



City of Pekin

REGULAR CITY COUNCIL MEETING MONDAY, JULY 26, 2021 5:30 PM

1.	Pledge of Allegiance
2.	Call to Order
3.	Approve Agenda
3.1.	Approve agenda
4.	Approval of Minutes
4.1.	City Council - Regular Meeting - Jul 12, 2021 5:30 PM
5.	Public Input
6.	Consent Agenda
6.1.	Pekin Public Library Annual Report 2021
6.2.	Police Department Stats - June 2021
6.3.	Accounts Payable To Be Paid Proof List thru July 23, 2021
6.4.	Ordinance No. 2994-21/22 Parking Variance for Property Located at 1016 Court Street
6.5.	Ordinance No. 2995-21/22 Front Yard Setback Deck Variance Request for Property Located at 721 13th Street
6.6.	Ordinance No. 2996-21/22 Special Use Request for Open-Front/Walk-Up Food Service for Kenzi Hibachi Express, LLC Located at 3322 Court Street
6.7.	Ordinance No. 2997-21/22 Rezoning Request for 283 Herman Street from B-3 General Business to R-4 One-Family Residential
6.8.	Receive & File Bids for 5th St. Mill & Overlay Project
6.9.	Receive and File Bids for Solid Waste Collection Services

7.	Unfinished Business
7.1.	Ordinance No. 2958-20/21 An Ordinance Amending Chapter 5 Article 1 Division 1 and Division 2 to Create a Business Registration License for the City of Pekin Illinois ACTION REQUESTED: Approve and Adopt the Ordinance.
8.	New Business
8.1.	Resolution No. 295-21/22 Authorization to Enter into Agreements for Expenditures Under \$15,000 ACTION REQUESTED: Approve and Adopt the Resolution.
8.2.	Resolution No. 296-21/22 Award Street Department Painting Project to RP Coatings ACTION REQUESTED: Approve and Adopt the Resolution.
8.3.	Resolution No. 297-21/22 Bid Award for Solid Waste Collection Services to City of Pekin ACTION REQUESTED: Approve and Adopt the Resolution.
8.4.	Ordinance No. 2998-21/22 Amending the City Code Chapter 3 Article I Division 2 Section 3-1-2-2 Related to Fee Schedule for Solid Waste Collection Services ACTION REQUESTED: Approve and Adopt the Ordinance.
8.5.	Ordinance No. 2999-21/22 Amending the City Code to Create Chapter 5 Article IV Division 2 Subdivision 1 Section 5-4-2-1-8 to Require Sidewalk Construction Permits ACTION REQUESTED: Approve and Adopt the Ordinance.
8.6.	Ordinance No. 3000-21/22 Amending the Liquor Code to Create Chapter 5 Article II Section 5-2-25 to Allow Class A Licensed Establishments to Allow Carry Out or Delivery of Mixed Drinks, Cocktails, and Single Servings of Wine ACTION REQUESTED: Approve and Adopt the Ordinance.
8.7.	Ordinance No. 3001-21/22 Amending the Zoning Code Chapter 2 Article VI Division 10 Section 2-6-10-1 to Combine Zoning Board of Appeals with Planning Commission into a Single Body ACTION REQUESTED: Approve and Adopt the Ordinance.
8.8.	Resolution No. 298-21/22 Annual Appointments

8.9.	Discussion - Amendments to Ethics Ordinance and City Council Code of Conduct
8.10.	Resolution No. 294-21/22 Award 5th Street Mill & Overlay Project to UCM ACTION REQUESTED: Approve and Adopt the Resolution.
9.	City Council or Staff Reports
10.	Executive Session 5 ILCS 120/2 (c) 1. Personnel
11.	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 12, 2021 AT 5:30 O'CLOCK P.M.
 MARK LUFT * CHAIR * PRESIDING

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Orrick. City Clerk Sue E. McMillan confirmed all members were present and logged on for electronic voting. A quorum was declared by Mayor Luft.

Attendee Name	Organization	Title	Status	Arrived
Rick Hilst	City of Pekin	Councilman	Present	5:17 PM
Karen Hohimer	City of Pekin	Councilwoman	Present	5:14 PM
Dave Nutter	City of Pekin	Councilman	Present	5:16 PM
Becky Cloyd	City of Pekin	Councilwoman	Present	5:14 PM
Lloyd Orrick	City of Pekin	Mayor Pro-Tem	Present	5:14 PM
John P Abel	City of Pekin	Councilman	Present	5:13 PM
Mark Luft	City of Pekin	Mayor	Present	5:12 PM

APPROVE AGENDA

3.1. Motion to: Approve agenda

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

APPROVAL OF MINUTES

Motion to: Approve Minutes

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

4.1. City Council - Special Meeting - Jul 1, 2021 12:00 PM

4.2. City Council - Regular Meeting - Jun 28, 2021 5:30 PM

PUBLIC INPUT

There were no comments received from the Public.

CONSENT AGENDA

Motion to: Approve Consent Agenda

Mayor Luft presented 3 items for consideration of the Consent Agenda. The Consent Agenda was approved by Omnibus vote.

Minutes Acceptance: Minutes of Jul 12, 2021 5:30 PM (Approval of Minutes)

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

- 6.1. **Accounts Payable To Be Paid Proof List thru July 12, 2021**
- 6.2. **Tazewell County Animal Control Billing - May 2021**
- 6.3. **Receive and File Bids for 2021 Sidewalk Improvement Project**

NEW BUSINESS

- 7.1. **Resolution No. 288-21/22 Application for Honorary Street Designation Carol A. Shields**

City Manager Mark Rothert informed the Council that Harland K. Shields had submitted his first application pursuant to a new Section 5-4-9-3 of the City Code for the designation of Veterans Drive between Court and Broadway in honor of Carol A. Shields. City staff reviewed the application and found that the application fulfilled the criteria set forth for the designation of honorary street names. He advised however, the ordinance did limit the designation to one block in length, and allowed for the designation only as to City-owned or controlled streets. The request of Veteran's Parkway from Court to Broadway was more than one City block. Additionally, the intersection of Veteran's and Court and the intersection of Veteran's and Broadway both were owned/controlled in part by the State or the County. Therefore, those intersections were not recommended for installation of honorary street designation signs. Staff was recommending approval of the honorary street designation for "Carol A. Shields Drive" for Veteran's Drive between Griffin Drive and Allentown Road, both of which were entirely City-controlled. If approved, the Street Department would fabricate and install two honorary street designation signs and have the signs remain in place for one year from the date of installation.

Mayor Luft addressed Mr. Shield and family in attendance and explained that he would make the section of Veterans Drive happen while in Springfield on the House floor. Mr. Shields expressed his sincere appreciation to the Council and staff for the work put into the designation and approval.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Lloyd Orrick, Mayor Pro-Tem
SECONDER:	John P Abel, Councilman
AYES:	Hilst, Hohimer, Nutter, Cloyd, Orrick, Abel, Luft

- 7.2. **Resolution No. 289-21/22 Award 2021 Sidewalk Improvement Project to M.E.R.C Construction**

City Engineer Josie Esker addressed the request to award the 2021 Sidewalk Improvement project contract to M.E.R.C. Construction Inc. She advised the Council that the project was to remove and replace sidewalks at various locations within the City. Some of the locations were for the City's annual 50/50 program; some locations were based on ADA requests, some locations were in areas where inlet repairs require ADA ramp upgrades. She stated the City received two bids for this project. The low bid was 28.5% percent above the Engineer's estimate of \$43,777.25. After reviewing the unit costs for the project, the bid seemed reasonable and responsible, and staff's recommendation was to award this bid as to complete the improvement as planned. Council Member Nutter asked 3 procedural questions and Ms. Esker responded to the following: 1.

concerning only 2 bidders – requests were typically placed in one newspaper and sent to multiple contractors that perform the work; 2. concern of M.E.R.C Construction performance, efficiency and timeliness based on their project at Willow and Parkway – quality of work was not an issue and if timeliness was they would be charged; 3. concern of over budget - that staff would reduce scope of work \$6,000 as needed to stay within budget by removing 1 ADA ramp from project.

