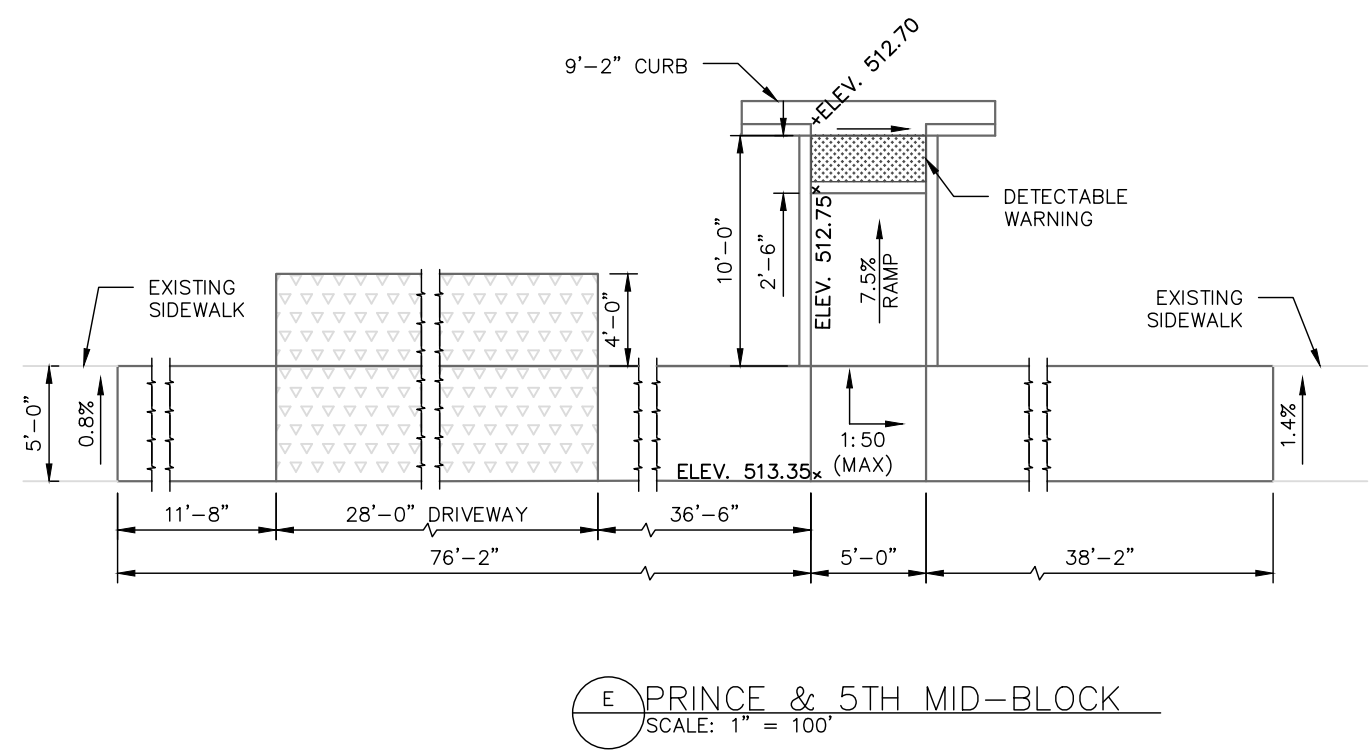
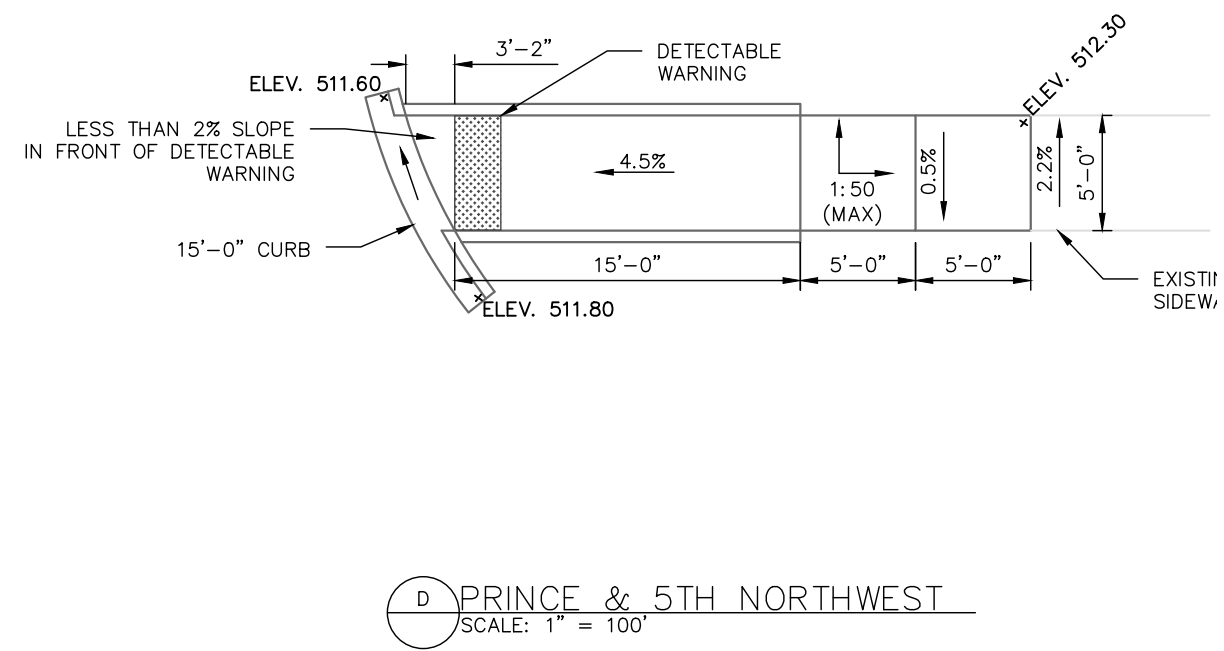
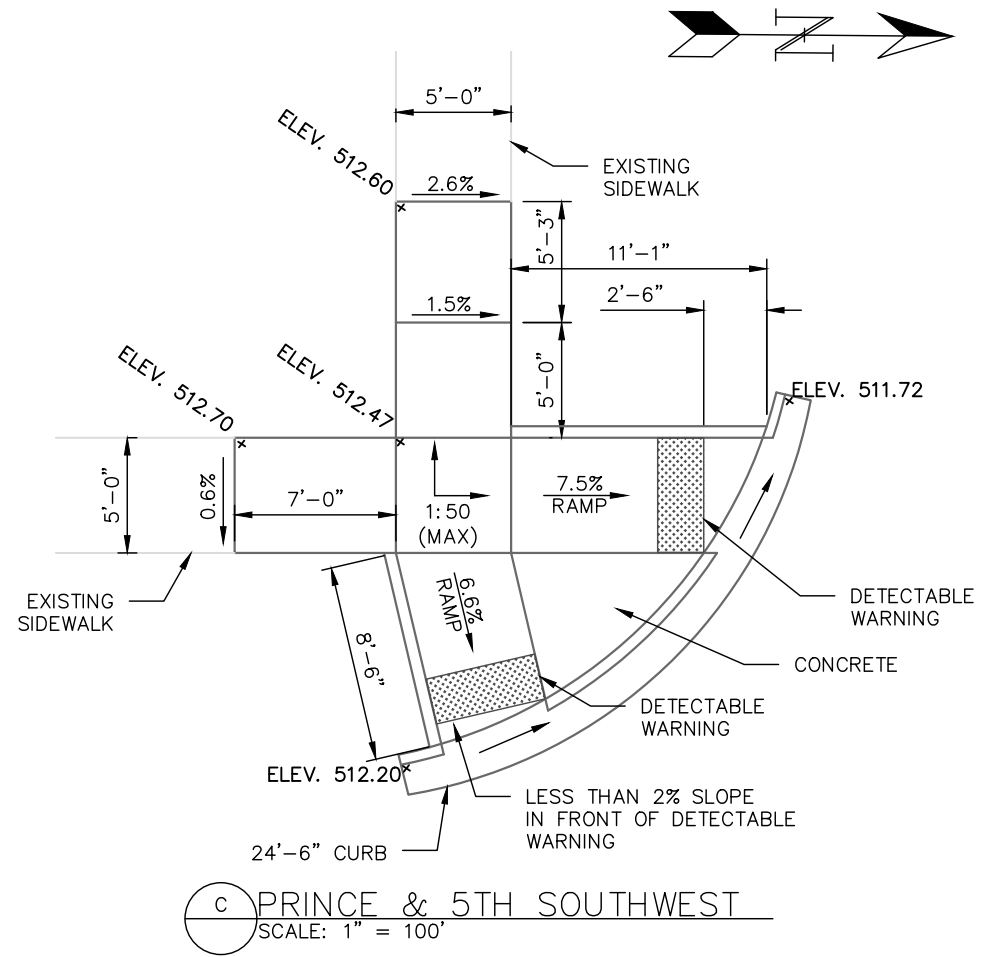


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CHECKED - JAE	REVISED-
DATE - 4/9/2020	REVISED-

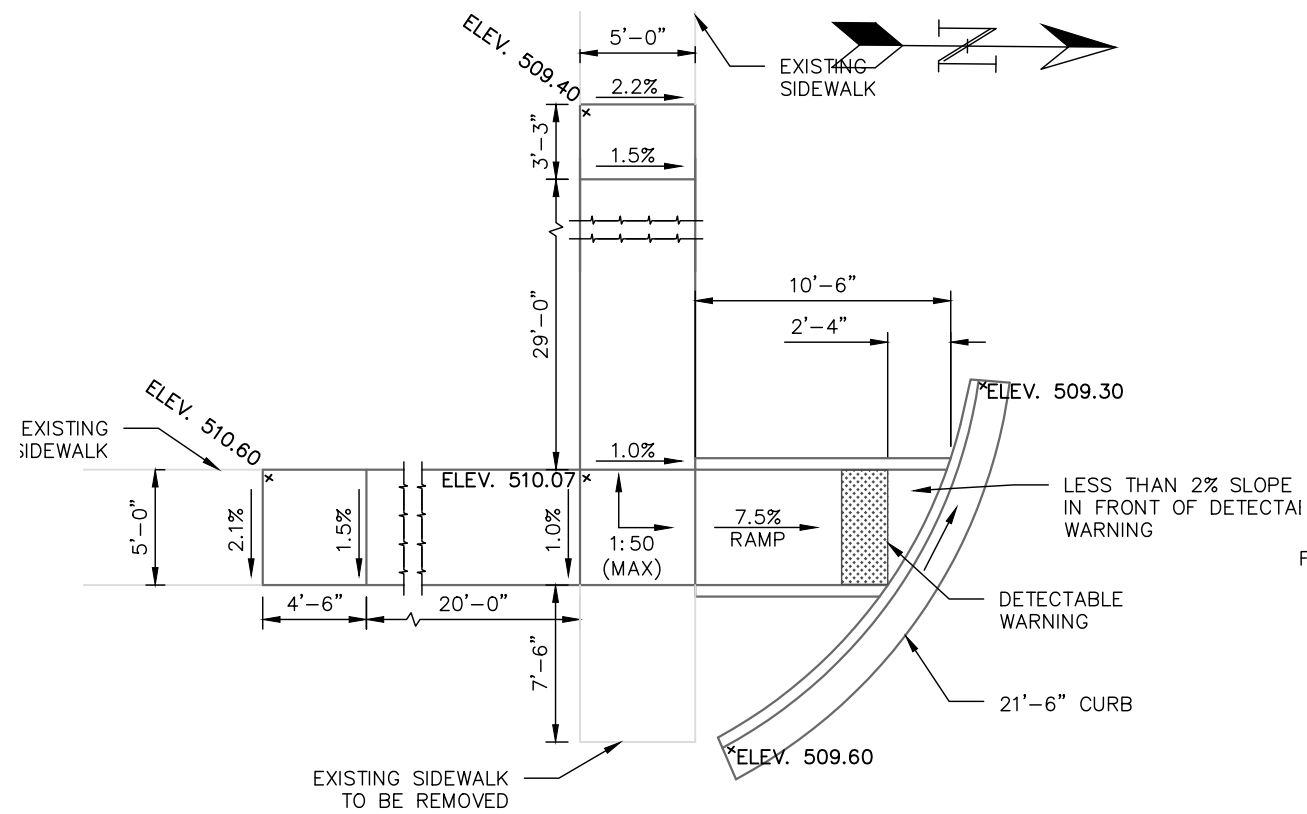
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

RAMP DETAILS

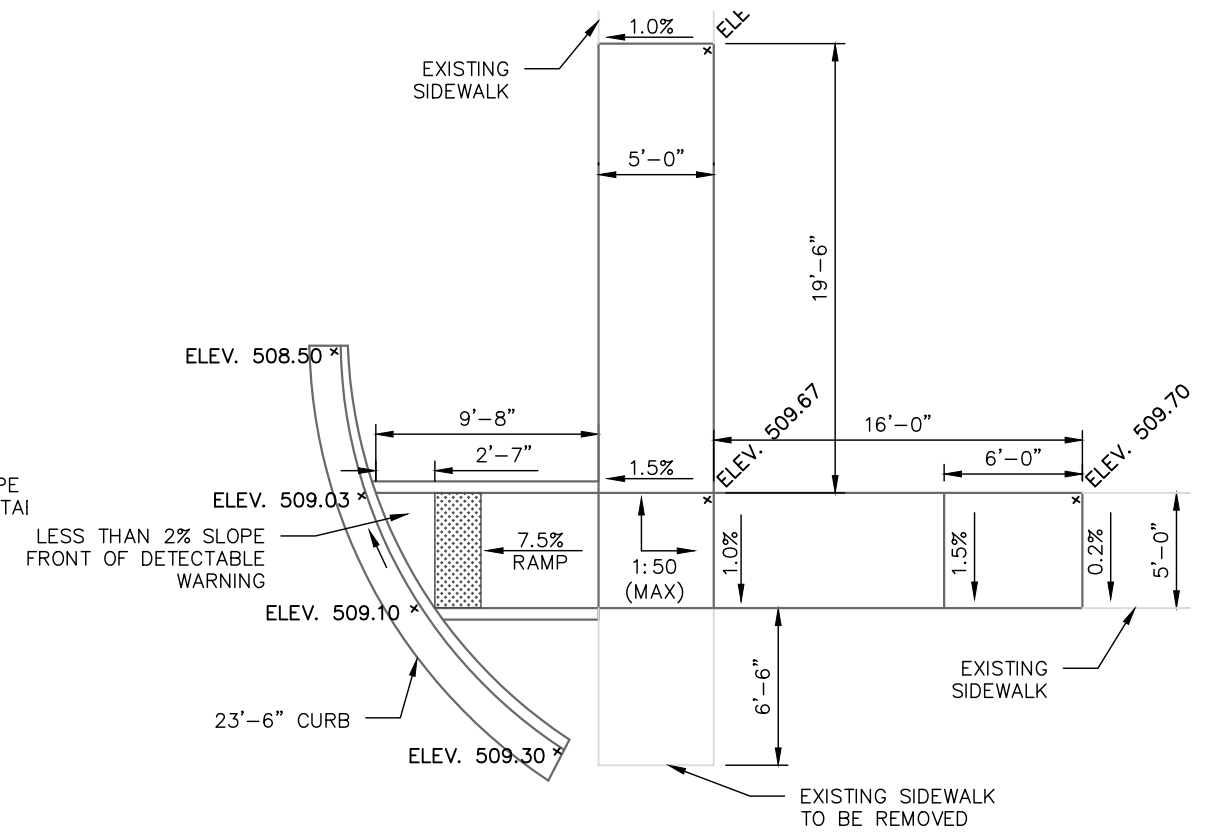
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		CONTRACT NO.	Packet	
ILLINOIS		FEDERAL AID PROJECT		



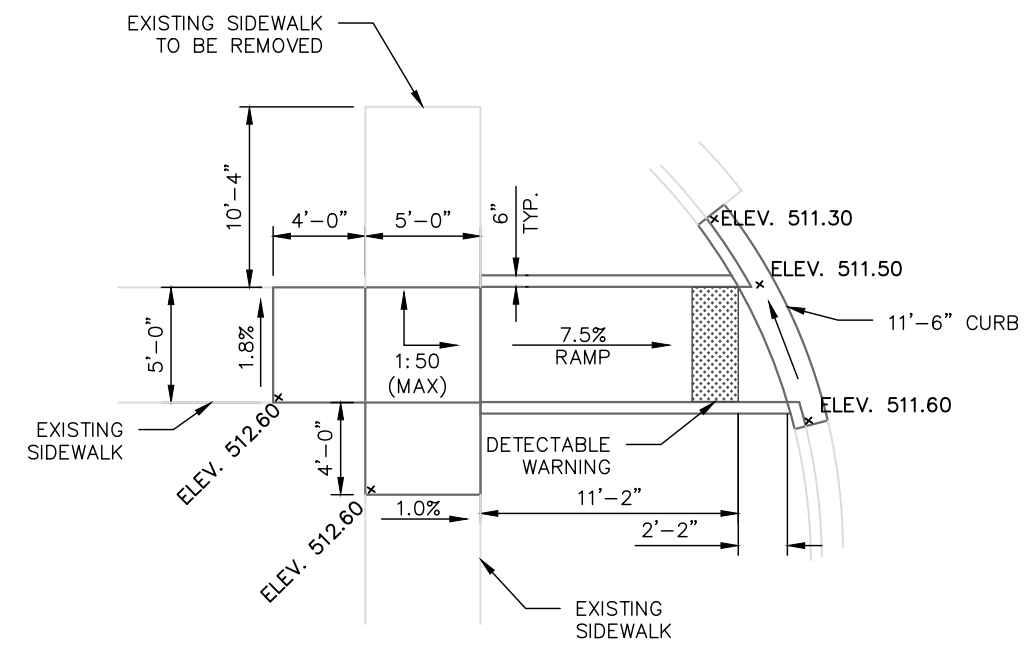
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		CHECKED - JAE	REVISED-			CONTRACT NO.				
		DATE - 4/9/2020	REVISED-			ILLINOIS FEDERAL AID PROJECT				



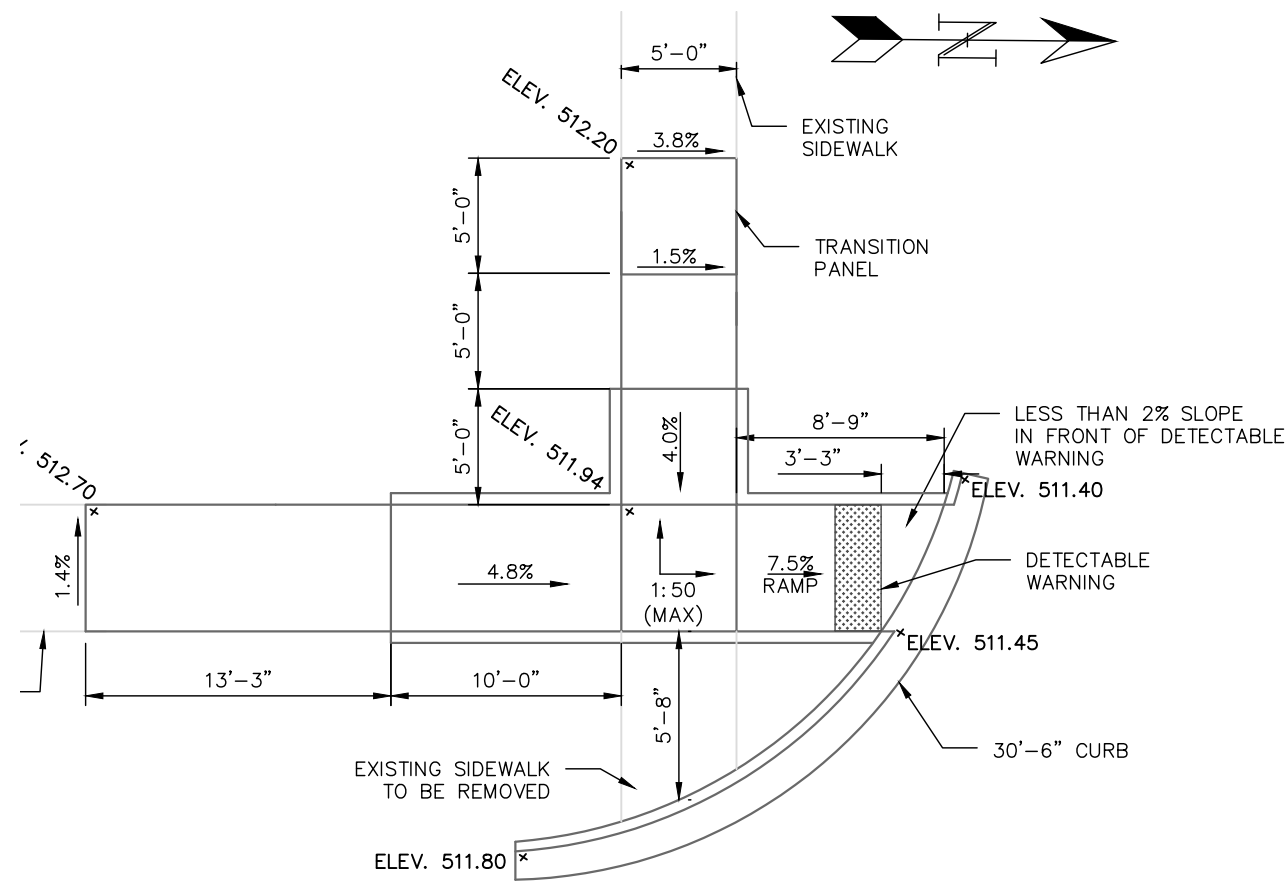
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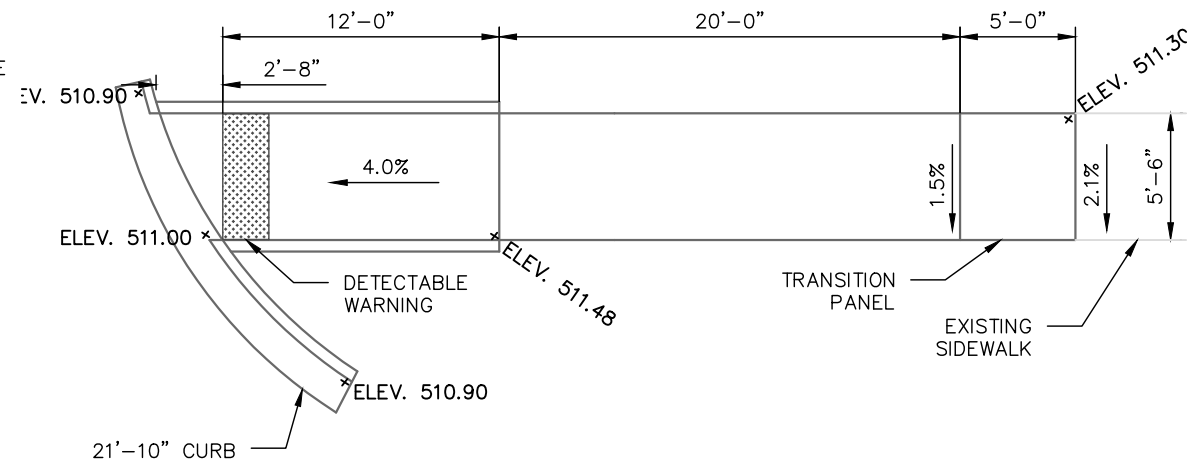
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SCALE: 1" = 100'