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

7.3. Resolution No. 290-21/22 TIF Incentive Program for New Residential Home Building

City Manager Rothert introduced the Resolution as a follow-up to a discussion item at the last Council Meeting to create a general policy to allow TIF incentives to be applicable to new home buyers. As proposed the City would establish an incentive program designed to incentivize individuals and families to build a new primary residence on property located in a residentially zoned area of an existing TIF District in the City of Pekin. The annual reimbursement of 80% of net TIF increment generated by paid property taxes, up to a cumulative reimbursement total of \$30,000 and over a ten-year (10) timespan. Incentives would be funded on a Pay-as-You-Go basis where homeowners pay their annual property taxes and are then reimbursed in accordance with a redevelopment agreement with the City. Mr. Rothert explained in the north end of town, Lake Whitehurst, Marigold Estates, as well as Deerfield Estates on the south end of town were prime residential developments for this incentive.

Council Member Orrick was told there were approximately 100-50 lots existing in the areas talked about. He questioned if a Council within the 10 years scheduled could cancel the program and was told the program could end but the homeowner would enter into a continued agreement. Council Member Hohimer asked concerns of homeowners that just completed construction. The City Manager reiterated the program intention was to attract new construction and new residents but it would be the discretion of Council if they wished to approve retroactive construction. Council Member Nutter was told reimbursement was once not on purchase of lot and 5 years later on construction of home. Corporations or developers could build the homes but only homeowners or end user were entitled reimbursement. Council Member was also informed that Jacob & Klein would draft a template agreement for homeowners to enter into with intended program language. A revenue line item would be created for tracking the TIF Incentive Program dollars. Council Member Cloyd was told there was no penalty if house sold prior to term of the agreement but the homeowner would miss out on remaining years of reimbursement of real estate taxes.

The Council had indicated an interest in some benefit to existing home owners. Discussion followed on renovation through the TIF. Council was advised the BDD would be more applicable for exiting residential properties in need of rehab.

RESULT:	APPROVED [6 TO 1]
MOVER:	Becky Cloyd, Councilwoman
SECONDER:	Lloyd Orrick, Mayor Pro-Tem
AYES:	Hohimer, Nutter, Cloyd, Orrick, Abel, Luft
NAYS:	Rick Hilst

7.4. Resolution No. 291-21/22 Use of BDD Funds To Address Storm Water Flooding Issues Impacting Businesses

The Council was advised that recent heavy rain raised concern over storm water flooding impacting various businesses in the Business Development District, particularly in alleys off major routes and in the downtown. Engineering solutions to these flooding issues may require new curb and gutter work, grading work, or storm sewer improvements. Staff identified funding availability reallocated from Fire Station maintenance/repairs to address these issues in the BDD Fund. It was recommended Public Works Director and City Engineer assess the storm water flooding issues in the BDD affecting businesses and undertake repairs and solutions utilizing up to the \$100,000 in available funds. City Engineer Josie Esker clarified smaller projects below \$15,000 that have Manager spending authority would not come back to Council. There were 2 allies being considered. There would be quite a few business flooding issues that could be addressed with the \$100,000.00. The City Manager made note of the new Public Works Director Justin Reeise in attendance was available for questions.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Becky Cloyd, Councilwoman
SECONDER:	Karen Hohimer, Councilwoman
AYES:	Hilst, Hohimer, Nutter, Cloyd, Orrick, Abel, Luft

7.5. Resolution No. 292-21/22 Approval To Renew Software Maintenance & Support For One Year On Springbrook Financial Software

Request was submitted by the I.T. Department for the renewal purchase of the software, support and maintenance from Springbrook that helps the City manage financial and human resources reporting systems. Council was made aware that an initial contract with Springbrook was first awarded in 2009 and has continued to use the software to meet the needs of the City. The request was for \$81,091.50 for a one year extension.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Rick Hilst, Councilman
SECONDER:	Dave Nutter, Councilman
AYES:	Hilst, Hohimer, Nutter, Cloyd, Orrick, Abel, Luft

7.6. Resolution No. 293-21/22 Shared Agency Agreement for Computer Aided Dispatch and Records Systems Management with Motorola

Police Chief John Dossey presented background information in the department's request to enter an agreement with Motorola through Tazewell County Emergency Telephone System Board (ETSB) for radio and Computer Aided

Dispatch (CAD) system. He told the Council the disadvantages of the police department's utilization of a cumbersome and costly records management system (RMS) currently by Central Square and the advantages of a new system. This new agreement would allow Motorola to bill agencies directly. The estimated amount billed the Police Department would be approximately \$11,000 annually, which is approximately a \$3600 cost reduction. Further, this is locked in for the next 10 years of the contract that the ETSB negotiated.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Rick Hilst, Councilman
SECONDER:	John P Abel, Councilman
AYES:	Hilst, Hohimer, Nutter, Cloyd, Orrick, Abel, Luft

7.7. Discussion - Sale of alcohol at gas stations

Mayor Luft asked the Council Members to bring to the floor and discuss their thoughts on the sale of alcohol at gas stations. The members were aware the City Code presently provided the language as follows: Restrictions on issuance of licenses – Any premises whose primary purpose is the sale of products and services not related to the sale of alcoholic liquor, including, but not limited to, any establishment which pumps motor fuel directly into motor vehicles.

Discussion followed on the numerous locations available to purchase alcohol and in recent years the change and convenience to allow in grocery stores. Some Council Members expressed their concern that gas and alcohol don't mix or drink and drive under the influence of alcohol. It was the consensus of the Council that they were not in support of allowing the sale of alcohol at gas stations.

7.8. Discussion - Ordinance No. 2958-20/21 An Ordinance Creating a General Business License for the City of Pekin Illinois

Mayor Luft stated that over the last several months, the City Council had been discussing the implementation of a business licensing ordinance and would like to move forward. City Manager Rothert informed the Council Members that the benefits of a license would be to identify businesses operating in the City; facilitate the provision of notices to business regarding City programs and services; assist public safety personnel in the event of an accident, natural disaster, criminal activity, and other emergencies at business locations; offer any available incentives or grants; and update the City on issues or projects. Based upon discussion and feedback, it was proposed to create a business licensing program that required the following:

Every business within the City to obtain a business license

No fee required or annual renewal

License would be in addition to any other required

Application, containing basic information would be on the internet using the City website

No license issued to any business owing any debt to the City.

Council Member Orrick indicated he was 100% against the license at the beginning but kept an open mind. After listening to what benefits the information could offer he was in support. Council Member Abel questioned if any business including home businesses would be required to be licensed. All applicable businesses were provided in the definition provisions of the draft ordinance. With consensus on support and to move forward, the Mayor requested the action be placed on the next agenda.

CITY COUNCIL OR STAFF REPORTS

City Engineer Josie Esker reported to the Council and the public that a start date anticipated for this week of Court Street Rehabilitation Project was being postponed to begin Monday, July 19, 2021.

Council Member Orrick noted it was nice to see the community out for the Fourth of July events and hoped that community spirit continued through Marigold activities.

Council Member Abel receiving complaints for Code Enforcement review of 1025 Park Avenue and 2113 Brookview Terrace for violation of weeds and tall grass. Police Chief Dossey indicated that if the owner of properties do not comply, the property locations are sent to the City yard crew. Ms. Newcomb reported that the City Human Resources Department was taking applications for additional yard crew employees.

Council Member Hilst asked Finance Director Bruce Marston for an update on receiving the audit. Mr. Marston reported the preliminary drafts were received from Sikich and final Financial Statements for fiscal year April 30, 2019 were in the final stages.

The question was asked the City Engineer of the steps in the Court Street projects. Council Member Nutter was told work begins on mediums, curbs, sidewalk and after that concrete work, asphalt begins and finishes landscaping.

Council Member Cloyd announced she was taking a tour of the Wastewater Treatment Plant on Friday and would report back.

Mayor Luft felt the Fourth of July Celebration was a victory for the Chamber and the community.

EXECUTIVE SESSION 5 ILCS 120/2 (C) 11. LITIGATION AND 5. PURCHASE OF PROPERTY

9.1. Motion to: Move into Executive Session

Motion was made by Council Member Nutter, seconded by Council Member Hohimer to move to Executive Session at 6:45 P.M. to discuss 5 ILCS120/2 (c) 11. Litigation and 5 purchase of Property. On roll call vote, all present voted Aye. Motion Carried.

ADJOURN

The Council returned to open session and without further action to come, motion was made by Council Member Orrick, seconded by Council Member Hohimer to adjourn. Motion carried viva voce. Mayor Luft adjourned the meeting at 7:20 P.M.

**REQUEST FOR COUNCIL ACTION**

Agenda Date: July 26, 2021
To: Council Members
From: Sue McMillan, City Clerk

AGENDA ITEM: Pekin Public Library Annual Report 2021

REQUIRED SIGNATURES

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

City Manager:
Date:



Jeff Brooks • Director

301 South 4th Street • Pekin, IL 61554 • phone: (309) 347-7111 • fax: (309) 347-6587 • e-mail: jbrooks@pekinpubliclibrary.org

Date: July 15, 2021
 To: Pekin City Mayor and Council Members
 RE: Annual Report of the Pekin Public Library

Please see the attached Library's Annual Report compiled using the State's reporting system. The State Library collects a great deal of statistical and financial data on its public libraries, and the compiled data is made available to all libraries after about a year. We find this information useful when researching services provided at other libraries with comparable operating budgets in communities with similar EAV and populations.

The year ending April 30th was certainly one we will not forget. We started FY2021 with a building closed to the public, but plans were being implemented to begin providing curbside service to our customers starting May 12th. We were the second library in the area to offer this service to the community. It wasn't too long after that when we learned that we may be approaching a level of control over the virus in our state which would allow businesses to open at minimum levels. Our staff was more than ready to open to the public on July 1st, and we were the first library in our area to do so. We have been open ever since.

We anticipated that foot traffic would be much lower than average, and that would mean that revenue from user fees collected in the library for printing, faxing, passports processing, etc. would be less as well. Our revenue from user fees was indeed down by 40% compared to FY2020. We anticipated this, and early on controlled spending on new library materials, personnel, programs, travel, and training.

What we found pleasantly surprising in our final numbers, however, was just how much the library was being used in spite of much lower foot traffic. Our checkouts of electronic materials such as ebooks and e-audiobooks were up 30% compared to last fiscal year, and this makes sense since checking out these items can be done from home or smart phone. Even with the large number of new ebook readers, we still had a very busy year with physical materials. Overall, total collection use was only down 13.5% compared to FY2020.

Our financial challenge in FY2021 was keeping up with the minimum wage increases since all of our shelvers were at \$9.50 at the start of the year, and most of our library technical assistants were below \$14.00 even if they had been here for several years. We saw two minimum wage increases in FY2021, and the coming annual increases through 2025 will impact our personnel budget and staffing levels. Additionally, our renovation was six years ago, and with this very public building's honeymoon period now over, we are just starting to incur costs to maintain it at the level needed to protect our investment.

If you have any questions, please get in touch with me.
 Sincerely,
 Jeff Brooks, Director

ILLINOIS PUBLIC LIBRARY ANNUAL REPORT (IPLAR) 2021

PEKIN PUBLIC LIBRARY

IPLAR

IDENTIFICATION (1.1 - 1.31)

This section is information about the administrative entity. "Administrative Entity" is defined as the agency that is legally established under local or state law to provide public library service to the population of a local jurisdiction. The administrative entity may have a single outlet or it may have more than one outlet (an outlet is a location, whether a central library, branch or bookmobile). The majority of the information in this section is pre-filled. If information needs to be updated, enter the corrected information in the box provided on the next line of the survey.

1.1 ISL Control # [PLSC 151, PLSC 701]	30540
1.2 ISL Branch # [PLSC 151, PLSC 701]	0
1.3a FSCS ID [PLSC 150, PLSC 700]	IL0422
1.3b FSCS_SEQ [PLSC 700]	002
1.4a Legal Name of Library [PLSC 152]	Pekin Public Library
1.4b If the library's name has changed, then enter the updated answer here.	
1.4c Was this an official name change?	
1.5a Facility Street Address [PLSC 153]	301 South Fourth Street
1.5b If the facility's street address has changed, then enter the updated answer here.	
1.5c Was this a physical location change?	
1.6a Facility City [PLSC 154]	Pekin
1.6b If the facility's city has changed, then enter the updated answer here.	
1.7a Facility Zip [PLSC 155]	61554
1.7b If the facility's zip code has changed, then enter the updated answer here.	
1.8a Mailing Address [PLSC 157]	301 South Fourth Street
1.8b If the facility's mailing address has changed, then enter the updated answer here.	
1.9a Mailing City [PLSC 158]	Pekin
1.9b If the facility's mailing city has changed, then enter the updated answer here.	
1.10a Mailing Zip [PLSC 159]	61554
1.10b If the facility's mailing zip code has changed, then enter the updated answer here.	
1.11a Library Telephone Number [PLSC 162]	3093477111
1.11b If the telephone number has changed, then enter the updated answer here.	
1.12a Library FAX Number	3093476587
1.12b If the fax number has changed, then enter the updated answer here.	
1.13 Website	http://www.pekinpubliclibrary.org

Library Director's Information

Please enter the full name, title and e-mail address of the library director.

1.14 Name	Jeff Brooks
1.15 Title	Director
1.16 Library Director's E-mail	jbrooks@pekinpubliclibrary.org

Library Information

Please provide the requested information about the library type.

1.17a Type of library	City
1.17b If the library type has changed, then enter the updated answer here.	
1.18 Is the main library a combined public and school library?	No
1.19 Does your library contract with another library to RECEIVE ALL your library services?	No

Contract for Services

Please provide the full legal name(s) of the library(ies) with which your library contracts for service. If you need more than one line, a new one will appear once text has been entered in the first box.

Number of contracting libraries:

Legal name of library you contract with:

Administrative Information

Libraries are required by statute [75 ILCS 5/4-10(5), 75 ILCS 16/30-65(a)(2)] to provide a statement as to any extensions of library service or any changes to the limits or boundaries of library service areas. Most of the information in this section will be pre-filled. If the information is incorrect, please enter the updated information in the box provided on the next line of the survey. If your library has had a population change, you must submit official verification to the Illinois State Library.

1.21a County in which the administrative entity is located [PLSC 161]	Tazewell
1.21b If the administrative entity's county has changed, then enter the updated answer here.	
1.22a Did the administrative entity's legal service area boundaries change during the past year? [PLSC 205]	No
1.22b IF YES, indicate the reason for the boundary change	
1.23a Population residing in tax base (Use the latest official federal census figure) [PLSC 208]	34,094
1.23b If the population residing in the tax base has had a LEGAL change, then enter the updated answer here.	
1.23c Documentation of legal population change	
1.24 If the population has changed from the prior year's answer, then indicate the reason.	
1.25a This library is currently a member of what Illinois library system?	RAILS
1.25b If the library's system has changed, then enter the updated answer here.	

Federal Public Library Criteria

According to the Institute of Museum and Library Services' Public Library Survey, a public library is an entity that is established under state enabling laws or regulations to serve a community, district, or region, and that provides at least the following:

1. An organized collection of printed or other library materials, or a combination thereof;
2. Paid staff;
3. An established schedule in which services of the staff are available to the public;
4. The facilities necessary to support such a collection, staff, and schedule; and
5. Is supported in whole or in part with public funds.