H PARK & 5TH SOUTHEAST
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I WINTER & 5TH SOUTHWEST
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J WINTER & 5TH NORTHWEST
SCALE: 1" = 100'

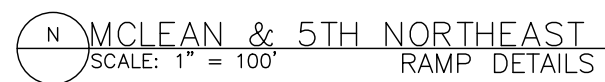
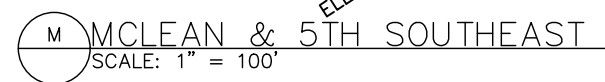
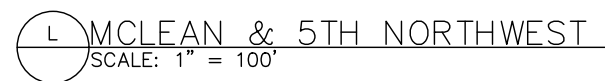
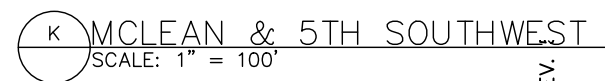


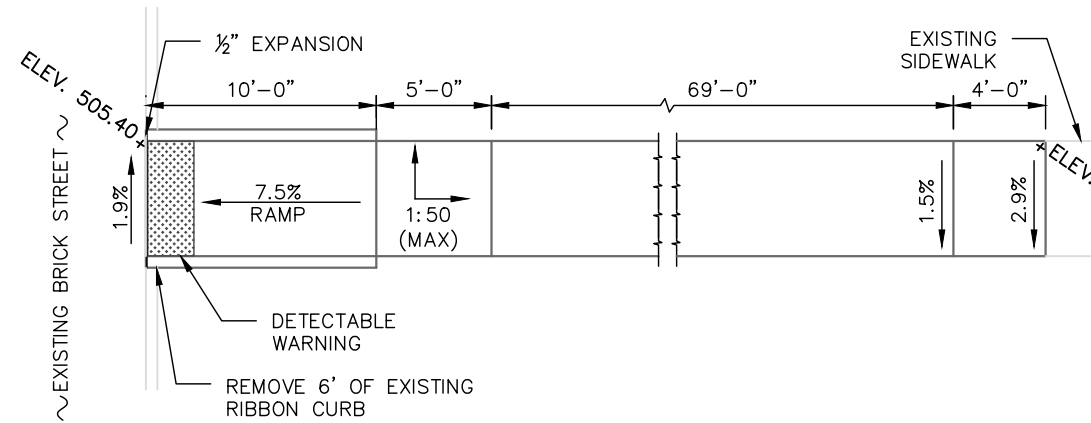
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DRAWN - JAE	REVISED-
CHECKED - JAE	REVISED-
DATE - 4/9/2020	REVISED-

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

RAMP DETAILS

RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
VARIOUS	19-00195-00-SW	TAZEWELL	15	9
		CONTRACT NO.	Packet	
		ILLINOIS FEDERAL AID PROJECT		

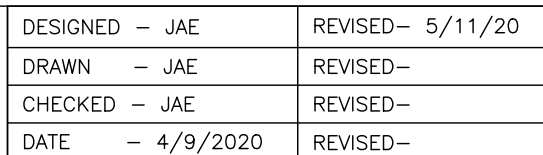




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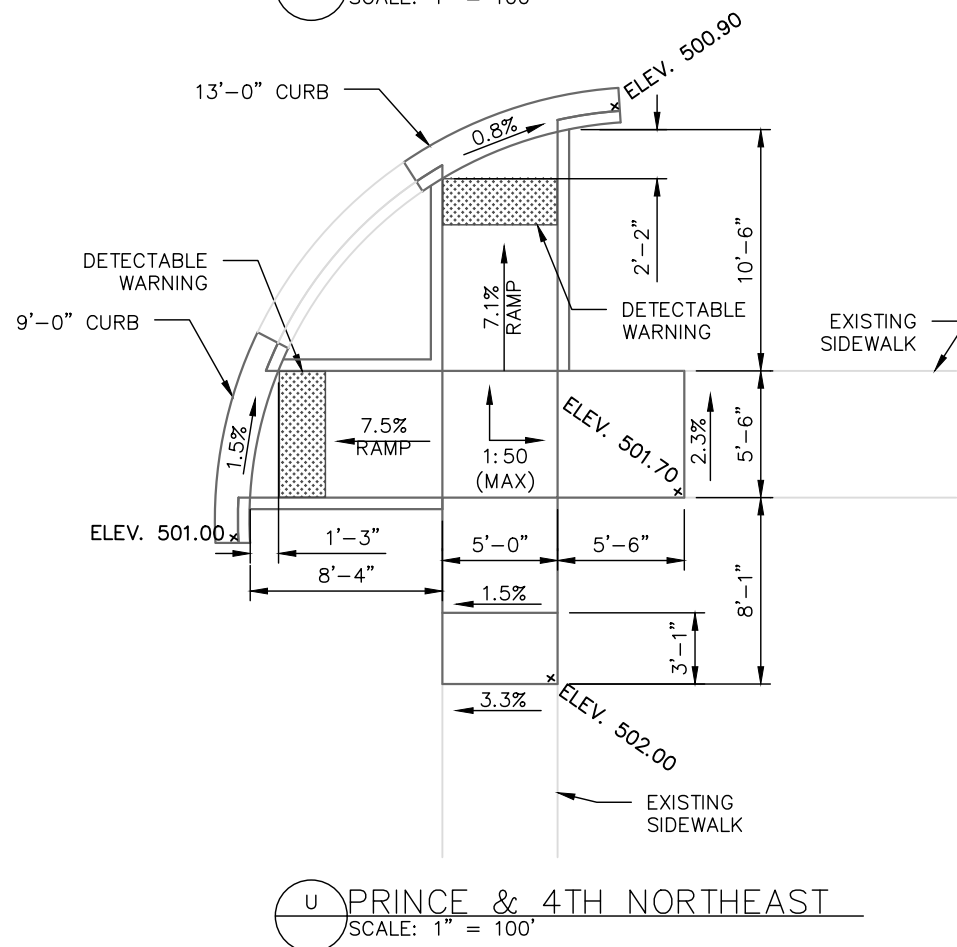
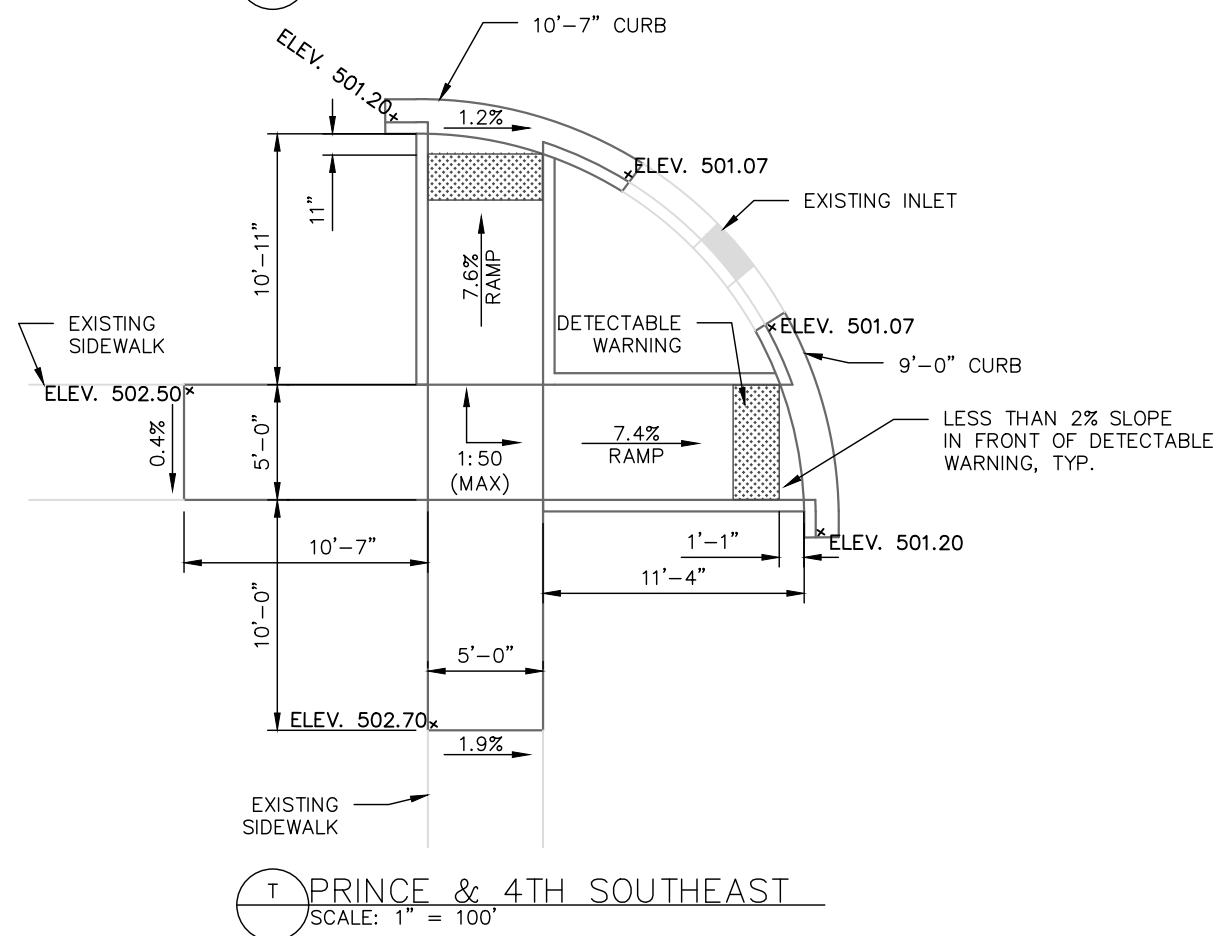
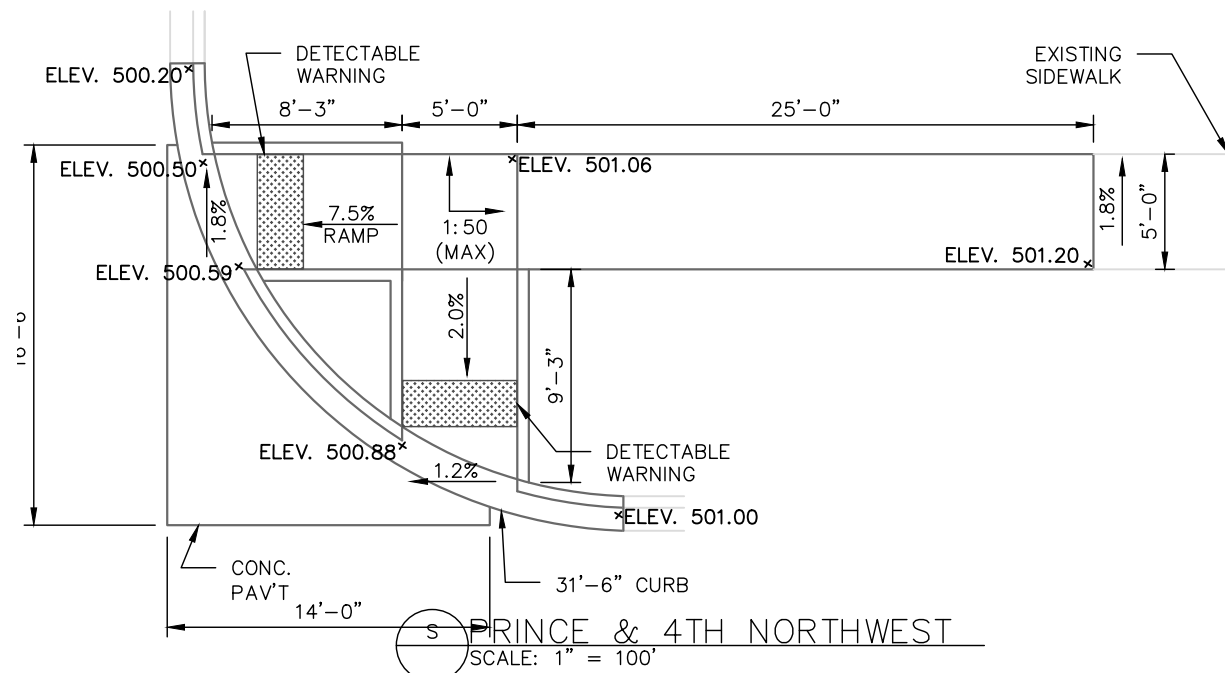
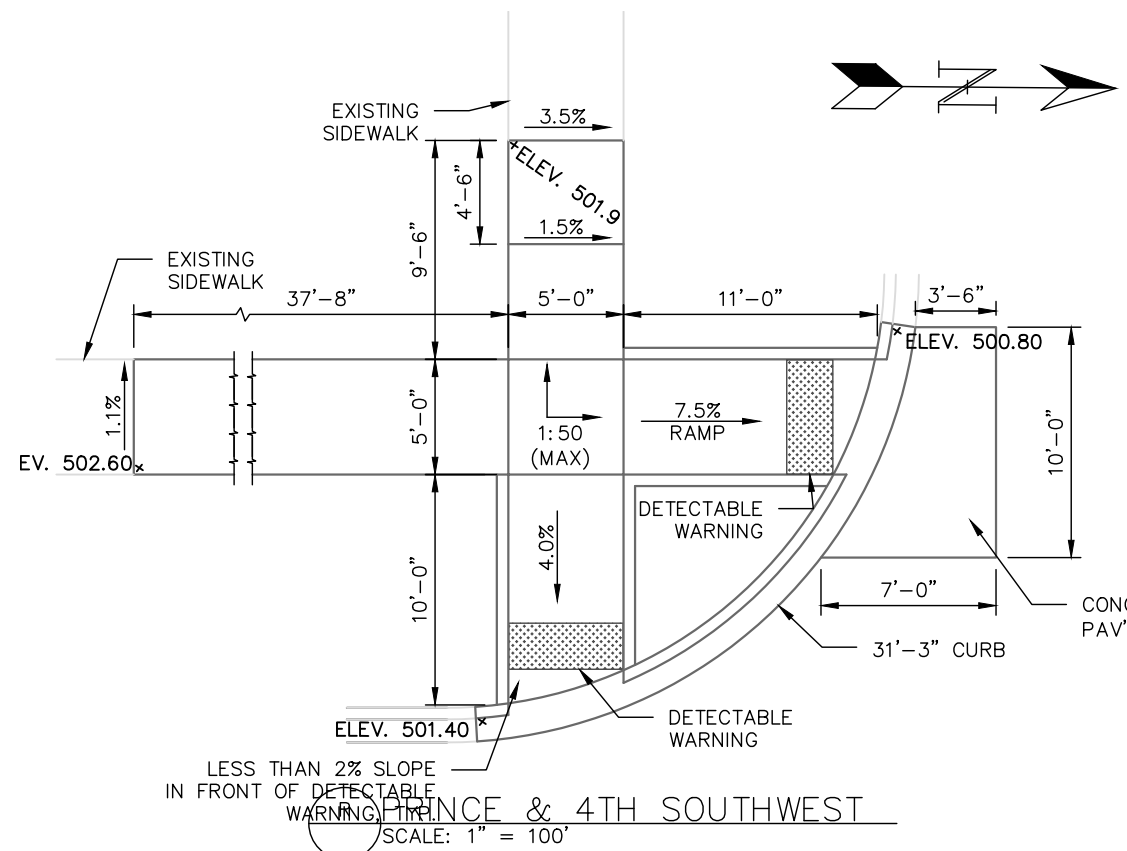
PRINCE & BACON NORTHWEST

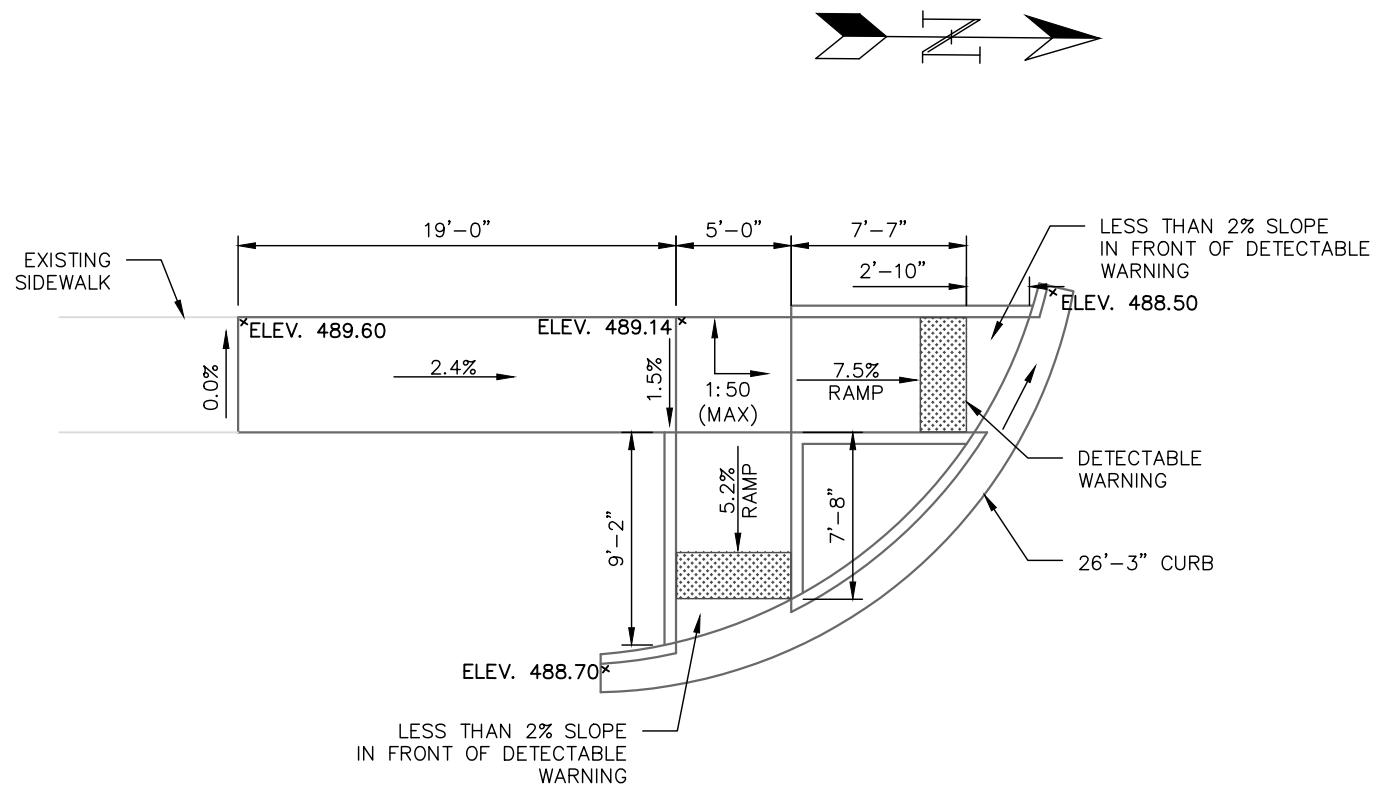
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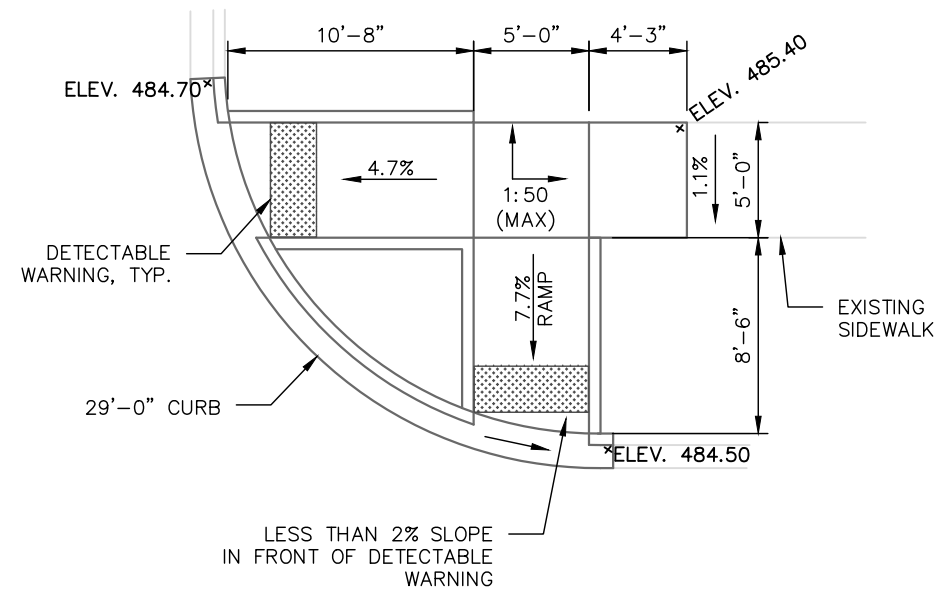
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Packet Pg. 178

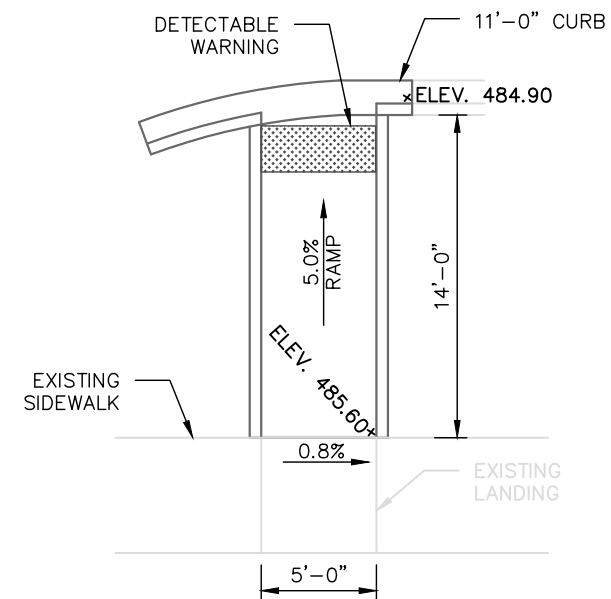




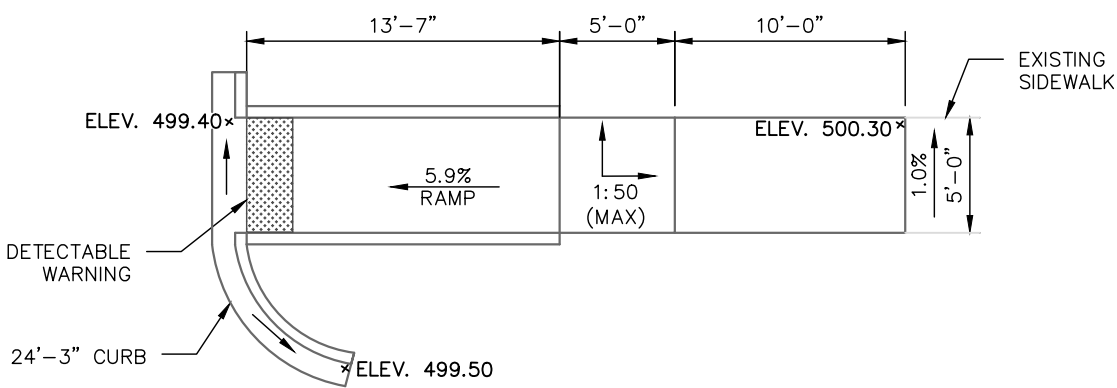
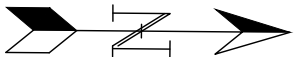
WINTER & CAPITOL SOUTHWEST
SCALE: 1" = 100'



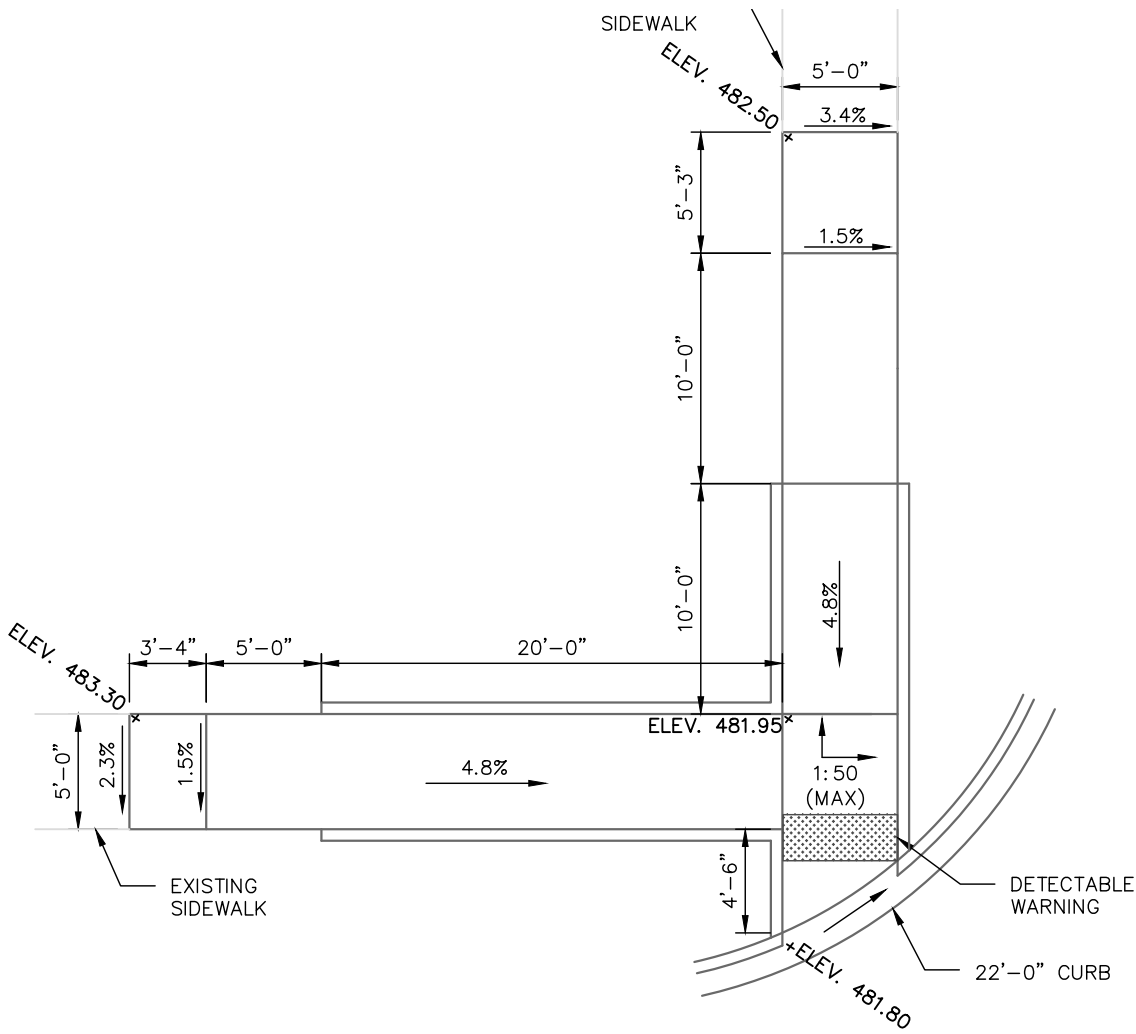
MCLEAN & CAPITOL NORTHWEST
SCALE: 1" = 100'



MCLEAN & CAPITOL NORTHEAST
SCALE: 1" = 100'



Y WALNUT & CAPITOL NORTHWEST
SCALE: 1" = 100'



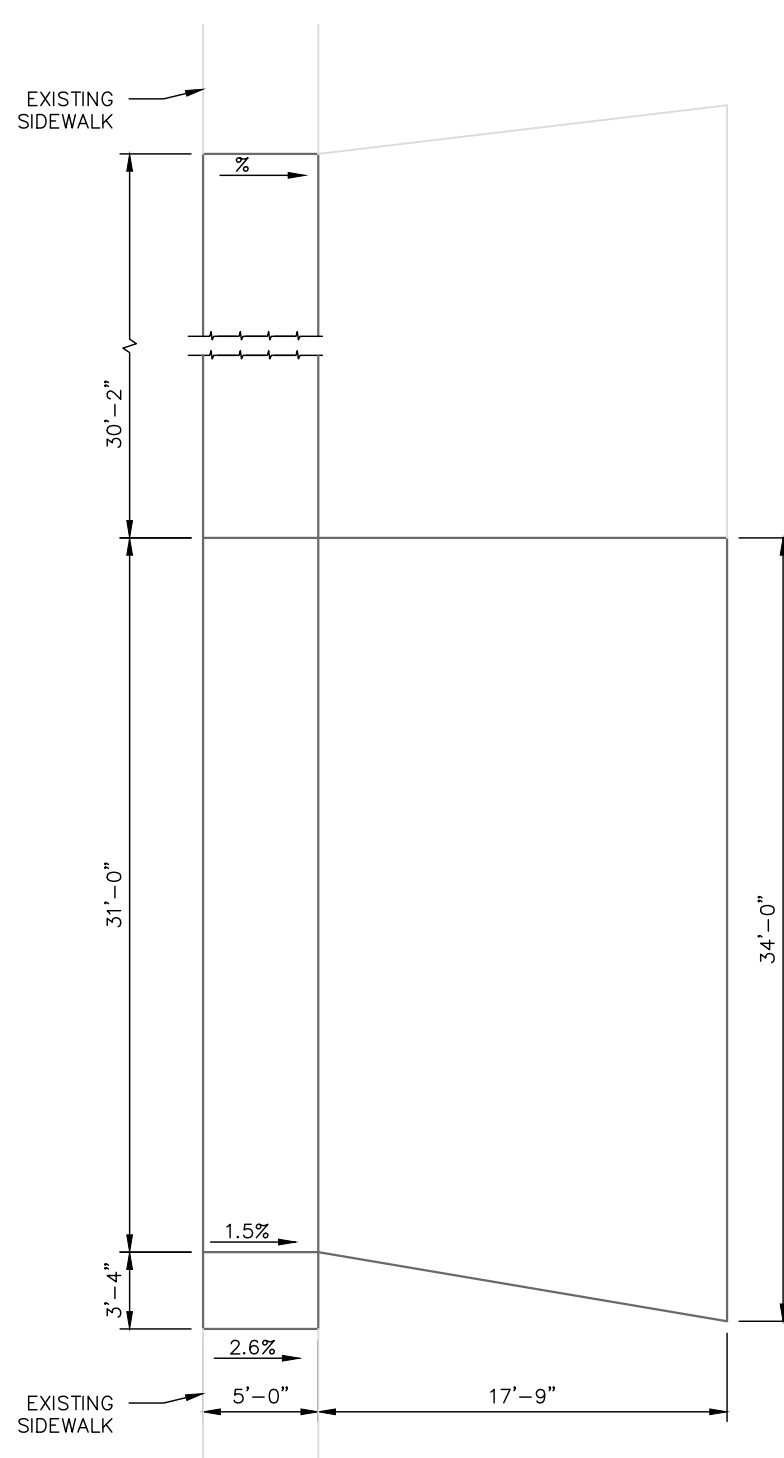
Z WASHINGTON & CAPITOL SOUTHWEST
SCALE: 1" = 100'



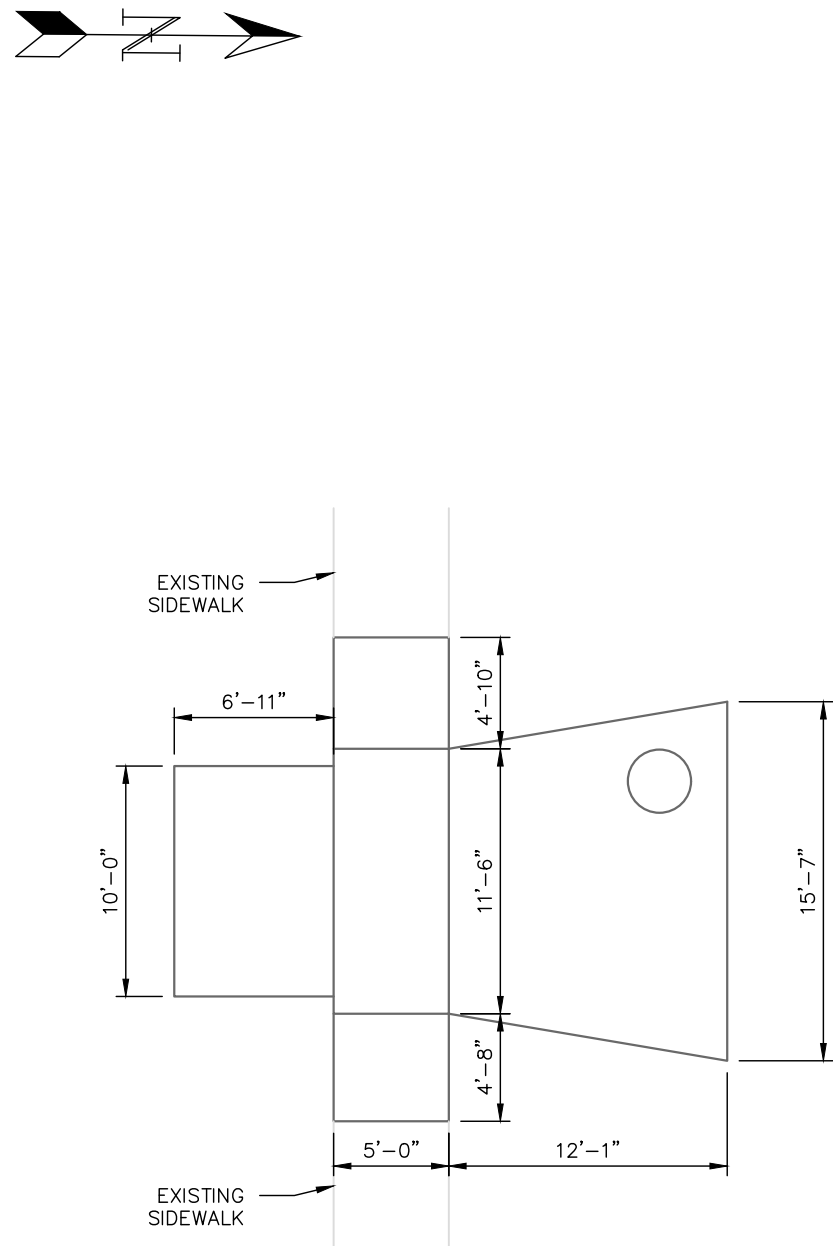
DESIGNED - JAE	REVISED- 5/11/20
DRAWN - JAE	REVISED-
CHECKED - JAE	REVISED-
DATE - 4/9/2020	REVISED-

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

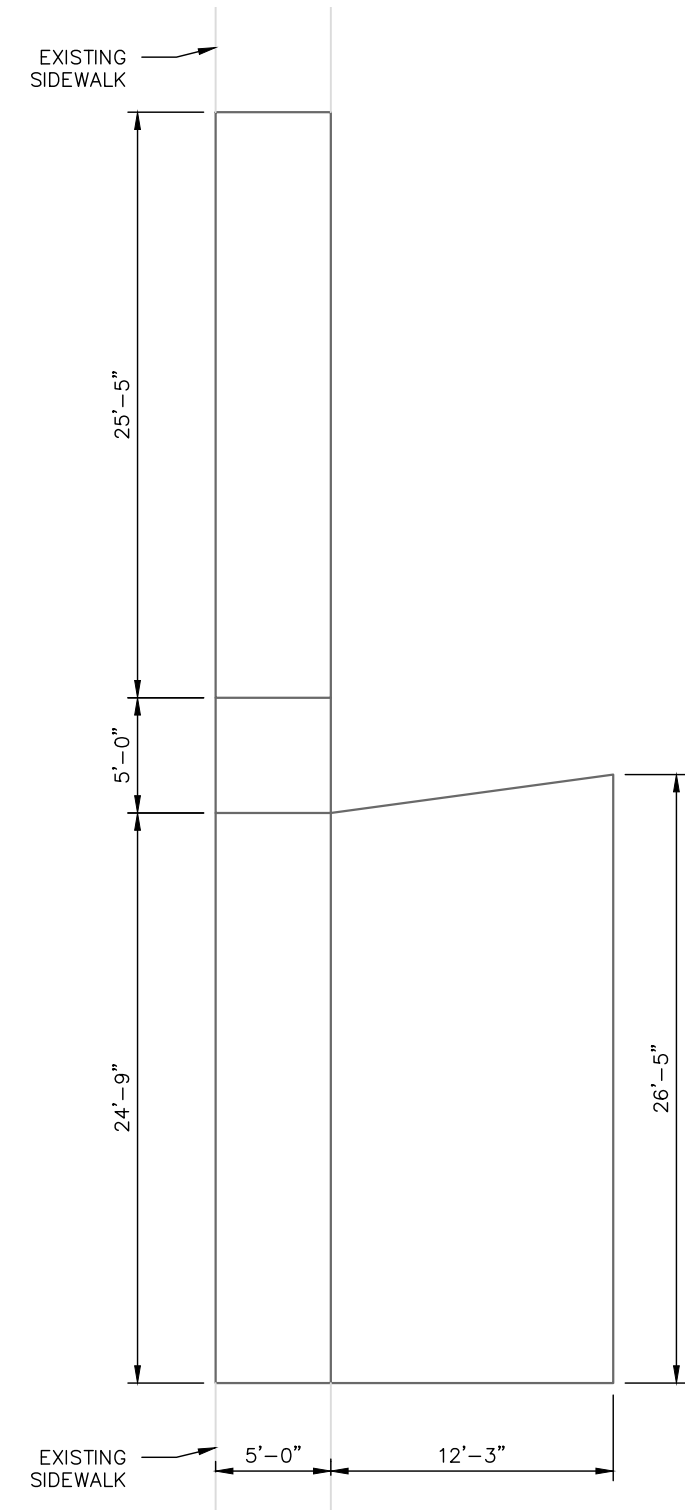
RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
VARIOUS	19-00195-00-SW	TAZEWELL	15	14
		CONTRACT NO.		Packet
ILLINOIS FEDERAL AID PROJECT				



1 DRIVEWAY DETAIL 1
SCALE: 1" = 100'



2 DRIVEWAY DETAIL 2
SCALE: 1" = 100'



3 DRIVEWAY DETAIL 3
SCALE: 1" = 100'



REQUEST FOR COUNCIL ACTION

Agenda Date: August 10, 2020
To: Council Members
From: Bruce Marston, Finance Director

AGENDA ITEM: Resolution No. 154-20/21 Midwest Transit Equipment Bus Lease

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: Following a request for proposals, the City awarded a contract to Midwest Transit Equipment for the lease of 10 handicap accessible school buses on March 23, 2020. The bid awarded was in the amount of \$166,168 per year for five (5) years.

The bid response from Midwest Transit Equipment specified that if the equipment were leased, a leasing company would purchase the equipment from Midwest Transit Equipment and lease it back to the City under the terms set forth in the bid response. TCF National Bank will act as the third party lessor for this transaction and has provided a draft lease-purchase agreement and accompanying documents for the City to review and execute.

After review of the initial authorizing resolution, it was found that the resolution did not designate the lease as a “qualified tax-exempt obligation”. Such a designation would be pursuant to Section 265(b) of the Internal Revenue Code, which would allow TCF to deduct expenses and interest related to the lease of the equipment to the City. TCF has requested that the City re-designate the lease as a “qualified tax-exempt obligation.”

The proposed resolution therefore corrects supersedes the prior resolution, reauthorizes the execution of a lease with TCF National Bank, and designates the transaction as a “qualified tax-exempt obligation.”

Staff recommends approval.

FINANCIAL IMPACT: This expense was originally approved at the 3/23/20 City Council meeting.

Requested Amount: \$166,168.00 Annually
 Line Item: 501-501-587001 Lease/Purchase Equipment
 Budgeted Amount: \$1,000,000.00
 Remaining Funds: \$271,457.00

IMPACT IF APPROVED: Bus Department will have a sufficient supply of buses for the coming school year

IMPACT IF DENIED: Bus Department will not have a sufficient supply of buses for the coming school year

ALTERNATIVES: None

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

5 Year CIP. The Five-Year Capital Improvement Plan reflects all current and future capital improvement needs of the City of Pekin. The Plan is designed to be updated annually by staff and submitted to the Council for review and approval prior to the annual budget process.

Enhance Code Enforcement Services. The Council understands the importance of a strong Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.

Business Friendly Community. The Council strives to bring new businesses to Pekin while helping to maintain and expand all existing businesses. It is therefore essential to work cooperatively to make Pekin a “Business-Friendly” Community.

Efficient and Effective Municipal Operations. A fundamental responsibility of elected officials, City Staff and Employees is the exercise of good stewardship over public funds. Therefore, it is important that municipal services be delivered with maximum efficiency and effectiveness.

Employee Residency. It is the goal of the Council to develop a policy that encourages more full-time non-union employees who participate in a City funded pension program to reside within the city limits of Pekin.

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Bruce Q Marston

Bruce Q Marston, Finance Director

8/4/2020

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

8/6/2020

Date:

WHEREAS, on March 23, 2020, the City Council approved Resolution No. 72-19/20 awarding a contract for the lease of ten (10) handicap accessible passenger school buses ("Buses") from Midwest Transit Equipment; and

WHEREAS, Midwest Transit Equipment is the vendor of the Buses and TCF National Bank shall act as Lessor under the lease for the Buses; and

WHEREAS, the City of Pekin is duly authorized by law to acquire the Buses by entering into a lease-purchase agreement with Lessor (the "Lease"); and

WHEREAS, the City Council of the City of Pekin hereby finds that the execution of the Lease for the purpose of leasing with the option to purchase the Buses is appropriate and necessary to carry out its operations and functions; and

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

NOW, THEREFORE, be it resolved by the City Council of the City of Pekin, Tazewell County, Illinois, that:

Section 1. The Mayor and/or the City Manager are hereby authorized and directed to enter into a lease with Lessor for the Buses and any contracts and agreements necessary and incidental thereto, in accordance with the terms of the bid awarded to Midwest Transit Equipment pursuant to Resolution No. 72-19/20 and in substantially the form set forth on the attached **Exhibit A**, with such changes as the Mayor and/or the City Manager, with the advice of the City Attorney, deems necessary and appropriate.

Section 2. The City Clerk is authorized and directed to attest to the Lease agreed to the by Mayor and/or the City Manager as set forth in Section 1 above.

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

Section 4. The City reasonably anticipates that it will not issue more than \$10,000,000.00 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 (26 U.S.C. ss 265(b)).

Section 5. This Resolution shall take effect immediately upon its passage and approval.

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of _____, 20____.

MAYOR

ATTEST:

CITY CLERK

CITY OF PEKIN REPURCHASE AGREEMENT

This agreement is made and entered into the May 7, 2020 between City of Pekin ("LESSEE") and Midwest Transit Equipment, Inc. ("BUYER").

The parties have entered into an agreement per LESSEE's Letter of Intent, by which the LESSEE has purchased the vehicles per Attachment 'A' from BUYER to be delivered by July 20, 2020.

Now therefore, in consideration of the mutual undertakings and of other good and valuable consideration the parties agree as follows:

1. LESSEE only shall have the option to resell to BUYER all or any portion of the vehicles listed on Attachment 'A' purchased by the LESSEE pursuant to the LESSEE's Letter of Intent, to the BUYER. If LESSEE elects the option to sell the "BUSES", the "BUSES" will be sold only to the BUYER, or Buyer may purchase the units directly from the lending source, LESSEE will have no further liability, with the exception of the return guidelines for lease return terms.
2. LESSEE shall exercise the option pursuant to this Agreement on or before October 1, 2024, by delivering by registered or certified mail to BUYER at its principal place of business a notice of intent to exercise such option.
3. LESSEE shall deliver the "BUSES", which is subject of this option, to BUYER no sooner than July 1, 2025, to be repurchased in an amount equal to the amount noted on Attachment "A" per each respective vehicle being sold to the BUYER. The repurchase price shall not be greater than the amount needed to satisfy the amount due to TCF Equipment Finance, Inc.
4. The "BUSES" delivered by LESSEE to BUYER pursuant to this Agreement, shall be in substantially the same condition as when delivered to LESSEE by BUYER, reasonable wear and tear excepted. The "BUSES" will be inspected by BUYER upon return to BUYER'S premises, and the LESSEE shall be liable to BUYER for any repairs to the "BUSES". See attached lease return guidelines.
5. Upon delivery of the "BUSES" by LESSEE to BUYER pursuant to this Agreement, LESSEE shall also deliver to BUYER all title documents duly endorsed.