1.26 Does this library have an organized collection of printed or other library materials, or a combination thereof?	Yes
1.27 Does this library have paid staff?	Yes
1.28 Does this library have an established schedule in which services of the staff are available to the public?	Yes
1.29 Does the library have the facilities necessary to support such a collection, staff, and schedule?	Yes
1.30 Is this library supported in whole or in part with public funds?	Yes
1.31 Does this public library meet ALL the criteria of the PLSC public library definition? [PLSC 203]	Yes

SERVICE OUTLETS (2.1 - 2.14)

This section gathers information about the service outlets (centrals, branches, bookmobiles) of your library. Locations can only be added to this survey by State Library staff. If you have a branch or bookmobile and do not see its name listed in question 2.3a, please contact Pat Burg (217-785-1168, pburg@ilsos.gov) so that it can be added.

2.1a Total number of bookmobiles [PLSC 211 & PLSC 712]	0
2.1b Total number of branch libraries [PLSC 210]	0
2.2a Are any of the branch libraries a combined public and school library?	No
2.2b If YES, provide the name of the branch or branches in the box provided.	

Service Outlet Name

Location	2.3a Branch or Bookmobile Legal Name [PLSC 702]	2.3b If the outlet's legal name has changed, then enter the updated answer here.	2.3c Was this an official name change?
PEKIN P.L.	PEKIN PUBLIC LIBRARY		

ISL Control Number

Location	2.4 ISL Control # [PLSC 701]	2.5 ISL Branch # [PLSC 701]
PEKIN P.L.	30540	3054000

Street Address

Location	2.6a Street Address [PLSC 703]	2.6b If the outlet's street address has changed, then enter the updated answer here.	2.6c Was this a physical location change?
PEKIN P.L.	301 SOUTH FOURTH STREET		

Address

Location	2.7a City [PLSC 704]	2.7b If the outlet's city has changed, then enter the updated answer here.	2.8a Zip Code [PLSC 705]	2.8b If the outlet's zip code has changed, then enter the updated answer here.
PEKIN P.L.	PEKIN		61554	

County & Phone

Location	2.9a County [PLSC 707]	2.9b If the outlet's county has changed, then enter the updated answer here.	2.10a Telephone [PLSC 708]	2.10b If the outlet's phone number has changed, then enter the updated answer here.
PEKIN P.L.	Tazewell		3093477111	

Square Feet

Location	2.11a Square Footage of Outlet [PLSC 711]	2.11b If the facility's square footage has changed, then enter the updated answer here.	2.11c Indicate the reason for the change/variance in square footage for this annual report as compared to the previous annual report.
PEKIN P.L.	37,455		

IDs**Hours and Attendance**

Location	2.12 Total public service hours PER YEAR for this service outlet [PLSC 713]	2.13 Total number of weeks, during the fiscal year, this service outlet was open for service to the public [PLSC 714]	2.14 Total annual attendance/visits in the outlet	2.15 Number of Weeks an Outlet Closed Due to COVID-19	2.16 Number of Weeks an Outlet Had Limited Occupancy Due to COVID-19
PEKIN P.L.	2,745	44	55,246	8	44

ANNUAL REPORT DATA (3.1 - 3.7)

Please enter the time period covered by this annual report and the name and contact information for the person preparing the report. The report period should cover the time from the end of the previous IPLAR through the end of your most current fiscal year. If your library switched to a new fiscal year during the latest period, this may mean that your report needs to cover more or less than a twelve (12) month period.

3.1 Fiscal Year Start Date (mm/dd/year) [PLSC 206]	05/01/2020
3.2 Fiscal Year End Date (mm/dd/year) [PLSC 207]	04/30/2021
3.3 Number of months in this fiscal year	12
3.4 Name of person preparing this annual report	Jeff Brooks
3.5 Telephone Number of Person Preparing Report	309-347-7111
3.6 FAX Number	309-347-6587
3.7 E-Mail Address	jbrooks@pekinpubliclibrary.org

REFERENDA (4.1 - 4.11)

Please enter information regarding any referenda the library was involved in during the fiscal year report period. A referendum is a particular issue that is taken to the public for a vote. Examples are: bond issue, district establishment, tax increase.

4.1a Was your library involved in a referendum during the fiscal year reporting period?	No
4.1b How many referenda was your library involved in?	

Referendum 1

4.2 Referendum Type	4.3 If Other, what was the referendum type?	4.4 Referendum Date (mm/dd/year)	4.5 Passed or Failed?	4.6 Effective Date (mm/dd/year)	4.7 Referendum ballot language documentation

Referendum 2

4.2 Referendum Type	4.3 If Other, what was the referendum type?	4.4 Referendum Date (mm/dd/year)	4.5 Passed or Failed?	4.6 Effective Date (mm/dd/year)	4.7 Referendum ballot language documentation

Referendum 3

4.2 Referendum Type	4.3 If Other, what was the referendum type?	4.4 Referendum Date (mm/dd/year)	4.5 Passed or Failed?	4.6 Effective Date (mm/dd/year)	4.7 Referendum ballot language documentation

Referendum 4

4.2 Referendum Type	4.3 If Other, what was the referendum type?	4.4 Referendum Date (mm/dd/year)	4.5 Passed or Failed?	4.6 Effective Date (mm/dd/year)	4.7 Referendum ballot language documentation

Referendum 5

4.2 Referendum Type	4.3 If Other, what was the referendum type?	4.4 Referendum Date (mm/dd/year)	4.5 Passed or Failed?	4.6 Effective Date (mm/dd/year)	4.7 Referendum ballot language documentation

Board Action and Backdoor Referenda

If, during the fiscal year report period, the library board took action to a) convert to public library district status by approval of the corporate authority [75 ILCS 16/10-15]; and/or b) the public library district annexed additional territory in an unincorporated area by

backdoor referendum [75 ILCS 16/15-5, et seq.]; and/or c) your public library district took any other action by backdoor referendum, indicate the effective date of the action. "Backdoor referendum" means the submission of a public question to the voters of a governmental unit, initiated by a petition of voters, residents or property owners of such governmental unit, to determine whether an action by the governing body of such governmental unit shall be effective, adopted or rejected.

4.8 District Conversion - Effective Date (mm/dd/year)	
4.9 Territory Annexation - Effective Date (mm/dd/year)	
4.10a Other Action by Backdoor Referendum (please specify)	
4.10b Other - Effective Date (mm/dd/year)	
4.11a Other Action by Backdoor Referendum (please specify)	
4.11b Other - Effective Date (mm/dd/year)	

CURRENT LIBRARY BOARD (5.1 - 5.13)

Please report the number of board seats and the number of vacancies. Be sure to provide current board member information; including name, position, telephone number, e-mail address, home address, and term expiration date. If there are vacancies, please explain.

All personal identifying information is FOIA exempt and will NOT be released to the public. The only information that the Illinois State Library will release upon request is the board member name, trustee position and term expiration date.

Report the most current information available.

5.1 Total number of board seats	9
5.2 Total number of vacant board seats	0
5.2b Please explain	
5.3 This public library board of trustees attests that the current board is legally established, organized, and the terms of office for library trustees are all unexpired.	Yes
5.4 IF NO, please explain	

First Member

5.5 Name	Tim Williams
5.6 Trustee Position	Other
5.7 Present Term Ends (mm/year)	6/2022
5.8 Telephone Number	-1
5.9 E-mail Address	-1 No E-Mail
5.10 Home Address	504 South 8th Street
5.11 City	Pekin
5.12 State	IL
5.13 Zip Code	61554

Second member

5.5 Name	Sue Crowell
5.6 Trustee Position	Vice-President
5.7 Present Term Ends (mm/year)	6/2021
5.8 Telephone Number	-1
5.9 E-mail Address	-1 No E-Mail
5.10 Home Address	332 Park Ave
5.11 City	Pekin
5.12 State	IL
5.13 Zip Code	61554

Third member

5.5 Name	Carrie Allen
5.6 Trustee Position	President
5.7 Present Term Ends (mm/year)	6/2023
5.8 Telephone Number	-1
5.9 E-mail Address	-1 No E-Mail
5.10 Home Address	914 S Ninth Street
5.11 City	Pekin
5.12 State	IL
5.13 Zip Code	61554