ACCEPTED AND AGREED:

BUYER:

LESSEE:

MIDWEST TRANSIT EQUIPMENT, INC.

CITY OF PEKIN

Date:
146 W. Issert Drive
Kankakee, IL 60901

Date:

Attachment: Repurchase Agreement (2263 : Resolution No. 154-20/21 Midwest Transit Equipment Bus Lease)

**CITY OF PEKIN
REPURCHASE AGREEMENT**

ATTACHMENT 'A'

Qty	Description	Capacity	Body Numbers	Buyout Price
8	2021 IC CE	24+5	See attached	\$252,000
2	2021 IC CE	53+2	See attached	\$63,000



146 W ISSERT DR, KANKAKEE, IL 60901

Tel: (800) 933-2412 ♦ Fax: (815) 933-3966 ♦ www.midwesttransit.com

BILL TO

TCF NATIONAL BANK - 12533
11100 WAYZATA BLVD.
SUITE 801
MINNETONKA MN 55305

SALES INVOICE: V101011145

INVOICE DATE

4/30/2020

SALESPERSON

MATT LAWRENCE

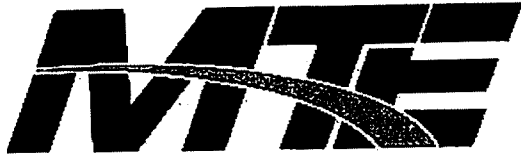
CUSTOMER REFERENCE

SHIP TO

PEKIN MUNICIPAL BUS - 19672
1130 KOCH ST.
PEKIN IL 61554

UNIT(S) FOR SALE

UNTID	YEAR - MAKE - MODEL - CAPACITY	SERIAL NUMBER / ITEM DESCRIPTION	PRICE
202086	2021 - IC - CE - 54+2	4DRBUPWP0MB403282	
		Vehicle - Price	104,780.00
			104,780.00
202087	2021 - IC - CE - 54+2	4DRBUPWP2MB403283	
		Vehicle - Price	104,780.00
			104,780.00
202088	2021 - IC - CE - 24+5	4DRBUPWP7MB155337	
		Vehicle - Price	106,628.00
			106,628.00
202089	2021 - IC - CE - 24+5	4DRBUPWP9MB155338	
		Vehicle - Price	106,628.00
			106,628.00
202090	2021 - IC - CE - 24+5	4DRBUPWP0MB155339	
		Vehicle - Price	106,628.00
			106,628.00
202091	2021 - IC - CE - 24+5	4DRBUPWP7MB155340	
		Vehicle - Price	106,628.00
			106,628.00
202092	2021 - IC - CE - 24+5	4DRBUPWP9MB155341	
		Vehicle - Price	106,628.00
			106,628.00
202093	2021 - IC - CE - 24+5	4DRBUPWP0MB155342	
		Vehicle - Price	106,628.00
			106,628.00
202094	2021 - IC - CE - 24+5	4DRBUPWP2MB155343	
		Vehicle - Price	106,628.00
			106,628.00
202095	2021 - IC - CE - 24+5	4DRBUPWP4MB155344	
		Vehicle - Price	106,628.00
			106,628.00



MIDWEST TRANSIT EQUIPMENT

146 W ISSERT DR, KANKAKEE, IL 60901

Tel: (800) 933-2412 ♦ Fax: (815) 933-3966 ♦ www.midwesttransit.com

BILL TO

TCF NATIONAL BANK - 12533
11100 WAYZATA BLVD.
SUITE 801
MINNETONKA MN 55305

SALES INVOICE: V101011145

INVOICE DATE	SALESPERSON	CUSTOMER REFERENCE
4/30/2020	MATT LAWRENCE	

SHIP TO

PEKIN MUNICIPAL BUS - 19672
1130 KOCH ST.
PEKIN IL 61554

Sales Price		1,062,584.00
TAX	+	0.00
	+	
Total Price	=	1,062,584.00
	-	
Less Deposit or Down Payment	-	0.00
Unpaid Balance/Amount to Finance	=	1,062,584.00

Please Remit Payment To:
MIDWEST TRANSIT EQUIPMENT, INC.
146 W ISSERT DRIVE
KANKAKEE, IL 60901

x _____
Buyer Signature

Date

x _____
Seller Signature

Date



ACCEPTANCE GUIDELINES FOR RETURN OF LEASED OR BUYBACK VEHICLES

LEASE-END:

MIDWEST TRANSIT WANTS TO MAKE SURE THAT YOUR END-OF-LEASE EXPERIENCE IS AS CONVENIENT AND HASSLE FREE AS POSSIBLE. TO HELP YOU THROUGH OUR LEASING PROCESS WE HAVE CREATED SOME BASIC GUIDELINES FOR YOU TO FOLLOW.

PREVENTION OF WEAR AND USE:

ALWAYS ABIDE BY AND STAY IN ACCORDANCE TO THE MANUFACTURER'S RECOMMENDATIONS. TO MAINTAIN YOUR VEHICLE AND KEEP IT IN GOOD CONDITION:

- CHANGE THE OIL AND OIL FILTER REGULARLY BASED ON MILEAGE AND HOURLY REQUIREMENTS
- ROTATE TIRES AND MAINTAIN TIRE PRESSURE
- INSPECT AND REPLACE BELTS AND HOSES
- MAINTAIN FLUID LEVELS
- WASH BUS THOROUGHLY UNDERNEATH, ESPECIALLY AREAS WHERE SALT IS SPREAD FROM MELTING OF SNOW AND ICE
- POWERWASHERS AND HOSES ARE NOT TO BE USED ON INTERIOR OF THE BUS

MILEAGE LIMIT:

IF YOU SURPASS THE MILEAGE ALLOWANCE FOR YOUR LEASE TERM, YOU WILL BE SUBJECT TO A PREDETERMINED MILEAGE FEE AS OUTLINED IN THESE GUIDELINES.

WEAR AND TEAR GUIDELINES:

AS YOU NEAR THE END OF YOUR LEASE, IT'S IMPORTANT THAT YOU UNDERSTAND THE RESPONSIBILITIES FOR YOUR VEHICLE MAINTENANCE AND REPAIR USE. THE FOLLOWING GUIDELINES SHOULD BE USED TO APPRAISE THE CONDITION OF YOUR VEHICLE. ANY VEHICLE RETURNED WITH "NORMAL WEAR AND TEAR" WILL BE ACCEPTABLE.

NOTE:

LESSEE WILL RETURN THE BUSES TO THE DISTRIBUTOR WHO FURNISHED THE BUSES TO LESSEE ON THE INSTRUCTIONS OF LESSOR. ALL THE EQUIPMENT AND ACCESSORIES ORIGINALLY FURNISHED WITH THE BUSES WILL BE IN PLACE AND IN GOOD OPERATING CONDITION. IF THE LESSOR/DISTRIBUTOR HAS TO PERFORM REPAIRS FOR THE FOLLOWING DEFECTS, THE LESSEE WILL BE RESPONSIBLE FOR PAYMENT AT THE TIME OF INVOICE.

"NORMAL WEAR AND TEAR" WILL NOT INCLUDE:

- TIRES WITH LESS SEVEN THIRTYSECONDS (7/32) OF TREAD REMAINING
- MISMATCHED TIRES (SIZES AND TYPES)
- TIRES WHICH ARE RE-CAPPED, DAMAGED, GOUGED, CUT OR DETERMINED BY DISTRIBUTOR TO BE IN AN UNSAFE OPERATING CONDITION
- BRAKE SHOES AND PADS MUST HAVE BEEN REPLACED WITHIN 15,000 MILES OF WHEN EACH BUS IS RETURNED TO THE LESSOR
- BODY CREASED, GOUGES, DENTS, OR NON-BUFFABLE PAINT SCRATCHES OR SCUFFS. EXCESSIVE BODY DIMPLES AND/OR DINGS REQUIRING METAL AND/OR PAINT WORK TO RESTORE TO ACCEPTABLE "NORMAL" CONDITION
- ANY PAINT DAMAGE DUE TO SANDBLASTING, HAIL, ROAD TAR, TREE SCRAPES, AND/OR CHEMICAL FALLOUT
- ANY DEFECTIVE PAINT OR BODY REPAIRS DUE TO SUB-STANDARD REPAIRS, MUST BE ORIGINAL EQUIPMENT MANUFACTURER (OEM) PARTS
- ANY LESSEE APPLIED PAINT OF IDENTIFICATION WHICH CANNOT BE REMOVED WITHOUT METAL AND/OR PAINT WORK

- ANY DAMAGE TO INTERIOR LINING, BULKHEADS, SCUFF PLATES, LIGHTS, ROOF BOWS OR SUPPORTS, INCLUDING BUT NOT LIMITED TO CRACKS, BREAKS, TEARS, GOUGES, OR ANY OTHER DAMAGE WHICH MAKES VEHICLE UNABLE TO PASS ANY STATE OR LOCAL SAFETY INSPECTION
- BROKEN AND/OR INOPERATIVE FRONT, REAR, OR SIDE LIGHT(S), MARKER(S), OR REFLECTOR(S)
- BENT, TWISTED, DENTED, DINGED, OR GOUGED BUMPER(S) AND/OR DOOR(S)
- ANY HOLES OR OTHER MODIFICATIONS MADE TO THE VEHICLE, WHETHER INTERIOR OR EXTERIOR, FOR THE INSTALLATION OF ANY ADDITIONAL EQUIPMENT BY THE LESSEE AND/OR DRIVER(S) OF THE VEHICLE WHICH ARE NOT COMPLETELY REMOVED AND/OR REPAIRED
- ANY MECHANICAL REPAIRS ON ANY COMPONENTS OR SUSPENSION WHICH MAY BE REQUIRED DUE TO ABUSE, ACCIDENT, NEGLIGENCE, OR THE LACK OF PROPER MAINTENANCE, OR ANY REPAIRS REQUIRED WHICH ARE NOT CONSIDERED "NORMAL WEAR AND TEAR"
- EACH BUS MUST HAVE A CURRENT STATE INSPECTION STICKER WITH AN EXPIRATION DATE AT LEAST THREE MONTHS FOLLOWING THE MONTH IN WHICH THE BUS IS RETURNED TO LESSOR. EACH BUS MUST BE CLEAR OF MECHANICS' AND OTHER LIENS
- TORN, PUNCTURED, BURNED, VANDALIZED OR OTHERWISE DAMAGED UPHOLSTERY WILL BE REPLACED PRIOR TO RETURNING THE BUS TO THE LESSOR/DISTRIBUTOR
- WINDSHIELD CRACKS OR STARS MORE THAN ¼" DIAMETER OR ANY CRACKS OR STARS WITHIN THE SWEEP OF THE WINDSHIELD WIPERS
- BUS IS TO BE CLEANED INSIDE AND OUT, FLOORS FREE FROM GUM, TAR, AND GARBAGE. EXTERIOR SHALL BE CLEAN
- FLOORS TO BE FREE FROM ALL SPORTS SHOE SPIKE DAMAGE OR STAINS FROM SPILLS OF LIQUIDS
- MILEAGE ALLOWANCE ANNUALLY = 12,000 . .35 PER MILE WILL BE ASSESSED TO THE LESSEE IF MILEAGE OVER THE ALLOWABLE AMOUNT, DUE UPON RECEIPT OF INVOICE
- SANTANDER LEASING HAS ASSIGNED MIDWEST TRANSIT EQUIPMENT AS ITS AGENT FOR THE INSPECTION OF THESE BUSES UPON RETURN

DISTRIBUTOR: MIDWEST TRANSIT EQUIPMENT

LESSEE:

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____



MASTER EQUIPMENT LEASE PURCHASE AGREEMENT NO. 0752516L

Master Equipment Lease Purchase Agreement Number 0752516L Dated May 6, 2020	
"Lessee"	
City of Pekin, 111 S. Capitol Street, Pekin, IL 61554	
Fax: (309) 346-2095	E-mail:
"Lessor"	
TCF National Bank, 11100 Wayzata Blvd, Suite 801, Minnetonka, MN 55305	
Fax: (800) 844-3577	E-mail: TCFCSCustomerService@tcfbank.com

RECITALS:

1. Lessee desires to lease certain property from the Lessor described in the schedules to this Agreement that are to be executed from time to time by the parties hereto (such schedules, whether now or hereafter executed, are hereby incorporated herein and are hereinafter collectively referred to as the "Schedules," and the items of property leased to Lessee hereunder, together with all substitutions, proceeds, replacement parts, repairs, additions, attachments, accessories and replacements thereto, thereof or therefor, are hereinafter collectively referred to as the "Equipment") subject to the terms and conditions of and for the purposes set forth in this Agreement.
2. The relationship between the parties shall be a continuing one and items of property may be added to or deleted from the Equipment from time to time by execution of additional Schedules by the parties hereto and as otherwise provided herein.
3. Lessee is authorized under the constitution and laws of the State to enter into this Agreement for the purposes set forth herein.

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Master Equipment Lease Purchase Agreement No. 0752516L including the Schedules and any other schedule, exhibit or escrow agreement made a part hereof by the parties hereto, together with any amendments to this Agreement.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commencement Date" means, with respect to any Schedule, the date when the term of this Agreement with respect to that Schedule and Lessee's obligation to pay rent under that Schedule commence, which date (a) Lessee hereby authorizes Lessor to fill in on the executed payment scheduled attached to each Schedule, and (b) shall be the earlier of (i) the date on which the Equipment listed in that Schedule is accepted by Lessee in the manner described in **Section 5.01**, or (ii) the date on which sufficient moneys to purchase the Equipment listed in that Schedule are deposited for that purpose with an escrow agent.

"Equipment" means the property described in a Schedule and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto. Whenever reference is made in this Agreement to Equipment listed in a Schedule, that reference shall be deemed to include all replacements, repairs, restorations, modifications and improvements of or to that Equipment.

"Event of Default" means, with respect to any Lease, an Event of Default described in **Section 12.01**.

"Issuance Year" is the calendar year in which the Commencement Date occurs.

"Lease" means an individual Schedule and this Agreement.

"Lease Term" means, with respect to any Lease, the Original Term and all Renewal Terms of that Lease, but ending on the occurrence of the earliest event specified in **Section 3.03**.

"Lessee" means the entity described as such in the header of this Agreement, its successors and its assigns.

“Lessor” means, with respect to each Schedule and the Lease of which that Schedule is a part, (i) if Lessor’s interest in, to and under that Schedule has not been assigned pursuant to **Section 11.01**, the entity described as such in the header of this Agreement or its successor, or (ii) if Lessor’s interest in, to and under that Schedule has been assigned pursuant to **Section 11.01**, the assignee thereof or its successor.

“Maximum Lease Term” means, with respect to any Lease, the Original Term and all Renewal Terms through the Renewal Term including the last Rental Payment Date set forth on the Schedule that is part of that Lease.

“Net Proceeds” means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorneys’ fees) incurred in the collection of such claim or award.

“Original Term” means, with respect to any Lease, the period from the first Commencement Date for any Schedule under that Lease until the end of the fiscal year of Lessee in effect at that Commencement Date.

“Purchase Price” means the amount set forth on any Schedule that Lessee may, at its option, pay to Lessor to purchase the Equipment listed on that Schedule.

“Renewal Terms” means, with respect to any Lease, the optional renewal terms of that Lease, each having a duration of one year and a term co-extensive with Lessee’s fiscal year.

“Rental Payment Dates” means the dates set forth in the Schedules on which Rental Payments are due.

“Rental Payments” means the basic rental payments payable by Lessee pursuant to **Section 4.01**.

“Schedule” means any schedule to this Agreement, executed from time to time by the parties hereto.

“State” means the State of Lessee's organization.

“Vendor” means a manufacturer of Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased or is purchasing Equipment.

ARTICLE II REPRESENTATIONS AND COVENANTS OF LESSEE

Section 2.01. Representations and Covenants of Lessee. Lessee represents, warrants and covenants for the benefit of Lessor as follows:

(a) Lessee is a political subdivision duly organized and existing under the constitution and laws of the State. Lessee will do or cause to be done all things to preserve and keep in full force and effect its existence as a body corporate and politic. Lessee has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power.

(b) Lessee is authorized under the constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby and to perform all of its obligations hereunder.

(c) Lessee has been duly authorized to execute and deliver this Agreement by proper action and approval of its governing body at a meeting duly called, regularly convened and attended throughout by a requisite majority of the members thereof or by other appropriate official approval.

(d) This Agreement constitutes the legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors’ rights generally.

(e) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof.

(f) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the current fiscal year and to meet its other obligations under this Agreement, and such funds have not been expended for other purposes.

(g) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder.

(h) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best knowledge of Lessee is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement or materially adversely affect the financial condition or properties of Lessee.

(i) All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by Lessee of this Agreement or in connection with the carrying out by Lessee of its obligations hereunder have been obtained.

(j) The entering into and performance of this Agreement or any other document or agreement contemplated hereby to which Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance on any assets of Lessee or the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound, except as herein provided.

(k) The Equipment is essential to the function of Lessee or to the service Lessee provides to its citizens. Lessee has an immediate need for, and expects to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future. The Equipment will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of Lessee's authority.

(l) Neither the payment of the Rental Payments hereunder nor any portion thereof is (i) secured by any interest in property used or to be used in a trade or business of a non-exempt person (within the meaning of Section 103 of the Code) or in payments in respect of such property or (ii) derived from payments in respect of property, or borrowed money, used or to be used in a trade or business of a non-exempt person (within the meaning of Section 103 of the Code). No portion of the Equipment will be used directly or indirectly in any trade or business carried on by any non-exempt person (within the meaning of Section 103 of the Code).

(m) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103 and 141-150 thereof, and the applicable regulations of the Treasury Department that relate to each Lease in order to establish and maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation. In furtherance of the foregoing, Lessee covenants and agrees to prepare (or engage a tax professional to prepare on Lessee's behalf) and file all necessary informational returns on a timely basis with the IRS, including, but not limited to, IRS Series 8038 Forms, which must generally be filed on or before the 15th of the 2nd calendar month after the close of the calendar quarter in which the Commencement Date occurs. Lessee agrees to provide Lessor with copies of all such filed returns relating to each Lease contemporaneously with their filing. If Lessee fails to file the necessary informational returns with the IRS on a timely basis, Lessee hereby authorizes Lessor to engage a tax professional of Lessor's choosing to complete the required returns on Lessee's behalf and at Lessee's expense, which Lessee agrees to execute and file. If Lessee files informational returns containing incorrect or incomplete information, Lessee hereby authorizes Lessor to engage a tax professional of Lessor's choosing to file an amendment to the incorrect or incomplete informational return on Lessee's behalf and at Lessee's expense, which Lessee agrees to execute and file.

(n) Lessee will use the proceeds of this Agreement as soon as practicable and with all reasonable dispatch for the purpose for which this Agreement has been entered into. No part of the proceeds of this Agreement will be invested in any securities, obligations or other investments or used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of this Agreement, would have caused any portion of this Agreement to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code and the applicable regulations of the Treasury Department.

(o) Lessee represents and warrants that it is a governmental unit under the laws of the State; this Agreement is not a private activity bond as defined in Section 141 of the Code, and 95% or more of the net proceeds of this Agreement will be used for local governmental activities of Lessee.

(p) Lessee has never failed to pay payments coming due under any bond issue, lease purchase agreement or other indebtedness obligation of Lessee.

(q) The useful life of the Equipment will not be less than the Maximum Lease Term.

(r) The application, statements and credit or financial information reviewed by Lessor are true and correct and made to induce Lessor to enter into this Agreement and the escrow agreement, if any, and Lessee has experienced no material change in its financial condition since the date(s) of such information.

(s) Lessee shall pay the excess (if any) of the actual costs of acquiring the Equipment under the Agreement over the amount deposited by Lessor in the escrow fund, if any, established under any related escrow agreement and interest earnings thereon.

(t) Lessee understands and acknowledges that Lessor has not acted and will not act as a fiduciary for Lessee or as Lessee's agent or municipal advisor; Lessor has not and will not provide financial, legal, tax, accounting or other advice to Lessee or to any financial advisor or placement agent engaged by Lessee with respect to this Agreement. Lessee, its financial advisor, placement agent or municipal advisor, if any, shall each seek and obtain its own financial, legal, tax, accounting and other advice with respect to this Agreement from its own advisors (including as it relates to structure, timing, terms and similar matters).

Section 2.02. Conditions to Lessor's Performance under Schedules. As a prerequisite to the performance by Lessor of any of its obligations pursuant to the execution and delivery of any Schedule, Lessee shall deliver to Lessor the following:

(a) An Opinion of Counsel to Lessee, in form and substance acceptable to Lessor in its sole discretion, respecting such Schedule.

(b) A Lessee's Closing Certificate executed by the Clerk or Secretary or other comparable officer of Lessee, in form and substance acceptable to Lessor in its sole discretion, completed to the satisfaction of Lessor.

(c) An Essential Use Certificate executed by a duly authorized officer of Lessee, in form and substance acceptable to Lessor in its sole discretion, completed to the satisfaction of Lessor.

(d) All documents, including financing statements, affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate at that time pursuant to **Section 6.02**.

(e) Such other items, if any, as are set forth in such Schedule or are reasonably required by Lessor.

This Agreement is not a commitment by Lessor to enter into any Schedule not currently in existence, and nothing in this Agreement shall be construed to impose any obligation upon Lessor to enter into any proposed Schedule, it being understood that whether Lessor enters into any proposed Schedule shall be a decision solely within Lessor's discretion.

Lessee will cooperate with Lessor in Lessor's review of any proposed Schedule. Without limiting the foregoing, Lessee will provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Schedule. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

ARTICLE III LEASE OF EQUIPMENT

Section 3.01. Lease of Equipment. Lessor hereby demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment listed in each Schedule in accordance with the provisions of this Agreement and that Schedule for the Lease Term for the Lease of which that Schedule is a part.

Section 3.02. Lease Term. The Original Term of each Lease will commence on the Commencement Date and will terminate on the last day of Lessee's current fiscal year. The Lease Term for each Lease may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal Term for an additional Renewal Term up to the Maximum Lease Term for that Lease. At the end of the Original Term and at the end of each Renewal Term until the Maximum Lease Term has been completed for a Lease, Lessee will be deemed to have exercised its option to continue that Lease for the next Renewal Term unless Lessee has terminated that Lease pursuant to **Section 3.03** or **Section 10.01**. The terms and conditions during any Renewal Term will be the same as the terms and conditions during the Original Term, except that the Rental Payments will be as provided in the Schedules.

Section 3.03. Termination of Lease Term. The Lease Term for each Lease will terminate upon the earliest of any of the following events:

- (a) the expiration of the Original Term or any Renewal Term of that Lease and the nonrenewal of that Lease in the event of nonappropriation of funds pursuant to **Section 3.05**;
- (b) the exercise by Lessee of the option to purchase the Equipment granted under that Lease under the provisions of **Article X** and payment of the Purchase Price and all amounts payable in connection therewith;
- (c) a default by Lessee and Lessor's election to terminate that Lease under **Article XII**; or
- (d) the payment by Lessee of all Rental Payments required to be paid by Lessee under that Lease when such payments are due through the expiration of the Maximum Lease Term.

Section 3.04. Continuation of Lease Term. Lessee currently intends, subject to the provisions of **Section 3.05** and **Section 4.04**, to continue the Lease Term for each Lease through the Original Term and all of the Renewal Terms and to pay the Rental Payments hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Maximum Lease Term for each Lease can be obtained. The responsible financial officer of Lessee will do all things lawfully within his or her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such Rental Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend a Lease for any Renewal Term is solely within the discretion of the then current governing body of Lessee.

Section 3.05. Nonappropriation. Lessee is obligated only to pay such Rental Payments under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current fiscal year. In the event sufficient funds will not be appropriated or are not otherwise legally available to pay the Rental Payments required to be paid under a Lease in the next occurring Renewal Term, that Lease will be deemed to be terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice will not extend the Lease Term beyond such Original Term or Renewal Term. If a Lease is terminated in accordance with this Section, Lessee agrees, at Lessee's cost and expense, to peaceably deliver the Equipment then subject to that Lease to Lessor at the location or locations specified by Lessor.

ARTICLE IV RENTAL PAYMENTS

Section 4.01. Rental Payments. Lessee will pay Rental Payments, exclusively from legally available funds, in lawful money of the United States of America to Lessor in the amounts and on the dates set forth in the Schedules without notice or demand. Rental Payments will be in consideration for Lessee's use of the Equipment during the fiscal year in which such payments are due. Any Rental Payment not received on or before its due date will be assessed a late payment fee of 10% or the maximum amount permitted by law, whichever is less, from its due date. Lessee agrees to pay Lessor a fee, in an amount determined by Lessor, not to exceed the maximum amount from time to time permitted by applicable law, for any check or automatic payment withdrawal request that is returned to Lessor because of insufficient funds available in Lessee's account or a stop payment.

In the event that it is determined that any of the interest components of Rental Payments may not be excluded from gross income for purposes of federal income taxation, Lessee agrees to pay to Lessor promptly after any such determination and on each Rental Payment Date thereafter an additional amount determined by Lessor to compensate Lessor for the loss of such excludability (including without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive absent manifest error.

Section 4.02. Interest Component. As set forth on the payment schedules attached to the Schedules, a portion of each Rental Payment is paid as, and represents payment of, interest.

Section 4.03. Rental Payments To Be Unconditional. Except as provided in **Section 3.05**, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained herein shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Equipment to be delivered or installed, any defects, malfunctions, breakdowns or infirmities in the equipment or any accident, condemnation or unforeseen circumstances.

Section 4.04. Rental Payments to Constitute a Current Expense of Lessee. The obligation of Lessee to pay Rental Payments hereunder will constitute a current expense of Lessee, are from year to year and do not constitute a mandatory payment obligation of Lessee in any fiscal year beyond the then current fiscal year of Lessee. Lessee's obligation hereunder will not in any way be construed to be an indebtedness of Lessee in contravention of any applicable constitutional, charter or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor will anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of Lessee.

ARTICLE V EQUIPMENT

Section 5.01. Delivery, Installation and Acceptance of the Equipment. Lessee will order the Equipment, cause the Equipment to be delivered and installed at the location specified in the applicable Schedule and pay any and all costs, charges, expenses and obligations of every kind and nature incurred regarding the importation, shipment, delivery, possession, use, lease, return, repossession, storage and transfer of any of Equipment. When the Equipment listed in any Schedule has been delivered and installed, Lessee will immediately inspect such Equipment and accept such Equipment after Lessee, in its sole discretion, determines that such Equipment is satisfactory, and evidence said acceptance by executing and delivering to Lessor an acceptance certificate in form and substance acceptable to Lessor. After it has been installed, the Equipment will not be moved from the location specified in the applicable Schedule, or if rolling stock, its permanent base will not be changed, without Lessor's consent, which consent will not be unreasonably withheld. If Lessor, in its discretion, pays any tax, fee, charge or other amount described in this paragraph, Lessee shall reimburse Lessor therefor on demand, together with Lessor's administrative and other costs of paying and invoicing such amounts and, if Lessee fails to pay Lessor any such amount within ten (10) days of such demand, Lessee shall pay interest thereon until paid at the rate of 18% per annum or the maximum rate allowable by law, whichever is less.

Section 5.02. Enjoyment of Equipment. Lessor hereby covenants to provide Lessee with quiet use and enjoyment of the Equipment during the Lease Term, and Lessee will peaceably and quietly have and hold and enjoy the Equipment during the Lease Term, without suit, trouble or hindrance from Lessor, except as otherwise expressly set forth in this Agreement.

Section 5.03. Right of Inspection. Lessor will have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

Section 5.04. Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee will obtain all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body; provided, however, that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Equipment or its interest or rights under this Agreement.

Section 5.05. Maintenance of Equipment; Alterations. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition. Lessor will have no responsibility to maintain, repair or make improvements or additions to the Equipment. If any item of Equipment is such as is customarily covered by a maintenance contract, Lessee will enter into a maintenance contract for that Equipment with the applicable Vendor. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

ARTICLE VI TITLE TO EQUIPMENT; SECURITY INTEREST

Section 6.01. Title to the Equipment. During the Lease Term, title to the Equipment and any and all additions, repairs, replacements or modifications will vest in Lessee, subject to the rights of Lessor under this Agreement; provided that title to the Equipment that is subject to any Lease will thereafter immediately and without any action by Lessee vest in Lessor, and Lessee will immediately surrender possession of the Equipment to Lessor upon (a) any termination of that Lease other than termination pursuant to **Section 10.01** (including but not limited to any termination pursuant to **Section 3.05**) or (b) the occurrence of an Event of Default with respect to that Lease. It is the intent of the parties hereto that any transfer of title to Lessor pursuant to this Section will occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee will, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer. Lessee, irrevocably designates, makes, constitutes and appoints Lessor and its assignee as Lessee's true and lawful attorney (and agent in-fact) with power, at such time of termination or times thereafter as Lessor in its sole and absolute discretion may determine, in Lessee's or Lessor's or such assignee's name, to endorse the name of Lessee upon any bill of sale, document, instrument, invoice, freight bill, bill of lading or similar document relating to the Equipment in order to vest title in Lessor and transfer possession to Lessor.

Section 6.02. Security Interest. To secure the payment of all of Lessee's obligations under this Agreement and to the extent permitted by law, Lessee grants to Lessor a first and prior security interest in the Equipment and on all additions, attachments and accessions thereto and substitutions therefor and proceeds therefrom. Lessee agrees to execute such additional documents in form satisfactory to Lessor, that Lessor deems necessary or appropriate to establish and maintain its security interest. Lessee agrees that financing statements may be filed with respect to the security interest in the Equipment created herein.

As further security therefor, Lessee grants to Lessor a first priority security interest in the cash and negotiable instruments from time to time comprising each escrow fund established under any related escrow agreement and all proceeds (cash and non-cash) thereof, and agrees with respect thereto that Lessor shall have all the rights and remedies of a secured party.

Section 6.03. Personal Property. Lessor and Lessee agree that the Equipment is and will remain personal property. The Equipment will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to such real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

ARTICLE VII ADDITIONAL COVENANTS

Section 7.01. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee will keep the Equipment free and clear of all liens, charges and encumbrances, except those created under this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all property taxes and other similar charges. If the use, possession or acquisition of the Equipment is found to be subject to taxation in any form, Lessee will pay all taxes and governmental charges lawfully assessed or levied against or with respect to the Equipment. Lessee will pay all utility and other charges incurred in the use and maintenance of the Equipment. Lessee will pay such taxes and charges as the same become due; provided that, with respect to any such taxes and charges that may lawfully be paid in installments over a period of years, Lessee will be obligated to pay only such installments that accrue during the Lease Term.

Section 7.02. Insurance. At its own expense, Lessee will maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount at least equal to the then applicable Purchase Price of the Equipment, and (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor with a minimum limit of \$5,000,000.00 combined single limit or such greater amount as may be prescribed by any applicable state law specifying minimum insurance requirements; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses (a) and (b) of this Section. If required by Lessor, Lessee shall also provide to Lessor payment and performance bonds naming Lessor as a dual obligee and issued by a surety company rated "A" or better by AM Best. All insurance proceeds from casualty losses will be payable as hereinafter provided. Lessee will furnish to Lessor certificates evidencing such coverage throughout the Lease Term.

All such casualty and liability insurance will be with insurers that are acceptable to Lessor, will name Lessor as a loss payee and additional insured and will contain a provision to the effect that such insurance will not be cancelled or modified materially without first giving written notice thereof to Lessor at least thirty days in advance of such cancellation or modification. All such casualty insurance will contain a provision making any losses payable to Lessee and Lessor, as their respective interests may appear.

Section 7.03. Advances. In the event Lessee fails to maintain the insurance required by this Agreement, pay taxes or charges required to be paid by it under this Agreement or fails to keep the Equipment in good repair and operating condition, Lessor may (but will be under no obligation to) purchase the required policies of insurance and pay the cost of the premiums thereof, pay such taxes and charges and make such Equipment repairs or replacements as are necessary and pay the cost thereof. All amounts so advanced by Lessor will become additional rent for the then current Original Term or Renewal Term. Lessee agrees to pay such amounts with interest thereon from the date paid at the rate of 18% per annum or the maximum permitted by law, whichever is less.

Section 7.04. Financial Information. Lessee will annually provide Lessor with current financial statements, budgets and proofs of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue this Agreement as may be requested by Lessor.

Section 7.05. Release and Indemnification. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such property damage be to Lessee's

property or the property of others which is proximately caused by the negligent conduct of Lessee, its officers, employees or agents. To the extent permitted by law, Lessee will indemnify, protect and hold harmless Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith (including, without limitation, counsel fees and expenses and any federal income tax and interest and penalties connected therewith imposed on interest received) arising out of or as the result of (a) the entering into this Agreement, (b) the ownership of any item of Equipment, (c) the manufacturing, ordering, acquisition, maintenance, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment, (d) any accident in connection with the operation, maintenance, use, condition, possession, storage or return of any item of Equipment resulting in damage to property or injury or death to any person or (e) the breach of any covenant herein or any material misrepresentation contained herein. The indemnification arising under this paragraph will continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of any Lease Term for any reason.

ARTICLE VIII DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS

Section 8.01. Risk of Loss. Lessee assumes, from and including the Commencement Date, all risk of loss of or damage to the Equipment from any cause whatsoever. No such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof will relieve Lessee of the obligation to make Rental Payments or to perform any other obligation under this Agreement.

Section 8.02. Damage, Destruction and Condemnation; Use of Net Proceeds. If (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Equipment or any part thereof or the interest of Lessee or Lessor in the Equipment or any part thereof will be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment, unless Lessee has exercised its option to purchase the Equipment pursuant to **Section 10.01**. Any balance of the Net Proceeds remaining after such work has been completed will be paid to Lessee.

Section 8.03. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in **Section 8.02**, Lessee will either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) purchase Lessor's interest in the Equipment pursuant to **Section 10.01**. If Lessee will make any payments pursuant to this Section, Lessee will not be entitled to any reimbursement therefor from Lessor nor will Lessee be entitled to any diminution of the amounts payable under **Article IV**.

ARTICLE IX WARRANTIES

Section 9.01. Disclaimer of Warranties. *LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE OF THE EQUIPMENT OR AGAINST INFRINGEMENT, OR ANY OTHER WARRANTY OR REPRESENTATION WITH RESPECT THERETO. LESSEE HEREBY WAIVES ANY CLAIM IT MIGHT HAVE AGAINST LESSOR FOR ANY LOSS, DAMAGE OR EXPENSE CAUSED BY THE EQUIPMENT OR BY ANY DEFECT THEREIN, OR BY THE USE OR MAINTENANCE OF, OR SERVICING OR ADJUSTMENT TO, THE EQUIPMENT AND, AS TO LESSOR, LEASES THE EQUIPMENT AS-IS AND WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY ACTUAL, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OR MAINTENANCE OF ANY EQUIPMENT OR SERVICES PROVIDED FOR IN THIS AGREEMENT.*

Section 9.02. Vendor's Warranties. Lessee acknowledges that Lessor is not a dealer or manufacturer of Equipment of any kind and is not the seller of the Equipment, and that each unit of Equipment is of a type, size, design and capacity selected solely by Lessee. Lessee also acknowledges that Lessor finances the Equipment without any obligation to install, test, erect, service or maintain the Equipment. The only warranty applicable to any Equipment is the Vendor's warranty and Lessor makes no warranty of any kind to Lessee. Lessee may have rights under the contract evidencing the purchase of the Equipment; Lessee is advised to contact the applicable Vendor for a description of any such rights. To the extent such warranties are transferable and so long as an Event of Default has not occurred and is not continuing hereunder, Lessor hereby assigns to Lessee during the Lease Term all warranties running from Vendor to Lessor and during such time Lessee may assert from time to time whatever claims and rights (including without limitation warranties) related to the Equipment that Lessor may have against the Vendor. Lessee's sole remedy for the breach of any such warranty, indemnification or representation will be against the Vendor, and not against Lessor. Any

such matter will not have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or availability of such warranties by the Vendor. Lessee acknowledges that each Lease constitutes a "finance lease" under UCC Article 2A in all respects, and that Lessor's sole obligations to Lessee under each Lease is not to interfere with Lessee's quiet enjoyment of the Equipment so long as Lessee is not in default thereunder. Subject to the foregoing sentence and to the extent permitted by law, Lessee unconditionally and irrevocably waives any and all rights and remedies against Lessor at law or in equity (including, without limitation, any rights and remedies granted Lessee under Article 2A of the Uniform Commercial Code and/or the right to reject any Equipment or repudiate each Lease). Lessee agrees that Lessor assumes no liability for and makes no representation as to the treatment by Lessee of each Lease, the Equipment or the Rental Payments for financial statement or tax purposes.

ARTICLE X OPTION TO PURCHASE

Section 10.01. Purchase Option. Provided no Event of Default has occurred hereunder, Lessee will have the option to purchase the Equipment listed in any Schedule, in whole, but not in part, upon giving written notice to Lessor at least 30 days before the date of purchase, at the following times and upon the following terms:

- (a) On any Rental Payment Date, upon payment in full of the Rental Payment then due hereunder plus all other amounts due under that Lease plus the then-applicable Purchase Price set forth on that Schedule to Lessor, if applicable; or
- (b) on the date the last Rental Payment is due (assuming the applicable Lease is renewed for the Maximum Lease Term), if the applicable Lease is still in effect on that day, upon payment in full of all Rental Payments and all other amounts then due and the payment of One Dollar to Lessor; or
- (c) In the event of substantial damage to or destruction or condemnation (other than by Lessee or any entity controlled by or otherwise affiliated with Lessee) of substantially all of the Equipment listed in that Schedule, on the day Lessee specifies as the purchase date in Lessee's notice to Lessor of its exercise of the purchase option, upon payment in full of the Rental Payment and all other amounts then due under that Lease plus (i) the Purchase Price set forth on that Schedule for such purchase date if such purchase date is a Rental Payment Date or the Purchase Price for the immediately preceding Rental Payment Date if such purchase date is not a Rental Payment Date, and (ii) if such day is not a Rental Payment Date, an amount equal to the portion of the interest component of the Rental Payment scheduled to come due under that Schedule on the following Rental Payment Date accrued from the immediately preceding Rental Payment Date to such purchase date, computed on the basis of a 360-day year of twelve 30-day months.

Upon the exercise of the option to purchase set forth above, title to the Equipment so purchased will be vested in Lessee on an as-is, where-is basis, free and clear of any claim by or through Lessor.

Section 10.02. Determination of Fair Purchase Price. Lessee and Lessor hereby agree and determine that the Rental Payments under each Schedule during the Original Term and each Renewal Term represent the fair value of the use of the Equipment listed in that Schedule and that the amount required to exercise Lessee's option to purchase the Equipment listed in that Schedule pursuant to **Section 10.01** represents, as of the end of the Original Term or any Renewal Term under that Schedule, the fair purchase price of the Equipment listed in that Schedule. Lessee hereby determines that the Rental Payments do not exceed a reasonable amount so as to place Lessee under a practical economic compulsion to renew the term of any Schedule or to exercise its option to purchase the Equipment under any Schedule. In making such determinations, Lessee and Lessor have given consideration to (a) the costs of the Equipment, (b) the uses and purposes for which the Equipment will be employed by Lessee, (c) the benefit to Lessee by reason of the acquisition and installation of the Equipment and the use of the Equipment pursuant to the terms and provisions of this Agreement, and (d) Lessee's option to purchase the Equipment. Lessee hereby determines and declares that the acquisition and installation of the Equipment and the leasing of the Equipment pursuant to this Agreement will result in equipment of comparable quality and meeting the same requirements and standards as would be necessary if the acquisition and installation of the Equipment were performed by Lessee other than pursuant to this Agreement. Lessee hereby determines and declares that the Maximum Lease Term does not exceed the useful life of the Equipment.

ARTICLE XI ASSIGNMENT AND SUBLEASING

Section 11.01. Assignment by Lessor. Lessor's interest in, to and under this Agreement, each Lease and the Equipment may be assigned and reassigned in whole or in part to one or more assignees by Lessor without the necessity of obtaining the consent of Lessee; provided that any assignment will not be effective against Lessee until Lessee has received written notice of the name and address of the assignee. Lessee will retain all such notices as a register of all assignees and will make all payments to the assignee or assignees designated in such register. Lessee agrees to execute all documents, including notices of assignment and chattel

mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interest in the Equipment and in this Agreement and each Lease and agrees to the filing of financing statements with respect to the Equipment and this Agreement and each Lease. Lessee will not have the right to and will not assert against any assignee any claim, counterclaim, defense, set-off or other right Lessee may have against Lessor.

Section 11.02. Assignment and Subleasing by Lessee. None of Lessee's right, title and interest in, to and under this Agreement, any Lease or the Equipment may be assigned or encumbered by Lessee for any reason, except that Lessee may sublease all or part of the Equipment if Lessee obtains the prior written consent of Lessor and an opinion of regionally recognized "Red Book"-listed counsel in the area of tax-exempt municipal obligations satisfactory to Lessor that such subleasing will not adversely affect the exclusion of the interest components of the Rental Payments under the applicable Lease from gross income for federal income tax purposes. Any such sublease of all or part of the Equipment will be subject to this Agreement and the rights of Lessor in, to and under this Agreement, the applicable Lease and the Equipment.

ARTICLE XII EVENTS OF DEFAULT AND REMEDIES

Section 12.01. Events of Default Defined. Subject to the provisions of **Section 3.05**, any of the following will be "Events of Default" under any Lease:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid under that Lease at the time specified in that Lease;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed under that Lease, other than as referred to in **Section 12.01(a)**, for a period of 20 days after written notice, specifying such failure and requesting that it be remedied, is given to Lessee by Lessor, unless Lessor will agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to that Lease or its execution, delivery or performance will prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

(d) Any provision of that Lease will at any time for any reason cease to be valid and binding on Lessee, or will be declared to be null and void, or the validity or enforceability thereof will be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee will deny that it has any further liability or obligation under that Lease;

(e) Lessee will (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(f) An order, judgment or decree will be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree will continue unstayed and in effect for any period of 30 consecutive days.

Section 12.02. Remedies on Default. Whenever any Event of Default under any Lease exists, Lessor will have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Lessee, Lessor may declare all Rental Payments and other amounts payable by Lessee under that Lease to the end of the then current Original Term or Renewal Term to be due;

(b) With or without terminating that Lease, Lessor may enter the premises where the Equipment that is subject to that Lease is located and retake possession of that Equipment or require Lessee at Lessee's expense to promptly return any or all of that Equipment to the possession of Lessor at a place specified by Lessor, and sell or lease that Equipment or, for the account of Lessee, sublease that Equipment, holding Lessee liable for the difference between (i) the Rental

Payments and other amounts payable by Lessee under that Lease plus the applicable Purchase Price, and (ii) the net proceeds of any such sale, lease or sublease (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation, all expenses of taking possession, storing, reconditioning and selling or leasing that Equipment and all brokerage, auctioneers' and attorneys' fees); provided that the amount of Lessee's liability under this subparagraph (b) shall not exceed the Rental Payments and other amounts otherwise due under that Lease plus the remaining Rental Payments and other amounts payable by Lessee to the end of the then current Original Term or Renewal Term; and

(c) Lessor may take whatever other action at law or in equity may appear necessary or desirable to enforce its rights under this Agreement as the owner of the Equipment that is subject to that Lease.

Any net proceeds from the exercise of any remedy hereunder (after deducting all expenses of Lessor in exercising such remedies including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing Equipment and all brokerage, auctioneer's or attorneys' fees) shall be applied as follows:

- (i) If such remedy is exercised solely with respect to a single Lease, Equipment subject to that Lease or rights under this Agreement related to that Lease, then to amounts due pursuant to that Lease and other amounts related to that Lease or that Equipment; or
- (ii) If such remedy is exercised with respect to more than one Lease, Equipment subject to more than one Lease or rights under this Agreement related to more than one Lease, then to amounts due pursuant to those Leases pro rata.