Fourth member

5.5 Name	Leslie Leitner
5.6 Trustee Position	Secretary
5.7 Present Term Ends (mm/year)	6/2023
5.8 Telephone Number	-1
5.9 E-mail Address	-1 No E-Mail
5.10 Home Address	3 Vetter Ct
5.11 City	Pekin
5.12 State	IL
5.13 Zip Code	61554

Fifth member

5.5 Name	Randy Turner
5.6 Trustee Position	Treasurer
5.7 Present Term Ends (mm/year)	6/2021
5.8 Telephone Number	-1
5.9 E-mail Address	-1 No E-Mail
5.10 Home Address	1607 North 8th Street
5.11 City	Pekin
5.12 State	IL
5.13 Zip Code	61554

Sixth member

5.5 Name	Gary Gillis
5.6 Trustee Position	Other
5.7 Present Term Ends (mm/year)	6/2022
5.8 Telephone Number	-1
5.9 E-mail Address	-1 No E-Mail
5.10 Home Address	2127 Highwood Drive
5.11 City	Pekin
5.12 State	IL
5.13 Zip Code	61554

Seventh member

5.5 Name	Debbie Ratliff
5.6 Trustee Position	Other
5.7 Present Term Ends (mm/year)	6/2023
5.8 Telephone Number	-1
5.9 E-mail Address	-1 No E-Mail
5.10 Home Address	16 Osprey Court
5.11 City	Pekin
5.12 State	IL
5.13 Zip Code	61554

Eighth member

5.5 Name	Maureen Naughtin
5.6 Trustee Position	Other
5.7 Present Term Ends (mm/year)	6/2022
5.8 Telephone Number	-1
5.9 E-mail Address	-1 No E-Mail
5.10 Home Address	1924 Highwood Ave
5.11 City	Pekin
5.12 State	IL
5.13 Zip Code	61554

Ninth member

5.5 Name	Mary Jane Sours
5.6 Trustee Position	Other
5.7 Present Term Ends (mm/year)	6/2021
5.8 Telephone Number	-1
5.9 E-mail Address	-1 No E-Mail
5.10 Home Address	1107 Park Ave
5.11 City	Pekin
5.12 State	IL
5.13 Zip Code	61554

FACILITY/FACILITIES (6.1-6.4)

Please provide the requested information about the library's facilities.

6.1a Total square footage of the main library building [PLSC 711]	37,455
6.1b If the main library's square footage has changed, then enter the updated answer here.	
6.1c Indicate the reason for the change/variance in square footage for this annual report as compared to the previous annual report.	
6.2a Does the library address the environmental needs of patrons on the autism spectrum?	No
6.2b If so, please describe	
6.3a Total Number of Meeting Rooms	3
6.3b Total number of times meeting room(s) used by the public during the fiscal year	13
6.4a Total Number of Study Rooms	3
6.4b Total number of times study room(s) used by the public during the fiscal year	68

Capital Needs Assessment

Public Act 96-0037, the Public Library Construction Act, requires the Illinois Secretary of State to file a comprehensive assessment report of the capital needs of all Illinois public libraries to the General Assembly every two years. In an effort to compile this data, please fill in the requested information below. If you have any questions about this section, please contact Mark Shaffer (217-524-4901 or mshaffer@ilsos.net) at the Illinois State Library.

Age of Facility

Please indicate the number of buildings in each category below.

	5 years or less	6-10 years	11-25 years	26-50 years	51-100 years	100+ years
Number of Facilities				1		

Type of Work Needed

Please provide estimates of the costs for the type of work needed. If you do not have branch locations, the "Other Facilities" columns should be pre-populated with zeros. If not, please enter zeros to complete the section.

	Headquarters - Number of Buildings	Headquarters - Estimate \$	Other Facilities - Number of Buildings	Other Facilities - Estimate \$
General repair/remodeling			0	\$0
Structural repairs (walls, foundations, etc.)			0	\$0
Roof repair/replacement			0	\$0
Heating/ventilation/air conditioning			0	\$0
Electrical systems other than alarms			0	\$0
Plumbing systems			0	\$0
Egress systems (doors, stairs, etc.)			0	\$0
Fire protection (detectors, alarms, etc.)			0	\$0
Asbestos abatement			0	\$0
Security measures			0	\$0
Energy conservation			0	\$0
Repair of sidewalks, curbing, parking areas			0	\$0
Accessibility measures			0	\$0
Technology upgrading			0	\$0
New building construction (construction of a new facility)			0	\$0
Building additions (adding square feet to existing facility)			0	\$0

Type of Work in Progress

Please provide estimates of the costs for the type of work currently in progress. If you do not have branch locations, the "Other Facilities" columns should be pre-populated with zeros. If not, please enter zeros to complete the section.

	Headquarters - Number of Buildings	Headquarters - Estimate \$	Other Facilities - Number of Buildings	Other Facilities - Estimate \$
General repair/remodeling	0		0	\$0
Structural repairs (walls, foundations, etc.)			0	\$0
Roof repair/replacement			0	\$0
Heating/ventilation/air conditioning			0	\$0
Electrical systems other than alarms			0	\$0
Plumbing systems			0	\$0
Egress systems (doors, stairs, etc.)				

		0	\$0
Fire protection (detectors, alarms, etc.)		0	\$0
Asbestos abatement		0	\$0
Security measures		0	\$0
Energy conservation		0	\$0
Repair of sidewalks, curbing, parking areas		0	\$0
Accessibility measures		0	\$0
Technology upgrading		0	\$0
New building construction (construction of a new facility)		0	\$0
Building additions (adding square feet to existing facility)		0	\$0

ASSETS AND LIABILITIES (7.1 - 7.13)

The below sections request information regarding property, fiscal accumulations and outstanding liabilities. These sections are required by statute [75 ILCS 5/4-10, 75 ILCS 16/30-65] to be included in the annual report. Please provide the requested information in each section.

Property

Libraries are required by statute [75 ILCS 5/4-10(4), 75 ILCS 16/30-65(a)(3)] to provide a statement as to property acquired through legacy, purchase, gift or otherwise. Please provide this information in the section below.

7.1 What is the estimated current fair market value for the library's real estate (land and buildings including garages, sheds, etc.)? \$9,270,000

7.2 During the last fiscal year, did the library acquire any real and/or personal property? No

IF YES, how much of the property was acquired through the following options? (Enter dollar amount for each option 7.3-7.6 that applies)

7.3 Purchase

7.4 Legacy

7.5 Gift

7.6 Other

7.7 Provide a general description of the property acquired.

Fiscal Accumulations

Libraries are required by statute [75 ILCS 5/4-10(7), 75 ILCS 16/30-65(a)(4)] to provide a statement as to the amount of any fiscal accumulations and the reasons for the accumulations. Please provide this information in the section below.

7.8 Does your library have fiscal accumulations (reserve funds, outstanding fund balances, etc.)? Yes

7.9 IF YES, then provide a statement that details the dollar amount(s) and the reason(s) for the fiscal accumulations.

Special Reserve Funds: 447,305 for capital expenses
Endowment Funds: 228,650 for outstanding program and services funding

Liabilities

Libraries are required by statute [75 ILCS 5/4-10(8), 75 ILCS 16/30-65(a)(5)] to provide a statement as to any outstanding liabilities, including for bonds still outstanding. Please provide this information in the section below.

7.10 Does your library have any outstanding liabilities including bonds, judgments, settlements, etc.?

Yes

7.11 IF YES, what is the total amount of the outstanding liabilities?

\$3,990,000

7.12 IF YES, then prepare a statement that identifies each outstanding liability and its specific dollar amount.

3990000 for municipal bonds for renovation in 2015

OPERATING RECEIPTS BY SOURCE (8.1 - 8.21)

Libraries are required by statute [75 ILCS 5/4-10(1)(9), 75 ILCS 16/30-65(a)(6)] to provide an itemized statement of operating receipts. "Operating receipts" are the monies received and utilized during the library's fiscal year to support the provision of ongoing, day-to-day library services. Only include funds received during the report period. If the library was awarded a grant, but only received part of the funds during the report period, report only the portion of the grant received, not the whole amount of the grant.