In addition, Lessee will remain liable for all covenants and indemnities under this Agreement and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

Section 12.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy will be cumulative and will be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power or will be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Agreement it will not be necessary to give any notice, other than such notice as may be required in this Agreement.

ARTICLE XIII MISCELLANEOUS

Section 13.01. Notices. Any written notice hereunder to Lessee or Lessor shall be deemed to have been given when delivered personally, deposited with a nationally recognized overnight courier (with all fees pre-paid), delivered via facsimile or e-mail (with confirmation of transmission), or deposited in the United States mail, certified or registered mail, addressed to recipient at its address set forth above or at such other address as may be substituted therefor by notice given pursuant to the terms hereof. Lessee hereby agrees that Lessor, including its vendors, service providers, partners, affiliates, successors and assigns, may contact Lessee at any telephone number provided to Lessor, by placing voice telephone calls (including the use of automatic telephone dialing systems or prerecorded voice messaging) or, in the case of wireless telephones or other wireless devices, by sending email or automated (SMS) text messages.

Section 13.02. Binding Effect. This Agreement will inure to the benefit of and will be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.03. Severability. In the event any provision of this Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

Section 13.04. Entire Agreement. This Agreement constitutes the entire agreement between Lessor and Lessee.

Section 13.05. Amendments. This Agreement may be amended, changed or modified in any manner by written agreement of Lessor and Lessee. Any waiver of any provision of this Agreement or any right or remedy hereunder must be affirmatively and expressly made in writing and will not be implied from inaction, course of dealing or otherwise.

Section 13.06. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument. There shall be only one original counterpart of this Agreement and it shall bear Lessor's original signature and be marked "Original." To the extent that this Agreement constitutes chattel paper (as that term is defined by Article 2A of the Uniform Commercial Code), a security or

ownership interest intended to be created through the transfer and possession of this Agreement can be done only by the transfer of such original bearing Lessor's original ink or electronic signature; provided that if there shall simultaneously exist both the "Paper Out" printed version and an electronic version of any Lease, then the "Paper Out" version bearing the legend "Original" applied by Lessor shall constitute the sole chattel paper original.

Section 13.07. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 13.08. Applicable Law; Jury Trial. This Agreement will be governed by and construed in accordance with federal law and, to the extent not preempted by federal law, the laws of the State. TO THE EXTENT PERMITTED BY LAW, THE PARTIES HERETO, AFTER CONSULTING (OR HAVING HAD AN OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT.

Section 13.09. Electronic Transactions. Lessee hereby consents to the use of electronic signatures and represents and warrants that its electronic signature on this Agreement or any related documents shall be unconditionally valid and legally enforceable, and agrees not to contest, call into question or otherwise challenge the validity or enforceability of any electronic signature (or the authority of the electronic signer to sign) or raise any of the foregoing as a defense or counterclaim. Lessor, in its sole discretion, may permit Lessee to electronically copy and/or deliver by telecopier or other electronic means of transmission an executed counterpart of this Agreement, and any document, schedule, amendment, addendum, supplement or agreement related hereto or executed in connection herewith. By so copying and/or delivering any such document, Lessee hereby represents and agrees (a) that such transmission constitutes due delivery of such executed document, (b) that the counterpart of such executed document as printed by the recipient, including Lessee's signature thereon, shall be deemed to constitute an original and shall be admissible in any court or other legal proceeding as an original, and (c) to deliver to Lessor, promptly on request, such document bearing Lessee's original "wet ink" signature; provided that neither delivery nor failure to deliver the document bearing Lessee's original "wet ink" signature shall limit or modify the representations and agreements set forth in clauses (a) and (b).

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their corporate names by their duly authorized officers as of the date first above written.

LESSEE SIGNATURE	<u>City of Pekin</u>
	Name of Lessee
	By: <u>X</u>
	Signature
	Print Name and Title: <u>X</u>

LESSOR SIGNATURE	<u>TCF National Bank</u>
	Name of Lessor
	By: _____
	Signature
	Print Name and Title: _____

CERTIFICATE OF CLERK OR SECRETARY	I, the undersigned, do hereby certify that the officer of Lessee who executed the foregoing Agreement on behalf of Lessee and whose genuine signature appears thereon, (i) is the duly qualified and acting officer of Lessee as stated beneath his or her signature, (ii) is duly authorized to execute and deliver the foregoing Agreement on behalf of Lessee, and (iii) that the fiscal year of Lessee ends on the last day of April.	
	Signature: _____	Title: _____
	Date: _____	
	THE ABOVE CERTIFICATION MUST BE SIGNED BY THE CLERK OR SECRETARY OF LESSEE, AND THE CLERK OR SECRETARY MUST BE A DIFFERENT INDIVIDUAL THAN THE OFFICER SIGNING IN THE "LESSEE SIGNATURE" BOX.	



**SCHEDULE OF EQUIPMENT NO. 003-0752516-301 TO
MASTER EQUIPMENT LEASE PURCHASE AGREEMENT NO. 0752516L**

The "Agreement": Schedule of Equipment No. 003-0752516-301 dated May 6, 2020 (the "Schedule"), to Master Equipment Lease Purchase Agreement No. 0752516L dated as of May 6, 2020
"Lessee"
City of Pekin, 111 S. Capitol Street, Pekin, IL 61554
"Lessor"
TCF National Bank, 11100 Wayzata Blvd, Suite 801, Minnetonka, MN 55305

1. **Defined Terms.** All terms used herein have the meanings ascribed to them in the Agreement.
2. **Equipment.** The Equipment included under this Schedule is comprised of the items described in the Equipment Description attached hereto as **Attachment 1**, together with all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.
3. **Payment Schedule.** The Rental Payments and Purchase Prices under this Schedule are set forth in the Payment Schedule attached as **Attachment 2** hereto.
4. **Representations, Warranties and Covenants of Lessee.**
 - (a) Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement are true and correct as though made on the date of commencement of Rental Payments on this Schedule.
 - (b) Lessee has experienced no material change in its financial condition or in the revenues expected to be utilized to meet Rental Payments due hereunder since the date of the most recent audited financial statements reviewed by Lessor.
 - (c) Lessee understands and acknowledges that Lessor has not acted and will not act as a fiduciary for Lessee or as Lessee's agent or municipal advisor; Lessor has not and will not provide financial, legal, tax, accounting or other advice to Lessee or to any financial advisor or placement agent engaged by Lessee with respect to this Schedule. Lessee, its financial advisor, placement agent or municipal advisor, if any, shall each seek and obtain its own financial, legal, tax, accounting and other advice with respect to this Schedule from its own advisors (including as it relates to structure, timing, terms and similar matters).
5. **Certification as to Arbitrage and Tax Covenants.** Lessee hereby represents as follows:
 - (a) The estimated total costs of the Equipment listed in this Schedule, together with any costs of entering into this Schedule that are expected to be financed hereunder, will not be less than the total Principal Portion of the Rental Payments listed in this Schedule.
 - (b) The Equipment listed in this Schedule has been ordered or is expected to be ordered within six months of the commencement of this Schedule, and the Equipment is expected to be delivered and installed, and the Vendor fully paid, within eighteen months from the commencement of this Schedule.
 - (c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments listed in this Schedule, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments listed in this Schedule.
 - (d) The Equipment listed in this Schedule has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Rental Payments listed in this Schedule.
 - (e) To the best of our knowledge, information and belief, the above expectations are reasonable.
 - (f) Lessee has not been notified of any listing or proposed listing of it by the Internal Revenue Service as an issuer whose arbitrage certificates may not be relied upon.
 - (g) Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended, including without limitation Sections 103, 141 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation.
6. **The Agreement.** This Schedule is hereby made as part of the Agreement, and Lessor and Lessee hereby ratify and confirm the Agreement. The terms and provisions of the Agreement (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated by reference and made a part hereof.

LESSEE SIGNATURE	<u>City of Pekin</u>
	Name of Lessee
	By:  Signature
	Print Name and Title: 

LESSOR SIGNATURE	<u>TCF National Bank</u>
	Name of Lessor
	By: _____ Signature
	Print Name and Title: _____



**ATTACHMENT 1 TO
SCHEDULE OF EQUIPMENT NO. 003-0752516-301 TO
MASTER EQUIPMENT LEASE PURCHASE AGREEMENT NO. 0752516L**

EQUIPMENT DESCRIPTION

Description/Serial No./Model No.	Location	Total Cost
(10) 2021 International IC School Buses, VINS: 4DRBUPWP0MB403282, 4DRBUPWP2MB403283, 4DRBUPWP7MB155337, 4DRBUPWP9MB155338, 4DRBUPWP0MB155339, 4DRBUPWP7MB155340, 4DRBUPWP9MB155341, 4DRBUPWP0MB155342, 4DRBUPWP2MB155343, 4DRBUPWP4MB155344 together with all attachments and accessories thereto	1130 Koch Street, Pekin, IL 61554	\$1,062,584.00

This Equipment Description shall be deemed to be supplemented by the descriptions of the Equipment included in the certificates of acceptance and payment requests submitted pursuant to the escrow agreement, if any, entered into among Lessor, Lessee and the escrow agent named therein, which descriptions shall be deemed to be incorporated herein.

Lessee: City of Pekin

✕ By: _____ ✕ Title: _____

Attachment: TCF Bus Lease (2263 : Resolution No. 154-20/21 Midwest Transit Equipment Bus Lease)



**ATTACHMENT 2 TO
SCHEDULE OF EQUIPMENT NO. 003-0752516-301 TO
MASTER EQUIPMENT LEASE PURCHASE AGREEMENT NO. 0752516L**

PAYMENT SCHEDULE

Rental payments will be made in accordance with **Section 4.01** and this Payment Schedule.

LESSOR: TCF National Bank

LESSEE: City of Pekin

COMMENCEMENT DATE*: _____

INTEREST RATE: 3.05%

PAYMENT FREQUENCY: Annual

The first Rental Payment shall be due in advance on the Commencement Date, and subsequent Rental Payments shall be due annually on the same day of year thereafter until paid in full.

Payment Number	Rental Payment	Interest Portion	Principal Portion	Purchase Price
1	\$166,168.00	\$0.00	\$166,168.00	\$914,344.32
2	\$166,168.00	\$27,341.06	\$138,826.94	\$772,740.84
3	\$166,168.00	\$23,106.78	\$143,061.22	\$626,818.40
4	\$166,168.00	\$18,743.35	\$147,424.65	\$476,445.25
5	\$166,168.00	\$14,246.84	\$151,921.16	\$321,485.67
6	\$164,837.00	\$9,613.18	\$155,223.82	\$163,157.37
7	\$164,837.00	\$4,878.79	\$159,958.21	\$0.00
Grand Totals	\$1,160,514.00	\$97,930.00	\$1,062,584.00	

Lessee: City of Pekin

By: _____ Title: _____

* Lessee hereby authorizes Lessor to fill in the Commencement Date based on the earlier of the date that Lessor disburses funds to the Vendor of the Equipment following receipt of Lessee's executed acceptance certificate, or the date on which Lessor deposits funds for the purchase of the Equipment with an escrow agent.

Attachment: TCF Bus Lease (2263 : Resolution No. 154-20/21 Midwest Transit Equipment Bus Lease)



**LESSEE'S CLOSING CERTIFICATE TO
SCHEDULE OF EQUIPMENT NO. 003-0752516-301 TO
MASTER EQUIPMENT LEASE PURCHASE AGREEMENT NO. 0752516L**

The "Agreement": Schedule of Equipment No. 003-0752516-301 dated May 6, 2020 (the "Schedule"), to Master Equipment Lease Purchase Agreement No. 0752516L dated as of May 6, 2020
"Lessee"
City of Pekin, 111 S. Capitol Street, Pekin, IL 61554
"Lessor"
TCF National Bank, 11100 Wayzata Blvd, Suite 801, Minnetonka, MN 55305

I, the undersigned, the duly appointed, qualified and acting _____ (**Clerk or Secretary**) of the above-captioned Lessee, do hereby certify as of _____, 20____, as follows:

(1) Lessee did, at a meeting of the governing body of Lessee held _____, 20____, by motion duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Agreement and the related escrow agreement, if any, on its behalf by the following named representatives of Lessee:

<u>Title</u>	<u>Printed Name</u>	<u>Signature</u>
X _____	X _____	X _____
_____	_____	_____

(2) The above-named representatives of Lessee held at the time of such authorization and holds at the present time the office designated above and the signature set forth opposite his or her name is the true and correct specimen of his or her genuine signature.

(3) The meeting of the governing body of Lessee at which the Agreement was approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval and that the action approving the Agreement and authorizing the execution thereof has not been altered or rescinded.

(4) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as such term is defined in the Agreement) exists at the date hereof.

(5) All insurance required in accordance with the Agreement is currently maintained by Lessee.

(6) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the Original Term and to meet its other obligations for the Original Term (as such terms are defined in the Agreement), and such funds have not been expended for other purposes.

(7) There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the interest of Lessor or its assigns, as the case may be, in the Equipment.

(8) The Equipment has not been the subject of a referendum that failed to receive the approval of the voters of Lessee within the preceding four years.

(9) Lessee hereby designates the Agreement as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. The aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds) issued or to be issued by Lessee and all subordinate entities thereof during the current calendar year is not reasonably expected to exceed \$10,000,000. Lessee and all subordinate entities thereof will not issue in excess of \$10,000,000 of qualified tax-exempt obligations (including the Agreement but excluding private activity bonds other than qualified 501(c)(3) bonds) during the current calendar year without first obtaining an opinion of nationally recognized counsel in the area of tax-

exempt municipal obligations acceptable to Lessor that the designation of the Agreement as a "qualified tax-exempt obligation" will not be adversely affected.

(10) The Equipment is located at the following address: 1130 Koch Street, Pekin, IL 61554

(11) The Equipment is located in the following county:

(12) The correct billing address for Rental Payments is as follows:

Street Address: _____

Phone: _____

Fax: _____

Email: _____

Attention: _____

(13) The contact information of person responsible for preparing and filing Lessee's Form 8038-G or 8038-GC is as follows:

Name: _____

Street Address: _____

Phone: _____

Fax: _____

Email: _____

(14) Lessee's Tax ID number is: 37-6002169.

IN WITNESS WHEREOF, I hereunto set my hand and the seal of the governing body of Lessee the day and year first above written.

Signature of Clerk or Secretary

Printed Name of Clerk or Secretary



**LESSEE'S PAYMENT INSTRUCTIONS
AND ACCEPTANCE CERTIFICATE TO
SCHEDULE OF EQUIPMENT NO. 003-0752516-301 TO
MASTER EQUIPMENT LEASE PURCHASE AGREEMENT NO. 0752516L**

The "Agreement": Schedule of Equipment No. 003-0752516-301 dated May 6, 2020 (the "Schedule"), to Master Equipment Lease Purchase Agreement No. 0752516L dated as of May 6, 2020
"Lessee"
City of Pekin, 111 S. Capitol Street, Pekin, IL 61554
"Lessor"
TCF National Bank, 11100 Wayzata Blvd, Suite 801, Minnetonka, MN 55305

Ladies and Gentlemen:

In accordance with the Agreement, the undersigned Lessee hereby certifies and represents to, and agrees with, Lessor as follows:

(1) Lessee has reviewed and approved the invoice(s) referenced in the table below. Pursuant to the Agreement, Lessee hereby irrevocably authorizes and requests Lessor to make payment of the invoice(s) to the vendor(s), licensor(s) or designee(s) of licensor(s) of the Equipment. Lessee agrees that all terms and conditions of the Lease are in full force and effect and Lessee shall make all payments when and as required thereby.

Payee	Invoice Number	Amount
Midwest Transit Equipment Inc (T)		\$1,062,584.00
	Total	\$1,062,584.00

(2) All of the Equipment has been, or if this Lease includes an escrow agreement, all of the Equipment will be, delivered, installed and accepted, and is located at the following address: 1130 Koch Street, Pekin, IL 61554.

(3) Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes, except that if this Lease includes an escrow agreement, Lessee will conduct such inspection and/or testing of the Equipment prior to authorizing disbursement from the escrow fund for such Equipment.

(4) Lessee is currently maintaining, or if this Lease includes an escrow agreement, prior to Lessee's receipt of any Equipment, Lessee will maintain, the insurance coverage required by **Section 7.02** of the Agreement.

(5) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

(6) We acknowledge that Lessor is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.

(7) The serial number for each item of Equipment that is set forth in the applicable Schedule is correct.

DATED:  _____

Lessee: City of Pekin

 By: _____  Title: _____



**ESSENTIAL USE CERTIFICATE TO
SCHEDULE OF EQUIPMENT NO. 003-0752516-301 TO
MASTER EQUIPMENT LEASE PURCHASE AGREEMENT NO. 0752516L**

May 6, 2020

The "Agreement": Schedule of Equipment No. 003-0752516-301 dated May 6, 2020 (the "Schedule"), to Master Equipment Lease Purchase Agreement No. 0752516L dated as of May 6, 2020
"Lessee"
City of Pekin, 111 S. Capitol Street, Pekin, IL 61554
"Lessor"
TCF National Bank, 11100 Wayzata Blvd, Suite 801, Minnetonka, MN 55305

X I, _____, a duly elected, appointed, or designated representative of City of Pekin ("Lessee"), am qualified to answer the questions set forth below regarding the Equipment to be acquired by Lessee in connection with the above-referenced Agreement:

1. *What is the specific use of the Equipment?*

2. *What increased capabilities will the Equipment provide?*

3. *Why is the Equipment essential to your ability to deliver governmental services?*

4. *Does the Equipment replace existing equipment?*
(If so, please explain why you are replacing the existing equipment)

5. *Why did you choose this specific Equipment?*

6. *For how many years do you expect to utilize the Equipment?*

7. *What revenue source will be utilized to make Rental Payments due under the Agreement?*

Lessee: City of Pekin

X By: _____ **X** Title: _____

Attachment: TCF Bus Lease (2263 : Resolution No. 154-20/21 Midwest Transit Equipment Bus Lease)



**INSURANCE COVERAGE DISCLOSURE TO
SCHEDULE OF EQUIPMENT NO. 003-0752516-301
TO MASTER EQUIPMENT LEASE PURCHASE AGREEMENT NO. 0752516L**

RE: INSURANCE COVERAGE REQUIREMENTS

1. In accordance with the Master Equipment Lease Purchase Agreement, Lessee certifies that it has instructed the insurance agent named below (please fill in name, address, and telephone number):

 Insurance Company Liability:	Agent Name:	Business Phone # Fax Phone #
Insurance Company Property:	Agent Name:	Business Phone # Fax Phone #

to issue: (check to indicate coverage)

 X a. All Risk Physical Damage Insurance on the Equipment evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming TCF National Bank and/or its assigns as Loss Payee.

Coverage Required: \$1,062,584.00

 X b. Public Liability Insurance evidenced by a Certificate of Insurance naming TCF National Bank and/or its assigns as an Additional Insured.

Minimum Coverage Required:

\$5,000,000 per person
\$5,000,000 aggregate bodily injury liability
\$5,000,000 property damage liability.

Proof of insurance coverage will be provided to TCF National Bank, 11100 Wayzata Blvd, Suite 801, Minnetonka, MN 55305, prior to the time that the Equipment is delivered to Lessee. Please fax a copy of the Certificate of Insurance or binder to Mary Petersen at (800) 844-3577.

Lessee: City of Pekin

 By: _____  Title: _____

RESOLUTION
MASTER EQUIPMENT LEASE PURCHASE AGREEMENT NO. 0752516L
AND SCHEDULE NO. 003-0752516-301 THERETO

A resolution authorizing the negotiation, execution, and delivery of Master Equipment Lease Purchase Agreement No. 0752516L dated May 6, 2020 and Schedule No. 003-0752516-301 thereto, together with the related escrow agreement, if any (the "Lease"), in principal amount not to exceed \$1,062,584.00, between City of Pekin, 111 S. Capitol Street, Pekin, IL 61554 and 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 Schedule No. 003-0752516-301 to the Lease is appropriate and necessary to the function and operations of the Lessee; and

WHEREAS, 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

OPINION OF COUNSEL

(To be on Attorney's Letterhead)

Date: May 6, 2020

Lessee: City of Pekin
111 S. Capitol Street
Pekin, IL 61554

Lessor: TCF National Bank
11100 Wayzata Blvd, Suite 801
Minnetonka, MN 55305

Re: Schedule of Equipment No. 003-0752516-301 to Master Equipment Lease Purchase Agreement No. , dated as of , by and between City of Pekin and TCF National Bank.

Ladies and Gentlemen:

I have acted as counsel to Lessee with respect to the Schedule of Equipment No. 003-0752516-301 to Master Equipment Lease-Purchase Agreement described above and the related escrow agreement, if any, and all attachments, exhibits and schedules thereto (together, the "Lease") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Lease. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Lessee is a public corporation and political subdivision of the State of Illinois (the "State") within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended, is duly organized, existing and operating under the Constitution and laws of the State, and has a substantial amount of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power. The full, true and correct legal name of Lessee is _____.

2. Lessee is authorized and has power under State law to enter into the Lease and lease the equipment with an option to purchase, and to carry out its obligations thereunder and the transactions contemplated thereby. No further approval, consent or withholding of objection is required from any Federal, State or local governmental authority with respect to the entering into or performance by the Lessee of the Lease and the transaction contemplated thereby.

3. The Lease and the other documents described above have been duly authorized, approved, executed and delivered by and on behalf of Lessee, and the Lease is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.

4. Lessee has no authority (statutory or otherwise) to terminate the Lease prior to the end of its term for any reason other than pursuant to the terms of Section 3.03(a) and (b) of the Lease.

5. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable State and Federal laws.

6. The execution of the Lease and the appropriation of moneys to pay the payments coming due under the Lease do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

7. There is no litigation, action, suit, or proceeding pending or before any court, administrative agency, arbitrator or governmental body that challenges the organization or existence of Lessee; the authority of the Lessee or its officers; the proper authorization, approval and execution of the Lease and the other documents described above; the appropriation of monies to make Rental Payments under the Lease for the current fiscal year, or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

8. The equipment leased pursuant to the Lease constitutes personal property and when subject to use by Lessee will not be or become fixtures under applicable law.

9. The leasing of the equipment pursuant to the Lease is exempt from all sales, use and documentary stamp taxes against either Lessor or Lessee during the term of the Lease, and such equipment will be exempt from all state and local personal property or other ad valorem taxes.

This opinion of counsel may be relied upon by TCF National Bank and its successors and assigns.

Very truly yours,



Titled Equipment Acknowledgement

NOTE: Please retain a copy of this Acknowledgment for your titling purposes. The original of this Acknowledgment along with originals of the two (2) enclosed Limited Powers of Attorney must be signed and returned to TCF National Bank ("TCF") with your Contract documents.

Name and Address of Customer:

City of Pekin
111 S. Capitol Street
Pekin, IL 61554

Contract #: 003-0752516-301

Equipment Description: (10) 2021 International IC School Buses, VINS: 4DRBUPWP0MB403282, 4DRBUPWP2MB403283, 4DRBUPWP7MB155337, 4DRBUPWP9MB155338, 4DRBUPWP0MB155339, 4DRBUPWP7MB155340, 4DRBUPWP9MB155341, 4DRBUPWP0MB155342, 4DRBUPWP2MB155343, 4DRBUPWP4MB155344 together with all attachments and accessories thereto

Under the terms of your Contract, you are required to properly title the Equipment. The Equipment must be titled exactly as follows:

Lienholder Name & Address: TCF National Bank, 11100 Wayzata Blvd, Suite 801, Minnetonka, MN 55305

Owner Name & Address: City of Pekin, 111 S. Capitol Street, Pekin, IL 61554

If the Contract calls for co-borrowers, certificate(s) of title must include each co-borrowers' name as Owners with the word "AND" between their names. The word "OR" between the names is unacceptable and must be corrected at the Customer's expense.

Party Responsible for Titling ("Titling Party"):

☐ Customer will personally submit title work to state for processing

☐ Agency will submit title work to state for processing

☐ Dealer will submit title work to state for processing

☐ Trucking Company will submit title work to state for processing

Please check if any apply:

☐ Equipment is exempt from sales tax

☐ IRP

Contact Information for Titling Party:

Name: _____

Street: _____

City: _____ State: _____ Zip Code: _____

Direct Phone Number: _____ Fax Number: _____

Email Address: _____

By signing below, Customer agrees (1) to title the Equipment exactly as set forth above; (2) that even if not personally submitting the title work to the applicable state, Customer acknowledges responsibility for ensuring that the Titling Party designated above will apply for title(s) immediately upon funding; (3) that Customer has confirmed that the current party holding the original certificate(s) of title or certificate (s) of origin for the Equipment referenced above, if not the Customer, will deliver them to Customer's designated Titling Party immediately upon funding; and (4) that Customer agrees to cause its Titling Party to send a copy of the processed title application receipt as endorsed by the applicable State to TCF at the address set forth below **within sixty (60) days of funding**. If Customer or Customer's Titling Party has not properly titled the Equipment and provided TCF evidence thereof within sixty (60) days of funding, Customer hereby agrees to pay TCF delinquent title fees in accordance with TCF's titling policy on a recurring basis until TCF has received all required certificate(s) of title for all Equipment under the above referenced Contract.

TCF National Bank
Attn: Title Administration Department
11100 Wayzata Blvd., Ste 801
Minnetonka, MN 55305
Phone: 866-311-2755 option #5

If you need further assistance, please contact our Title Administration Department at 866-311-2755 option #5. Thank you for your prompt attention in titling the Equipment.

Customer: City of Pekin

By _____

Title _____

Date _____

LIMITED POWER OF ATTORNEY
City of Pekin, 111 S. Capitol Street, Pekin, IL 61554 (the "Title Holder")

NOTE TO MOTOR VEHICLE DEPARTMENT

This will authorize the person whose name and specimen signature appears below to act as agent and attorney-in-fact for and on behalf of **City of Pekin** in all matters pertaining to the titling, sale and transfer of ownership, recording a lien and applying for an original or duplicate certificate of title to the vehicle(s) described below.

The rights and authority of the limited power of attorney granted herein shall be applicable to the following motor vehicle(s) only:

4DRBUPWP0MB403282
4DRBUPWP2MB403283
4DRBUPWP7MB155337
4DRBUPWP9MB155338
4DRBUPWP0MB155339
4DRBUPWP7MB155340
4DRBUPWP9MB155341
4DRBUPWP0MB155342
4DRBUPWP2MB155343
4DRBUPWP4MB155344

COMPANY'S NAME: TCF National Bank, 11100 Wayzata Blvd, Suite 801, Minnetonka, MN 55305

SPECIMEN SIGNATURE OF AGENT/ATTORNEY IN FACT: _____
(Title Holder should NOT sign here)

PRINTED NAME OF AGENT/ATTORNEY IN FACT: _____

**NOTE TO CUSTOMER: ONLY SIGN BY YOUR NAME BELOW AND HAVE YOUR SIGNATURE NOTARIZED.
DO NOT SIGN OR PRINT YOUR NAME ABOVE.**

Title Holder: City of Pekin, 111 S. Capitol Street, Pekin, IL 61554

BY:  _____

 State of _____)

County of _____)

TITLE: Authorized Signer

SUBSCRIBED AND SWORN TO BEFORE ME
THIS _____ DAY OF _____, 20____

☐ Personally known to me.

☐ Proved to me on the basis of satisfactory evidence to be the person who appeared before me.

NOTARY PUBLIC SIGNATURE

Attachment: TCF Bus Lease (2263 : Resolution No. 154-20/21 Midwest Transit Equipment Bus Lease)

LIMITED POWER OF ATTORNEY
City of Pekin, 111 S. Capitol Street, Pekin, IL 61554 (the "Title Holder")

NOTE TO MOTOR VEHICLE DEPARTMENT

This will authorize the person whose name and specimen signature appears below to act as agent and attorney-in-fact for and on behalf of **City of Pekin** in all matters pertaining to the titling, sale and transfer of ownership, recording a lien and applying for an original or duplicate certificate of title to the vehicle(s) described below.

The rights and authority of the limited power of attorney granted herein shall be applicable to the following motor vehicle(s) only:

4DRBUPWP0MB403282
4DRBUPWP2MB403283
4DRBUPWP7MB155337
4DRBUPWP9MB155338
4DRBUPWP0MB155339
4DRBUPWP7MB155340
4DRBUPWP9MB155341
4DRBUPWP0MB155342
4DRBUPWP2MB155343
4DRBUPWP4MB155344

COMPANY'S NAME: TCF National Bank, 11100 Wayzata Blvd, Suite 801, Minnetonka, MN 55305

SPECIMEN SIGNATURE OF AGENT/ATTORNEY IN FACT: _____
(Title Holder should NOT sign here)

PRINTED NAME OF AGENT/ATTORNEY IN FACT: _____

**NOTE TO CUSTOMER: ONLY SIGN BY YOUR NAME BELOW AND HAVE YOUR SIGNATURE NOTARIZED.
DO NOT SIGN OR PRINT YOUR NAME ABOVE.**

Title Holder: City of Pekin, 111 S. Capitol Street, Pekin, IL 61554

BY:  _____

 State of _____)

County of _____)

TITLE: Authorized Signer

SUBSCRIBED AND SWORN TO BEFORE ME
THIS _____ DAY OF _____, 20____

☐ Personally known to me.

☐ Proved to me on the basis of satisfactory evidence to be the person who appeared before me.

NOTARY PUBLIC SIGNATURE



Invoice

Date of Invoice: 05/06/2020
Application Number: 411630
Contract Number: 003-0752516-301

To: City of Pekin
 111 S. Capitol Street
 Pekin, IL 61554

Advance Payments/Security Deposit

Description	Contract Payment	Sales/Use Tax	Other	Amount
Beginning Payments in Advance	\$166,168.00	\$0.00		\$166,168.00
Last Payment in Advance	\$0.00	\$0.00		\$0.00
			\$0.00	\$0.00
Sub Total				\$166,168.00

Other Fees/Charges

Fee Description	Amount
Documentation Fee	\$300.00

Other Fees/Charges Sub Total **\$300.00**

Invoice Total Due

Invoice Total Due	\$166,468.00
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Remit To: TCF National Bank
 11100 Wayzata Blvd, Suite 801, Minnetonka, MN 55305

Attachment: TCF Bus Lease (2263 : Resolution No. 154-20/21 Midwest Transit Equipment Bus Lease)



REQUEST FOR COUNCIL ACTION

Agenda Date: August 10, 2020
To: Council Members
From: John Dossey, Police Chief

AGENDA ITEM: Resolution No. 155-20/21 MOU School District 303 Police Liaison Officer

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: In light of the issues created by Covid 19, Pekin Community High School District requested a memorandum of agreement with the police department to modify the terms of the High School Police Liaison Officer Agreement between the City and the High School. The liaison officer works a specified number of days per school year under the current contractual agreement with the City. Due to the unforeseen issues with the pandemic, and the possibility that schools will return to a virtual learning environment, the High School and Police Department agree that it is fair that the School District pay the City for only those days that the officer actually works in the event of another pandemic-related shut down. The MOU allows the School District to reduce the amount paid to the City for the liaison officer, on a pro rata basis, in the event school is closed for in-person instruction for more than 5 consecutive school days. After review with our attorney, staff recommends that the Council approve the agreement. It should be noted that on July 27th the Board of Education for Dist. 303 approved the agreement.

FINANCIAL IMPACT: There could be some financial impact in regard to the revenue anticipated under the current agreement for the liaison officer if the schools close for a prolonged period. With the current situation regarding the pandemic, we have no way of knowing or predicting the future outcome as it applies to any potential impact. The officer is a budgeted item so there will be no overall impact as it applies to the personnel line item.

Requested Amount:

Line Item:

Budgeted Amount:

Remaining Funds:

IMPACT IF APPROVED: It would continue our good working relationship with the school district. We could see reduced revenue in reimbursement however; it would be fair to agree with the agreement, as the officer will be utilized outside the scope of the High School if schools are closed and return to virtual learning.

IMPACT IF DENIED: N/A

ALTERNATIVES: N/A

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

5 Year CIP. The Five-Year Capital Improvement Plan reflects all current and future capital improvement needs of the City of Pekin. The Plan is designed to be updated annually by staff and submitted to the Council for review and approval prior to the annual budget process.

Enhance Code Enforcement Services. The Council understands the importance of a strong Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.

Business Friendly Community. The Council strives to bring new businesses to Pekin while helping to maintain and expand all existing businesses. It is therefore essential to work cooperatively to make Pekin a "Business-Friendly" Community.

Efficient and Effective Municipal Operations. A fundamental responsibility of elected officials, City Staff and Employees is the exercise of good stewardship over public funds. Therefore, it is important that municipal services be delivered with maximum efficiency and effectiveness.

Employee Residency. It is the goal of the Council to develop a policy that encourages more full-time non-union employees who participate in a City funded pension program to reside within the city limits of Pekin.

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

8/6/2020

Date:

WHEREAS, the City has previously entered into a High School Police Liaison Officer Agreement with Pekin Community High School District No. 303 (“Agreement”) which provides for the City of Pekin to assign a Police Liaison Officer to Pekin High School for all pupil attendance days during a school year; and

WHEREAS, due to the COVID-19 pandemic, schools were closed state-wide for in-person attendance by students or staff from March 17, 2020, through the end of the school year; and

WHEREAS, there is a continued possibility of long-term school closures during the 2020 – 2021 school year due to the COVID-19 pandemic; and

WHEREAS, the City and the School District desire to enter into a Memorandum of Understanding to address the impact of any long-term school closings on the parties’ obligations under the Agreement; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pekin, Illinois, that:

Section 1. The above recitals are found to be true and correct and are incorporated herein.

Section 2. The Memorandum of Understanding attached hereto as “**Exhibit A**”, which modifies the terms of the Agreement, is hereby approved.

Section 3. The Mayor and/or the City Manager are authorized and directed to execute, and the City Clerk is authorized and directed to attest, the Memorandum of Understanding attached hereto as “**Exhibit A**”.

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of _____, 20____.

MAYOR

ATTEST:

CITY CLERK

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into this 27 day of July, 2020 between the Board of Education of Pekin Community High School District No. 303 ("Board") and the City of Pekin, Illinois.

WHEREAS, the parties entered into a High School Police Liaison Officer Agreement dated the 27 day of July, 2020, ("Agreement") which provides for the City of Pekin to assign a Police Liaison officer to Pekin High School for all pupil attendance days during a school year; and

WHEREAS, due to the COVID-19 pandemic, schools were closed state-wide for in-person attendance by students or staff from March 17, 2020, through the end of the school year; and

WHEREAS, there is a continued possibility of long-term school closures during the 2020 – 2021 school year due to the COVID-19 pandemic; and

WHEREAS, the parties desire to enter into this Memorandum of Understanding to address the impact of any long-term school closings on the parties' obligations under the Agreement.

NOW, THEREFORE, the parties agree as follows:

1. In the event Pekin High School is closed to in-person instruction for more than five (5) consecutive school days for reasons related to the COVID-19 pandemic, the Officer Employment Cost owed to the City pursuant to paragraph 5.4 of the Agreement shall be reduced by the number of scheduled school days that the school is closed, on a pro-rata basis.

City of Pekin, Illinois

Board of Education of Pekin Community
High School District No. 303

By: _____
Mayor

By: *Danielle Owens*
Dr. Danielle Owens
Superintendent



REQUEST FOR COUNCIL ACTION

Agenda Date: August 10, 2020
To: Council Members
From: Mark Rothert, City Manager

AGENDA ITEM: Resolution No. 156-20/21 Allocation of Remaining CDBG Funding for Eligible Priorities

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: The City's Community Development Block Grant program is budgeted for \$1,194,843 in expenditures for FY2021. Within that budget, the City allocated \$1,010,768 towards small business assistance grants. To date, \$536,000 will have been allocated through this grant, thus leaving \$474,768 for any potential reallocation to other qualifying CDBG eligible expenses that address needs of the city.

A poll found the following priorities among City Councilmembers for eligible CDBG activities. Priorities were ranked with 5 being the highest priority:

USES - CATEGORY	Luft	Hohimer	Abel	Orrick	Hilst	Nutter	Garrison	TOTALS
Business Grants (Round 3)	5	4	5	5	0	1	5	25
Demolition	4	3	4	4	0	5	4	24
Rehab	2	0	2	2	0	4	3	13
Public Services	1	1	3	3	0	0	2	10
Code Enforcement	3	5	0	0	0	0	0	8
Public Infrastructure	0	0	0	0	0	3	1	4
Homebuyer Grants	0	2	0	0	0	0	0	2
Fire Prevention	0	0	0	0	0	2	0	2

The CDBG program was previously budgeted for rehabilitation and for Public Service grants to non-profit organizations. Staff would recommend maintaining the budget for Public Services at \$55,000 but increasing the Rehabilitation budget by \$10,000 to account for any unforeseen repairs needed.

STAFF RECOMMENDATION

Staff therefore proposes the following re-allocations of the CDBG budget for approval, based on councilmember priorities:

SOURCES - CDBG Funds Available

\$1,194,843

USES - CATEGORY

AMOUNT

Business Grants (Rounds 1&2)(already encumbered)	\$536,000
Business Grants (Round 3)	\$350,000
Demolition of dilapidated structures	\$100,000
Rehab (2019 Carryover; 2 projects)	\$35,000
Public Service grants to nonprofits (2019 Carryover)	\$34,436
Public Services (2020)	\$55,000
Administration	\$84,407

TOTAL **\$1,194,843**

Net Surplus (Deficit) **\$-**

PROGRAM DELIVERY QUESTIONS FOR FURTHER CONSIDERATION

If approved, staff would like to seek direction from the City Council as to when a 3rd round of business grant funding should be issued and to whom? For example, should a new round of business grants be issued immediately to past recipients or should funding wait until a possible new wave of COVID-19 impacts the economy? Should grants only go to past recipients of the grant or should grants only go to new recipients?

FINANCIAL IMPACT:

Requested Amount: \$1,194,843
 Line Item: Various line items in CDBG Fund 261
 Budgeted Amount: \$1,194,843
 Remaining Funds: \$1,194,843

IMPACT IF APPROVED: Funds will be reallocated to city council priorities

IMPACT IF DENIED: Funds will not be reallocated to city council priorities

ALTERNATIVES: N/A

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

5 Year CIP. The Five-Year Capital Improvement Plan reflects all current and future capital improvement needs of the City of Pekin. The Plan is designed to be updated annually by staff and submitted to the Council for review and approval prior to the annual budget process.

Enhance Code Enforcement Services. The Council understands the importance of a strong Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.

Business Friendly Community. The Council strives to bring new businesses to Pekin while helping to maintain and expand all existing businesses. It is therefore essential to work cooperatively to make Pekin a "Business-Friendly" Community.

Efficient and Effective Municipal Operations. A fundamental responsibility of elected officials, City Staff and Employees is the exercise of good stewardship over public funds. Therefore, it is important that municipal services be delivered with maximum efficiency and effectiveness.

Employee Residency. It is the goal of the Council to develop a policy that encourages more full-time non-union employees who participate in a City funded pension program to reside within the city limits of Pekin.

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

8/7/2020

Mark A. Rothert

Mark A. Rothert, City Manager

8/7/2020

Date:

WHEREAS, the City of Pekin is a home rule municipality as described in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, the City of Pekin, as a home rule municipality, may exercise power and perform any function pertaining to its government and affairs, including, but not limited to, the power to legislate for the protection of the public health, safety, and welfare; and

WHEREAS, the City's Community Development Block Grant ("CDBG") funds are budgeted at \$1,194,843 in expenditures for Fiscal Year 2021; and

WHEREAS, the City Council previously allocated \$1,010,768 of its CDBG funds toward small business assistance grants to assist local businesses affected by the COVID-19 pandemic; and

WHEREAS, to date, \$536,000 has been distributed to small businesses through the small business assistance grant program; and

WHEREAS, the City Council of the City of Pekin finds it is in the best interest of the City, its residents, and its businesses to reallocate the remaining CDBG funds as set forth herein.

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

Section 1. The findings and recitations set forth above are adopted and found to be true and correct.

Section 2. The remaining CDBG funds are reallocated as follows:

Business Grants (round 1&2) (already encumbered)	\$536,000
Business Grants (round 3)	\$350,000
Demolition of Dilapidated Structures	\$100,000
Residential Rehabilitation	\$ 35,000
Public Service Grants to NFP Entities	\$ 34,436
Public Services	\$ 55,000
Administration	\$ 84,407

Total:
\$1,194,843

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of _____, 20____.

MAYOR

ATTEST:

7.5

CITY CLERK



REQUEST FOR COUNCIL ACTION

Agenda Date: August 10, 2020
To: Council Members
From: Sue McMillan, City Clerk

AGENDA ITEM: Ordinance No. 2892-20/21 Establishing Date for Public Hearing Court Street TIF District

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION: The use of both Tax Increment Financing and a Business Development District will be essential tools to help address some of the major issues facing the community that include deteriorating infrastructure; blight and deterioration; and an economic downturn aggravated by COVID-19. Illinois municipalities have available to them the use of Tax Increment Financing (TIF) Districts and Business Development Districts (BDD) to address such issues. Each is described below

Tax Increment Financing (TIF) Districts

TIF Districts provide a means in which communities can financially assist in the development or redevelopment of a site or area. Cities can utilize the incremental increase in taxes as a result of a redevelopment project to assist with qualifying development projects. TIF Districts can only be established in municipalities, and as such, municipalities often consider creating TIF Districts to assist with specific redevelopment projects. Other times, cities will establish a TIF district to catalyze economic activity in a blighted area. Using the incremental revenues in the TIF, a community can undertake economic development activities or provide incentives that otherwise might not be possible in order to encourage job creation, increase property values, and to protect the local tax base. Eligible project costs in a TIF can include, but is not limited to:

- Rehabilitating, reconstructing, remodeling of existing structures;
- Costs of construction of public infrastructure improvements;
- Architectural, engineering, legal, financial services; and
- Property assembly costs such as acquisition, demolition, clearing and grading.

Business Development Districts (BDD)

A Business Development District is a legally defined contiguous area of a municipality that has certain powers and authorities different from other parts of the municipality. The purposes of the Business District Development is to strengthen the tax base of the Business District area; to assure opportunities for district development or redevelopment; and to attract sound and stable commercial growth in the District.

A BDD is a defined area within which businesses can levy an additional sales tax on eligible goods sold. Municipalities may elect to impose this additional sales tax (and/or Hotel/Motel Tax) in increments of 0.25% up to a maximum of 1.0%. As with TIF Districts, the BDD is in place for up to 23 years. Funds generated as a result of this sales tax can then be used for certain eligible costs within the district as prescribed by the Business District Act. Examples of eligible costs (similar to that of TIF) include:

- Building construction costs, including reimbursement payments to private developers;
- Rehabilitating, reconstructing, remodeling of existing structures;
- Costs of construction of public infrastructure improvements;
- Architectural, engineering, legal, financial services; and
- Property assembly costs such as acquisition, demolition, clearing and grading.

One benefit of the BDD over TIF is that it can help assist on new construction where TIF cannot. Lastly, the BDD can be assessed, planned for and put into place in a relatively short period of time (60-90 days) by a simple majority vote of the city council.

EXAMPLES OF USE

In combination, both the TIF and BDD can effectively be used to help fund eligible public works projects such as the restoration of Court or Derby Streets; various sidewalk repairs; or storm water management projects. Funds can also go to help new and existing businesses renovate, expand operations or relocate to a more suitable location. Additionally, there are no restrictions for TIF or BDD funds to help neighborhoods with housing stabilization, demolition of vacant structures or emergency repairs, as long as, the neighborhoods are located within the TIF/BDD District.

AREA MAP

Attached is a map showing a proposed study area where a new TIF and BDD may be located in the city.

STAFF RECOMMENDATION

The attached Ordinance seeks to establish a date for a Public Hearing regarding the creation of a new TIF District in Pekin. This action follows along previously approved steps in the creation of a TIF District via Resolution 35-19/20 on 11/12/2019 and Ordinance 2867-19/20 on 2/10/2020. Staff recommends approval.

FINANCIAL IMPACT:

Requested Amount:

Line Item:

Budgeted Amount:

Remaining Funds:

IMPACT IF APPROVED:

IMPACT IF DENIED:

ALTERNATIVES:

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

	5 Year CIP. The Five-Year Capital Improvement Plan reflects all current and future capital improvement needs of the City of Pekin. The Plan is designed to be updated annually by staff and submitted to the Council for review and approval prior to the annual budget process.
	Enhance Code Enforcement Services. The Council understands the importance of a strong Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.
	Business Friendly Community. The Council strives to bring new businesses to Pekin while helping to maintain and expand all existing businesses. It is therefore essential to work cooperatively to make Pekin a "Business-Friendly" Community.
	Efficient and Effective Municipal Operations. A fundamental responsibility of elected officials, City Staff and Employees is the exercise of good stewardship over public funds. Therefore, it is important that municipal services be delivered with maximum efficiency and effectiveness
	Police & Fire Pension Obligation. To meet the 90% funding level by the year 2040 it is essential the City plan carefully and maintain financial discipline to meet its \$63 million dollar obligation.
	Employee Residency. It is the goal of the Council to develop a policy that encourages more full-time non-union employees who participate in a City funded pension program to reside within the city limits of Pekin.