Exclude revenue for major capital expenditures, contributions to endowments, revenue passed through to another agency, funds unspent in previous fiscal years (e.g. carryover), and tax anticipation warrants.

NOTE: Round answers to the nearest whole dollar.

Local Government

This includes all local government funds designated by the community, district, or region and available for expenditure by the public library. For example, include receipts from: local property taxes (library taxes), impact fees (IL Highway Code), the Mobile Home Local Services Tax Act. Do not include the value of any contributed or in-kind services or the value of any gifts and donations, library fines, fees, or grants. Do not include state, federal, and other funds passed through local government for library use. Report these funds with state government revenue or federal government revenue, as appropriate.

8.1 Local government [PLSC 300] (includes all local government funds designated by the community, district, or region and available for expenditure by the public library, except capital income from bond sales which must be reported in 12.1a only)	\$1,151,829
8.1a Is this library's annual tax levy/fiscal appropriation subject to tax caps [the Property Tax Extension Limitation Law, 35 ILCS 200/18-185, et seq.]?	No
8.1b Local government funds for the ensuing or upcoming/current fiscal year (includes all local government funds designated by the community, district, or region and available for expenditure by the public library, except capital income from bond sales.)	\$1,154,750

State Government

These are all funds distributed to public libraries by state government for expenditure by the public libraries, except for federal money distributed by the state. This includes funds from such sources as penal fines, license fees, and mineral rights.

Note: If operating revenue from consolidated taxes is the result of state legislation, the revenue should be reported under state revenue (even though the revenue may be from multiple sources).

If you are not sure if funds you received through the State of Illinois are federal or state funds, please contact Pat Burg (217-785-1168, pburg@ilsos.gov).

8.2 Per capita grant	\$42,618
8.3 Equalization aid grant	\$0
8.4 Personal property replacement tax	\$105,564
8.5 Other State Government funds received	\$27,437
8.6 If Other, please specify	South Pekin Per Capita Grant: 1433, PNG Grant 26004
8.7 Total State Government Funds (8.2 + 8.3 + 8.4 + 8.5) [PLSC 301]	\$175,619

Federal Government

This includes all federal government funds distributed to public libraries for expenditure by the public libraries, including federal money distributed by the State of Illinois (e.g., LSTA grants paid directly to your library).

If you are unsure if the funds you received through the State of Illinois were federal or state funds, please contact Pat Burg (217-785-1168, pburg@ilsos.gov).

8.8 LSTA funds received	\$0
8.9 E-Rate funds received	\$3,239
8.10 Other federal funds received	\$0
8.11 If Other, please specify	-1 Not Applicable
8.12 Total Federal Government Funds (8.8 + 8.9 + 8.10) [PLSC 302] ¹	\$3,239

Other Income

This is all operating revenue other than that reported under local, state, and federal funds. Include, for example, monetary gifts and donations received in the current year, interest, library fines, fees for library services, or grants. Do not include the value of any contributed or in-kind services or the value of any non-monetary gifts and donations.

8.13 Monetary Gifts and Donations	\$15,265
8.14 Other receipts intended to be used for operating expenditures	\$35,338
8.15 TOTAL all other receipts (8.13 + 8.14) [PLSC 303]	\$50,603
8.16 Other non-capital receipts placed in reserve funds	\$0

Total Operating Receipts

8.17 TOTAL receipts (8.1 + 8.7 + 8.12 + 8.15) [PLSC 304]	\$1,381,290
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Safeguarding of Library Funds

This section requests information to verify that libraries meet the statutory required minimum level of insurance for library funds [75 ILCS 5/4-9 and 75 ILCS 16/30-45(e)]. According to these statutes, "the library shall provide the Illinois State Library a copy of the library's certificate of insurance at the time the library's annual report is filed."

For municipalities of less than 500,000 population, 75 ILCS 5/4-9 requires that the bond be "...not less than 50% of the total funds received by the library in the last fiscal year...", or the insurance policy or other insurance instrument's coverage "...shall be in an amount at least equal to 50% of the average amount of the library's operating fund from the prior 3 fiscal years."

For public library districts, 75 ILCS 16/30-45(e) requires that the bond be "...based upon a minimum of 50% of the total funds received by the district in the last previous fiscal year...", or the insurance policy or other insurance instrument's coverage "... shall be in an amount at least equal to 50% of the average amount of the district's operating fund from the prior 3 fiscal years."

8.18a The library safeguards its funds using which option?	Surety Bond
8.18b Proof of Certificate of Insurance for Library Funds	-1 Have Surety Bond
8.19 What is the coverage amount of either the surety bond OR the insurance policy/insurance instrument?	\$700,000
8.20 Is the amount of the surety bond, insurance policy or other insurance instrument in compliance with library law?	Yes
8.21 The designated custodian of the library's funds is:	Other

OPERATING EXPENDITURES BY CATEGORY (9.1 - 11.2)

Libraries are required by statute [75 ILCS 5/4-10(2), 75 ILCS 16/30-65(a)(6)] to provide an itemized statement as to how operating revenues have been expended during the fiscal year report period. "Operating expenditures" are the current and recurrent costs necessary to support the provision of library services.

Include: Significant costs, especially benefits and salaries, that are paid by other taxing agencies (government agencies with the authority to levy tax) "on behalf of" the library may be included if the information is available to the reporting agency. Only such funds that are supported by expenditure documents (such as invoices, contracts, payroll records, etc.) at the point of disbursement should be included.

Exclude: Do not report the value of free items, estimated costs, and capital expenditures.

NOTE: Round answers to the nearest whole dollar.

STAFF EXPENDITURES (9.1-9.3)

This section gathers information on staff benefits and salaries. If the information is available, include benefits and salaries for staff that are paid by other taxing agencies (government agencies with the authority to levy tax) "on behalf of" the library.

NOTE: Round answers to the nearest whole dollar.

9.1 Salaries and wages for all library staff [PLSC 350]	\$637,843
9.2a Fringe benefits, for all library staff, paid for from either the library's or the municipal corporate authority's appropriation [PLSC 351]	\$228,665
9.2b If this library answered question 9.2a as zero, please select an explanation from the drop-down box.	
9.3 Total Staff Expenditures (9.1 + 9.2) [PLSC 352]	\$866,508

COLLECTION EXPENDITURES (10.1 - 10.4)

Include expenditures for all materials in all formats (e.g., print, microform, electronic) whether purchased, leased or licensed. Exclude charges or fees for interlibrary loans and expenditures for document delivery.

NOTE: Round answers to the nearest whole dollar.

10.1 Printed Materials (books, newspapers, etc.) [PLSC 353]	\$78,725
10.2 Electronic Materials (e-books, databases, etc.) [PLSC 354]	\$30,076
10.3a Other Materials (CDs, DVDs, video games, etc.) [PLSC 355]	\$18,418
10.3b Please provide an explanation of the other types of material expenditures.	-1 Not Applicable
10.4 TOTAL Collection Expenditures (10.1 + 10.2 + 10.3) [PLSC 356]	\$127,219

OTHER OPERATING EXPENDITURES (11.1 - 11.2)

This includes all expenditures other than those reported for Staff Expenditures and Collection Expenditures. Exclude purchases of major fixed assets, which should be reported in capital expenditures (12.7).

NOTE: Round answers to the nearest whole dollar.

11.1 All other operating expenditures not included above (supplies, utilities, legal fees, etc.) [PLSC 357]	\$271,244
11.2 TOTAL operating expenditures (9.3 + 10.4 + 11.1) [PLSC 358]	\$1,264,971

CAPITAL REVENUE AND EXPENDITURES (12.1 - 12.7)

This section gathers information on capital revenue and expenditures. Provide information for funds received and spent during the fiscal year report period only. If the library was awarded a grant, but only received part of the funds during the report period, report only the amount of the funds received, not the entire grant award.

Capital Revenue

Include funds received during the fiscal year report period for: site acquisitions; new building(s); additions to or renovations of existing buildings; furnishings, equipment, and initial collections for new buildings, building additions, or building renovations; computer hardware and software used to support library operations, to link to networks, or to run information products; new vehicles; or other one-time major projects.