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

8/6/2020

Date:

**Ordinance No. 2892-20/21 An Ordinance To Establish A Date For A Public Hearing For
Proposed Pekin Court Street Tax Increment Financing (TIF) District**

7.6

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of _____, 20____.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. 2892-20/21

CITY OF PEKIN, ILLINOIS

**ORDINANCE TO ESTABLISH A DATE
FOR A PUBLIC HEARING**

for the

**PROPOSED PEKIN COURT STREET
TAX INCREMENT FINANCING (TIF) DISTRICT**

**ADOPTED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS,
ON THE 10TH DAY OF AUGUST, 2020.**

ORDINANCE NO. 2892-20/21**CITY OF PEKIN, ILLINOIS****ORDINANCE TO ESTABLISH A DATE
FOR A PUBLIC HEARING**

for the

**PROPOSED PEKIN COURT STREET
TAX INCREMENT FINANCING (TIF) DISTRICT****PREAMBLE**

WHEREAS, the “Tax Increment Allocation Redevelopment Act”, 65 ILCS 5/11-74.4-1 *et. seq.*, as amended (hereinafter referred to as the “Act”) provides for municipalities to create within their corporate boundaries tax increment financing redevelopment areas; and

WHEREAS, the City of Pekin, Tazewell County, Illinois, (the “City”), a Home-Rule Municipality, has determined that the stable economic and physical development of certain areas within the City are endangered by the presence of blighting factors as defined in said Act; and

WHEREAS, pursuant to Section 11-74.4-4.2 of the Act the City approved Ordinance No. 2889-20/21 on June 8, 2020, authorizing the establishment of a Tax Increment Financing “Interested Parties Registry” and adopted Registration Rules with regard to such Registry for the Pekin Court Street TIF District; and

WHEREAS, pursuant to Section 11-74.4-5 of the Act, the City must cause a Public Hearing to be held on the proposed Pekin Court Street TIF District Redevelopment Plan, Redevelopment Projects and a designation of a Redevelopment Project Area; and

WHEREAS, pursuant to Section 11-74.4-6(c) of the Act, the City shall provide notice by certified mail to each taxing district which levies a tax within the Redevelopment Project Area and the Illinois Department of Commerce and Economic Opportunity (DCEO) not less than forty-five (45) days prior to the date set for the Public Hearing. Said Notice of the Public Hearing shall include the date, time and location of the Public Hearing, and an invitation to each taxing district and DCEO to submit comments to the City, in care of the Clerk of the City of Pekin, City Hall, 111 S. Capitol Street, Pekin, Illinois 61554, concerning the subject matter of the Public Hearing prior to the date of the Public Hearing; and

WHEREAS, pursuant to Section 11-74.4-5(b) of the Act the City shall convene a Joint Review Board meeting to be held at least fourteen (14) days but not more than twenty-eight (28) days after the mailing of notice of the Public Hearing as referenced above. This Joint Review Board shall consist of a representative selected by each community college district, the local elementary school

district and high school district or each local community unit school district, park district, library district, township, fire protection district, the county, this City and a public member to be selected by a majority of the other board members. The City will provide notice of the convening of the Joint Review Board to the applicable taxing districts; and

WHEREAS, pursuant to Section 11-74.4-5(a) of the Act the City shall provide notice by mail of the availability of the Redevelopment Plan and Qualification Report, including how to obtain this information, within a reasonable time after the adoption of this Ordinance, to all residential addresses that, after a good faith effort, the municipality determines are located within 750 feet of the boundaries of the proposed Redevelopment Project Area and to those residents and organizations that have registered with the City for that information in accordance with the registration guidelines established by the City under Section 11-74.4-4.2 in the “Interested Parties Registry”; and

WHEREAS, pursuant to Section 11-74.4-6 of the Act, the City shall provide notice of this Public Hearing by publication and mailing. Notice by publication shall be given at least twice, the first publication to be not more than thirty (30) or less than ten (10) days prior to the Public Hearing, in a newspaper of general circulation within the taxing districts in the Area, and said notice by mailing to be given by depositing such notice in the United States mail by certified mail not less than ten (10) days prior to the date set for the Public Hearing addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract, or parcel of land lying within the Redevelopment Project Area and by regular mail to each resident in the Area.

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

1. The recitals set forth in the preamble to this Ordinance are hereby incorporated by reference as if fully set forth herein.
2. The Public Hearing for the proposed Pekin Court Street Tax Increment Financing District shall be held at **5:00 p.m., Central Daylight-Saving Time, on October 19, 2020, at the Pekin City Hall, 111 S. Capitol Street, Pekin, Illinois.** Due to health and safety precautions recommended by public health agencies, the Public Hearing will also be available for the public to participate by telephone and/or video conferencing options as shall be provided in the notice of the Public Hearing and otherwise posted by the City.
3. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law and shall take effect upon its passage as required by law.

PASSED, APPROVED AND ADOPTED by the Corporate Authorities of the City of Pekin, Tazewell County, Illinois, by its Home-Rule Authority, this 10th day of August, 2020 and filed in the office of the City Clerk of said City on that date.

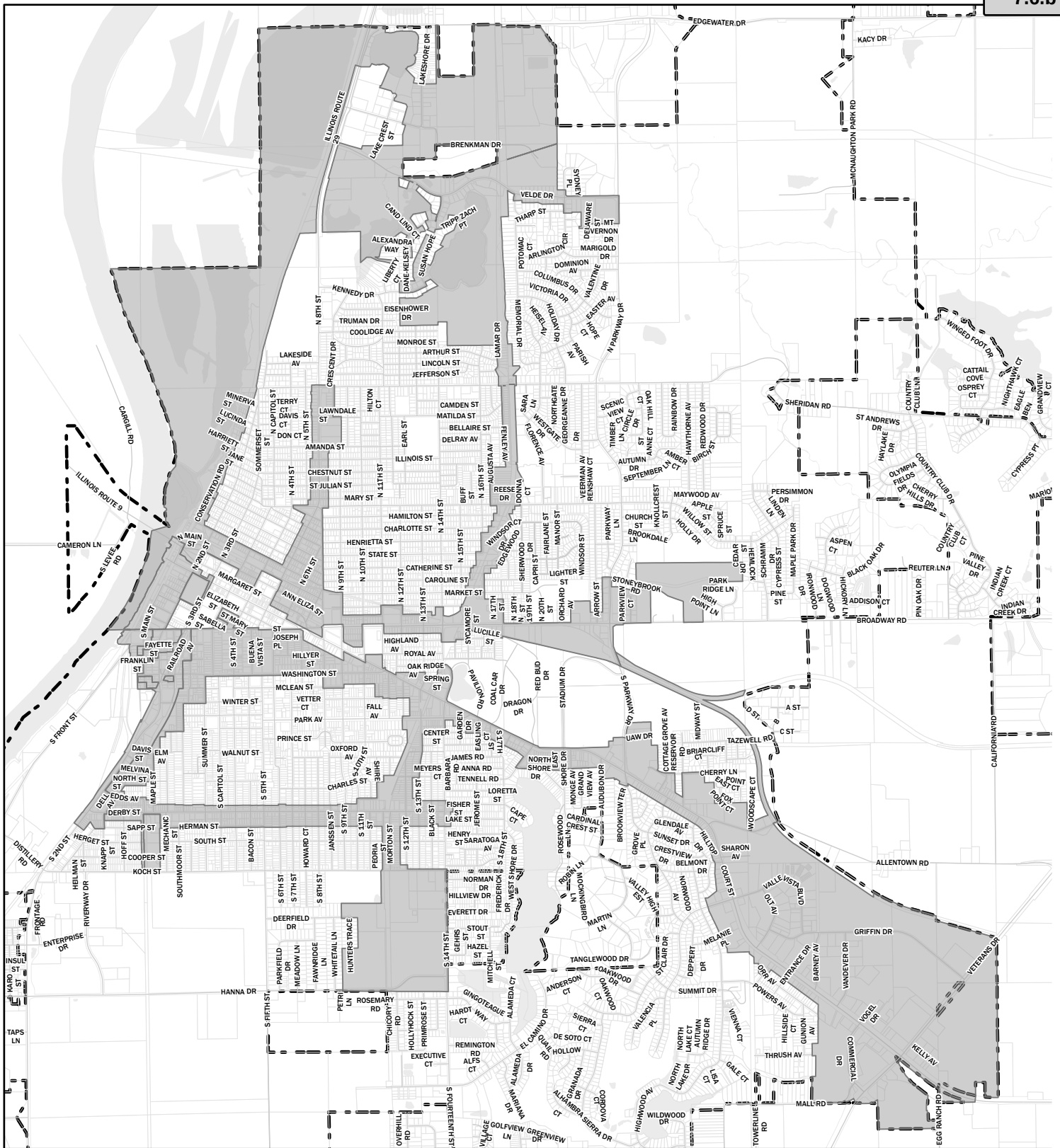
CORPORATE AUTHORITIES	AYES	NAYS	ABSTAIN	ABSENT
John Abel				
Michael Garrison				
Lloyd Orrick				
Dave Nutter				
Rick Hilst				
Karen Hohimer				
Mark Luft, Mayor				
TOTALS:				

APPROVED:

ATTEST:

Mayor

City Clerk



Proposed TIF City of Pekin



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Miles

 Proposed TIF
 Pekin Municipal Boundary

SCAN ME



Scan for Proposed TIF Viewer
Web Application



Current Time: 7/13/2020 3:56 PM



REQUEST FOR COUNCIL ACTION

Agenda Date: August 10, 2020
To: Council Members
From: Sue McMillan, City Clerk

AGENDA ITEM: Ordinance No. 2893-20/21 Establishing Date for Public Hearing for Business Development District 1

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION: The use of both Tax Increment Financing and a Business Development District will be essential tools to help address some of the major issues facing the community that include deteriorating infrastructure; blight and deterioration; and an economic downturn aggravated by COVID-19. Illinois municipalities have available to them the use of Tax Increment Financing (TIF) Districts and Business Development Districts (BDD) to address such issues. Each is described below

Tax Increment Financing (TIF) Districts

TIF Districts provide a means in which communities can financially assist in the development or redevelopment of a site or area. Cities can utilize the incremental increase in taxes as a result of a redevelopment project to assist with qualifying development projects. TIF Districts can only be established in municipalities, and as such, municipalities often consider creating TIF Districts to assist with specific redevelopment projects. Other times, cities will establish a TIF district to catalyze economic activity in a blighted area. Using the incremental revenues in the TIF, a community can undertake economic development activities or provide incentives that otherwise might not be possible in order to encourage job creation, increase property values, and to protect the local tax base. Eligible project costs in a TIF can include, but is not limited to:

- Rehabilitating, reconstructing, remodeling of existing structures;
- Costs of construction of public infrastructure improvements;
- Architectural, engineering, legal, financial services; and
- Property assembly costs such as acquisition, demolition, clearing and grading.

Business Development Districts (BDD)

A Business Development District is a legally defined contiguous area of a municipality that has certain powers and authorities different from other parts of the municipality. The purposes of the Business District Development is to strengthen the tax base of the Business District area; to assure opportunities for district development or redevelopment; and to attract sound and stable commercial growth in the District.

A BDD is a defined area within which businesses can levy an additional sales tax on eligible goods sold. Municipalities may elect to impose this additional sales tax (and/or Hotel/Motel Tax) in increments of 0.25% up to a maximum of 1.0%. As with TIF Districts, the BDD is in place for up to 23 years. Funds generated as a result of this sales tax can then be used for certain eligible costs within the district as prescribed by the Business District Act. Examples of eligible costs (similar to that of TIF) include:

- Building construction costs, including reimbursement payments to private developers;
- Rehabilitating, reconstructing, remodeling of existing structures;
- Costs of construction of public infrastructure improvements;
- Architectural, engineering, legal, financial services; and
- Property assembly costs such as acquisition, demolition, clearing and grading.

One benefit of the BDD over TIF is that it can help assist on new construction where TIF cannot. Lastly, the BDD can be assessed, planned for and put into place in a relatively short period of time (60-90 days) by a simple majority vote of the city council.

EXAMPLES OF USE

In combination, both the TIF and BDD can effectively be used to help fund eligible public works projects such as the restoration of Court or Derby Streets; various sidewalk repairs; or storm water management projects. Funds can also go to help new and existing businesses renovate, expand operations or relocate to a more suitable location. Additionally, there are no restrictions for TIF or BDD funds to help neighborhoods with housing stabilization, demolition of vacant structures or emergency repairs, as long as, the neighborhoods are located within the TIF/BDD District.

AREA MAP

Attached is a map showing a proposed study area where a new TIF and BDD may be located in the city.

STAFF RECOMMENDATION

The attached Ordinance seeks to establish a date for a Public Hearing regarding the creation of Business Development District (BDD) in Pekin. This action follows along previously approved steps in the creation of a BDD via Resolution 35-19/20 on 11/12/2019 and Ordinance 2866-19/20 on 2/10/2020. Staff recommends approval.

FINANCIAL IMPACT: N/A

Requested Amount:

Line Item:

Budgeted Amount:

Remaining Funds:

IMPACT IF APPROVED: Public Hearing date will be set

IMPACT IF DENIED: Public Hearing date will not be set

ALTERNATIVES: N/A

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

5 Year CIP. The Five-Year Capital Improvement Plan reflects all current and future capital improvement needs of the City of Pekin. The Plan is designed to be updated annually by staff and submitted to the Council for review and approval prior to the annual budget process.

Enhance Code Enforcement Services. The Council understands the importance of a strong Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.

Business Friendly Community. The Council strives to bring new businesses to Pekin while helping to maintain and expand all existing businesses. It is therefore essential to work cooperatively to make Pekin a "Business-Friendly" Community.

Efficient and Effective Municipal Operations. A fundamental responsibility of elected officials, City Staff and Employees is the exercise of good stewardship over public funds. Therefore, it is important that municipal services be delivered with maximum efficiency and effectiveness

Police & Fire Pension Obligation. To meet the 90% funding level by the year 2040 it is essential the City plan carefully and maintain financial discipline to meet its \$63 million dollar obligation.

Employee Residency. It is the goal of the Council to develop a policy that encourages more full-time non-union employees who participate in a City funded pension program to reside within the city limits of Pekin.

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

8/6/2020

Date:

**Ordinance No. 2893-20/21 An Ordinance To Establish a Date for a Public Hearing Regarding
the Designation of and Development Plan For the Pekin Business Development District 1**

7.7

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of _____, 20____.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. _____-20/21

CITY OF PEKIN, ILLINOIS

**AN ORDINANCE
TO ESTABLISH A DATE FOR A PUBLIC HEARING
REGARDING THE PROPOSAL TO CONSIDER AND APPROVE
A BUSINESS DISTRICT DESIGNATION AND
BUSINESS DISTRICT REDEVELOPMENT PLAN**

for the

**PROPOSED PEKIN
BUSINESS DEVELOPMENT DISTRICT NO. 1**

**ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE
CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS,
ON THE 10TH DAY OF AUGUST, 2020.**

ORDINANCE NO. _____-20/21

CITY OF PEKIN, ILLINOIS

**AN ORDINANCE TO ESTABLISH A DATE FOR A PUBLIC HEARING
REGARDING THE PROPOSAL TO CONSIDER AND APPROVE A
BUSINESS DISTRICT DESIGNATION AND
BUSINESS DISTRICT REDEVELOPMENT PLAN**

for the

PROPOSED PEKIN BUSINESS DEVELOPMENT DISTRICT NO. 1

PREAMBLE

WHEREAS, the “Business District Development and Redevelopment Act”, 65 ILCS 5/11-74.3-1 *et. seq.*, as amended (hereinafter referred to as the “Act”) provides for municipalities to create within their corporate boundaries business development districts; and

WHEREAS, the City of Pekin, Tazewell County, Illinois (the “City”) has determined that it is necessary to establish a Business Development District within the City in order to attract new businesses to the City, create new job opportunities within the City, increase the tax revenues of the City, and promote the overall health, safety and welfare of the City; and

WHEREAS, the City has determined that the establishment of a Business Development District will also help mitigate the presence of blighting factors as defined in the Act that are present within the City; and

WHEREAS, pursuant to Section 11-74.3-2(a) of the Act, the corporate authorities shall by Ordinance propose the approval of a business district plan and designation of a business district and fix a time and place for a public hearing on the proposals to approve a business district plan and designate a business district; and

WHEREAS, pursuant to Section 11-74.3-2(b) of the Act, the City shall provide notice of this Public Hearing by publication at least twice, the first publication to be not more than thirty (30) nor less than ten (10) days prior to the Public Hearing, in a newspaper of general circulation within the municipality; and

WHEREAS, at the Public Hearing, any interested person may file written objections with the City Clerk and may be heard orally with respect to any matters embodied in the public notice of the Public Hearing. The City shall hear and determine all alternate proposals or bids for any proposed conveyance of land by the City and located within the proposed business district and all protests and objections at the hearing.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PEKIN, TAZEWEILL COUNTY, ILLINIOS AS FOLLOWS:

1. The recitals set forth in the preamble to this Ordinance are hereby incorporated by reference as if fully set forth herein.
2. The Public Hearing for the proposed Pekin Business Development District No. 1 shall be held at **5:00 p.m., Central Daylight-Saving Time, on September 14, 2020, at the Pekin City Hall, 111 S. Capitol Street, Pekin, Illinois.** Due to health and safety precautions recommended by public health agencies, the Public Hearing will also be available for the public to participate by telephone and/or video conferencing options as shall be provided in the notice of the Public Hearing and otherwise posted by the City.
3. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law and shall take effect upon its passage as required by law.

PASSED, APPROVED AND ADOPTED, by the Corporate Authorities of the City of Pekin, Tazewell County, Illinois on this 10th day of August, 2020 and filed in the office of the City Clerk of said City on that date.

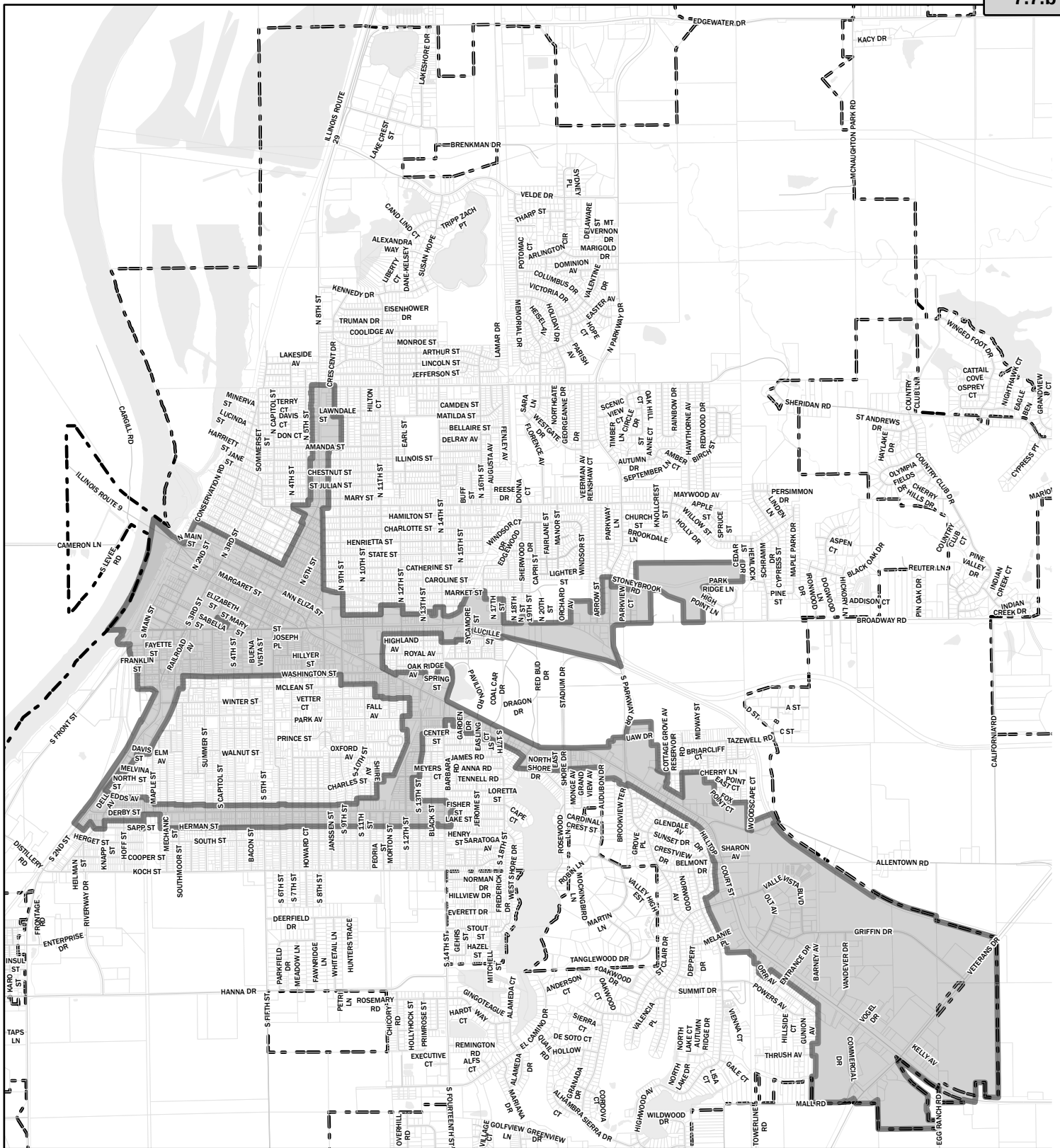
CORPORATE AUTHORITIES	AYES	NAYS	ABSTAIN/ABSENT
John Abel			
Michael Garrison			
Lloyd Orrick			
Dave Nutter			
Rick Hilst			
Karen Hohimer			
Mark Luft, Mayor			
TOTALS:			

APPROVED:

Mayor

ATTEST:

City Clerk



Proposed BDD City of Pekin



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