Exclude revenue for: replacement and/or repair of existing furnishings and equipment, regular purchase of library materials, investments for capital appreciation, income passed through to another agency (e.g., fines), and funds unspent in previous fiscal year (e.g., carryover).

NOTE: Round answers to the nearest whole dollar.

12.1a Local Government: Capital Income from Bond Sales	\$0
12.1b Local Government: Other	\$0
12.1c Total Local Government (12.1a + 12.1b) [PLSC 400]	\$0
12.2 State Government [PLSC 401]	\$0
12.3 Federal Government [PLSC 402]	\$0
12.4 Other Capital Revenue [PLSC 403]	\$0
12.5 If Other, please specify	-1 Not Applicable
12.6 Total Capital Revenue (12.1c + 12.2 + 12.3 + 12.4) [PLSC 404]	\$0

Capital Expenditures

Include funds expended during the fiscal year report period for: site acquisitions; new building(s); additions to or renovations of existing buildings; furnishings, equipment, and initial collections for new buildings, building additions, or building renovations; computer hardware and software used to support library operations, to link to networks, or to run information products; new vehicles; or other one-time major projects.

Exclude expenditures for: replacement and/or repair of existing furnishings and equipment, regular purchase of library materials, investments for capital appreciation, income passed through to another agency (e.g., fines), and funds unspent in previous fiscal year (e.g., carryover).

NOTE: Round answers to the nearest whole dollar.

12.7 Total Capital Expenditures [PLSC 405]	\$15,596
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PERSONNEL (13.1 - 13.46)

Include all positions funded in the library's budget whether those positions are filled or not. Report position figures as of the last day of the fiscal year. Include only paid employees. Do NOT include volunteers.

Report personnel in the appropriate categories based on the type of library work being performed rather than on an employee's educational qualifications.

The FTE (full-time equivalent/employee) calculator utilizes the IMLS/PLSC national standard for a full-time work week as 40 hours per week. Illinois libraries should report each staff member's hours per week based on the number of hours worked. If your library considers 35-39+ hours per week as a full-time work week, then report using those figures. DO NOT inflate the hours your library considers as a full-time work week in order to force the resulting calculation to equal 1 FTE. For national comparison purposes, your library must report the total hours per week based on your local standard. For example, for an Illinois library that considers 37.5 hours per week as a full-time work week, the FTE calculation reported nationally will be .9375 or .94 rather than 1.00.

Group A

This category includes all LIBRARIANS with MASTER'S DEGREES from an American Library Association (ALA) ACCREDITED program of Library and Information Studies. Another row will automatically appear once data is entered in the current row.

Summary	4	4	\$103.02	154.00
13.1 Position Title	13.2 Primary Work Area	13.3 Hourly Rate	13.4 Total Hours/Week	
Library Director	Library Director	\$39.12	40.00	
Collection Development Librarian	Collection Development Acquisitions	\$26.00	40.00	
Youth Services Librarian	Children's Services	\$21.64	40.00	
Outreach Services Coordinator	Other Type of Librarian	\$16.26	34.00	

Group A Total

13.5 Total Group A: FTE ALA-MLS (13.4 / 40) [PLSC 250]	3.85
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Group A hidden group hours**Group B**

This category includes other librarians. Include employees with the TITLE of LIBRARIAN who either have other types of library education (non-American Library Association (ALA) accredited library degrees; undergraduate library science majors or minors) OR do paid work that usually requires professional training and skill in the theoretical or scientific aspects of library work, or both, as distinct from its mechanical or clerical aspects. Another row will automatically appear once data is entered in the current row.

Summary	2	2	\$43.67	72.00
13.6 Position Title	13.7 Primary Work Area	13.8 Education Level	13.9 Hourly Rate	13.10 Total Hours/Week
Young Adult Coordinator	Young Adult Services	Bachelor's Degree: No library science	\$19.00	32.00
Head of Information Services	Adult Services	Bachelor's Degree: major or minor in library science	\$24.67	40.00

Group B Total

13.11 Total Group B: FTE Other Librarians (13.10/40)	1.80
13.12 Total FTE Librarians (13.5 + 13.11) [PLSC 251]	5.65

Group C

Group C

This category includes full-time and part-time professional staff without the title of librarian and administrative support specialists (personnel director, business manager, public relations, other non-library specialists), information technology professionals (IT director, webmaster) and other technical and clerical employees.

13.13 Total hours worked in a typical week by all Group C employees	380.00
13.14 Minimum hourly rate actually paid	\$12.00
13.15 Maximum hourly rate actually paid	\$25.25
13.16 Total FTE Group C employees (13.13 / 40)	9.50

Group D

This category includes full-time and part-time pages or shelveers.

13.17 Total hours worked in a typical week by all Group D employees	34.00
13.18 Minimum hourly rate actually paid	\$11.00
13.19 Maximum hourly rate actually paid	\$11.00
13.20 Total FTE Group D employees (13.17 / 40)	0.85

Group E

This category includes full-time and part-time building maintenance, security or plant operation employees.

13.21 Total hours worked in a typical week by all Group E employees	40.00
13.22 Minimum hourly rate actually paid	\$20.40
13.23 Maximum hourly rate actually paid	\$20.40
13.24 Total FTE Group E employees (13.21 / 40)	1.00
13.25 Total FTE Other Paid Employees from Groups C, D, and E (13.16 + 13.20 + 13.24) [PLSC 252]	11.35
13.26 Total FTE Paid Employees (13.12 + 13.25) [PLSC 253]	17.00

Librarian Vacancies

Include only those budgeted librarian positions vacant on the last day of this fiscal year for which there was an active search while the position remained vacant. Another row will automatically appear once data is entered in the current row.

Summary						
	13.27 Position Title	13.28 Primary Work Area	13.29 Education Level	13.30 Total Hours/Week	13.31 Number of Weeks Vacant during report period.	13.32 Annual Salary Range Minimum 13.33 Annual Salary Range Maximum

Newly Created Librarian Positions

Include any newly created librarian positions which were created during the fiscal year reporting period. Another row will automatically appear once data is entered in the current row.

Summary					
	13.34 Position Title	13.35 Primary Work Area	13.36 Education Level	13.37 Total Hours/Week	13.38 Current Status: Filled or Unfilled 13.39 Date Filled (mm/year, if applicable)

Eliminated Librarian Positions

An eliminated librarian position is one that was budgeted for during the previous fiscal year period but was not in the budget for the current report period. Another row will automatically appear once data is entered in the current row.

Summary							
	13.40 Position Title	13.41 Primary Work Area	13.42 Education Level	13.43 Total Hours/Week	13.44 Date Eliminated (mm/year)	13.45 Last Annual Salary Paid	13.46 Reason Eliminated

SERVICE HOURS/LIBRARY VISITS (14.1 - 14.3)

This section collects information on the number of library service hours and visits. Use an actual annual count, if available; otherwise, calculate an estimate based on a typical week and then multiply by the number of weeks open.

Minor variations in actual public service hours need not be included; however, extensive hours closed to the public due to natural disasters or other critical events should be excluded from the annual calculation.

14.1a Total public service hours PER YEAR for the MAIN/CENTRAL LIBRARY [PLSC 713]	2,524
14.1b Total public service hours PER YEAR for all BRANCH LIBRARIES & BOOKMOBILES	0
14.1c Total scheduled public service hours PER YEAR for ALL SERVICE OUTLETS (14.1a + 14.1b) [PLSC 500]	2,524
14.2 Total number of weeks, during the fiscal year, the MAIN/CENTRAL LIBRARY was open for service to the public [PLSC 714]	44
14.3 Total annual visits/attendance in the library [PLSC 501]	55,246
14.3a Library Visits Reporting Method [PLSC 501a]	Annual Count

PROGRAMS & ATTENDANCE (15.1 - 15.17)**Programs:**

A program is any planned event which introduces the group attending to any of the broad range of library services or activities or which directly provides information to participants. Programs may cover use of the library, library services, or library tours. Programs may also provide cultural, recreational, or educational information, often designed to meet a specific social need. Examples of these types of programs include film showings; lectures; story hours; literacy, English as a second language, citizenship classes; and book discussions.

Count all programs, whether held on- or off-site, that are sponsored or co-sponsored by the library. Exclude programs sponsored by other groups that use library facilities. If programs are offered as a series, count each program in the series. For example, a film series offered once a week for eight weeks should be counted as eight programs.

Note: Exclude library activities delivered on a one-to-one basis, rather than to a group, such as one-to-one literacy tutoring, services to homebound, resume writing assistance, homework assistance, and mentoring activities.

Passive Programs:

A passive program is any planned event for which the patron can participate on their own (instead of at a designated time with a group). Registration is not required. A staff member may monitor the activity, but may or may not directly interact with the participants. Examples of these types of events include drop-in craft sessions, library scavenger hunts (when not done as part of a group), etc.

Count all passive programs, whether held on- or off-site, that are sponsored or co-sponsored by the library. Exclude programs sponsored by other groups that use library facilities. If programs are offered as a series, count each program in the series.

	15.1 Programs	15.2 Attendance	15.3 Passive Programs	15.4 Passive Program Attendance
Children's	15	134	360	7,772
Young Adult	6	54	29	644
Other	135	1,231	12	278
Total	156	1,419	401	8,694
15.17a Did the library provide any special programming for patrons on the autism spectrum?	Yes			
15.17b Please describe the programming provided.	Take and Make crafting			

REGISTERED USERS (16.1 - 16.4)

This section collects information about the number of resident and non-resident library users. A registered user is a library user who has applied for and received an identification number or card from the public library that has established conditions under which the user may borrow library materials and gain access to other library resources.

Note: Files should have been purged within the past three (3) years.

16.1 Total Number of Unexpired Resident Cards	6,247
16.2a Total Number of Unexpired Non-resident Cards	243
16.2a (1) Of the total in 16.2a, how many Cards for Kids Act cards were issued? ²	0
16.2a (2) Of the total in 16.2a, how many Disabled Veterans cards were issued? ³	0
16.2b What was the total amount of the fees collected from the sale of non-resident cards during the past fiscal year?	\$3,558.00
16.3 Total Number of Registered Users (16.1 + 16.2a) [PLSC 503]	6,490
16.4 Is your library's registered user/patron file purged a minimum of one time every three years?	Yes

RESOURCES OWNED (17.1 - 17.9)

Libraries are required by statute [75 ILCS 5/4-10(3), 75 ILCS 16/30-65(a)(6)] to provide a statement as to the number and character of items in the library's collection available for use as of the last day of the fiscal year report period.

This section of the survey collects data on selected types of materials. It does not cover all materials (i.e., microforms, loose sheet music, maps, and pictures) for which expenditures are reported under Print Materials Expenditures, Electronic Materials Expenditures, and Other Material Expenditures. Under this category report only items the library has acquired as part of the collection and cataloged, whether purchased, lease, licensed, or donated as gifts that have been purchased, leased or licensed by the library, a consortium, the state library, a donor or other person or entity. Included items must only be accessible with a valid library card or at a physical library location; inclusion in the catalog is not required. Do not include items freely available without monetary exchange. Do not include items that are permanently retained by the patron; count only items that have a set circulation period where it is available for their use. Count electronic materials at the administrative entity level; do not duplicate numbers at each branch.

For guidance in counting electronic materials, please reference the following guide: [Counting Electronic Materials for the IPLAR](#)

17.1 Print Materials [PLSC 450]	104,829
17.2 Current Print Serial Subscriptions [PLSC 460]	115
17.3 Total Print Materials (17.1+17.2)	104,944
17.4 E-books Held at end of the fiscal year [PLSC 451]	63,906
17.5a Audio Recordings: Physical Units Held at end of the fiscal year [PLSC 452]	7,964
17.5b Audio Recordings: Downloadable Units Held at end of the fiscal year [PLSC 453]	19,639
17.6a DVDs/Videos: Physical Units Held at end of the fiscal year [PLSC 454]	7,836
17.6b DVDs/Videos: Downloadable Units Held at end of the fiscal year [PLSC 455]	25,630

Electronic Collections

Report the number of electronic collections. An electronic collection is a collection of electronically stored data or unit records (facts, bibliographic data, abstracts, texts, photographs, music, video, etc.) with a common user interface and software for the retrieval and use of the data. An electronic collection may be organized, curated and electronically shared by the library, or rights may be provided by a third party vendor. An electronic collection may be funded by the library, or provided through cooperative agreement with other libraries, or through the State Library. Do not include electronic collections that are provided by third parties and freely linked to on the web.

Electronic Collections do not have a circulation period, and may be retained by the patron. Remote access to the collection may or may not require authentication. Unit records may or may not be included in the library's catalog; the library may or may not select individual titles. Include electronic collections that are available online or are locally hosted in the library.

Note: The data or records are usually collected with a particular intent and relate to a defined topic.

Report the number of electronic collections acquired through curation, payment or formal agreement, by source of access.

17.7 Local/Other Cooperative agreements [PLSC 456]	9
17.8 State (state government or state library) [PLSC 457]	16
17.9 Total Electronic Collections (17.7 + 17.8) [PLSC 458]	25

USE OF RESOURCES (18.1 - 18.17)

Libraries are required by statute [75 ILCS 5/4-10(3), 75 ILCS 16/30-65(a)(6)] to provide a statement as to the number and character of items circulated by the library. Report for the library's entire fiscal year.

18.1 Number of adult materials loaned	84,887
18.2 Number of young adult materials loaned	6,152
18.3 Number of children's materials loaned [PLSC 551]	62,177
18.4 Total number of materials loaned (18.1 + 18.2 + 18.3)	153,216

Report circulation, including renewals, by the material types below.

For guidance in counting electronic content circulation and usage, please reference the following guide: [Reporting Electronic Item Usage for the IPLAR](#)

18.5 Books- Physical	110,726
18.6 Videos/DVDs- Physical	31,828
18.7 Audios (include music)- Physical	7,860
18.8 Magazines/Periodicals- Physical	2,789
18.9 Other Items- Physical	13
18.10 Physical Item Circulation (18.5-18.9) [PLSC 553]	153,216
18.11 Use of Electronic Materials [PLSC 552]	25,173
18.12 Total Circulation of Materials (18.10+18.11) [PLSC 550]	178,389
18.13 Successful Retrieval of Electronic Information [PLSC 554]	22,986
18.14 Electronic Content Use (18.11+18.13) [PLSC 555]	48,159
18.15 Total Collection Use (18.10+18.11+18.13) [PLSC 556]	201,375
18.16 Interlibrary Loans Provided TO other libraries [PLSC 575]	12,878
18.17 Interlibrary Loans Received FROM other libraries [PLSC 576]	12,624

PATRON SERVICES (19.1-19.2)

This section gathers information on services the library provides to its patrons. Please fill in the information requested.

Reference Transactions

Reference Transactions are information consultations in which library staff recommend, interpret, evaluate, and/or use information resources to help others to meet particular information needs.

A reference transaction includes information and referral service as well as unscheduled individual instruction and assistance in using information sources (including web sites and computer-assisted instruction). Count Readers Advisory questions as reference transactions.

NOTE: It is essential that libraries do not include directional transactions in the report of reference transactions. Directional transactions include giving instruction for locating staff, library users, or physical features within the library. Examples of directional transactions include, "Where is the reference librarian? Where is Susan Smith? Where is the rest room? Where are the 600s? Can you help me make a photocopy?"

If an annual count is not available, then select a typical week and multiply by 52 to estimate the annual count.

19.1 Total Annual Reference Transactions [PLSC 502]	12,441
19.1a Reference Transactions Reporting Method [PLSC 502a]	Annual Estimate Based on Typical Week(s)

One-on-One Tutorials

One-on-one tutorials are when a staff member spends a considerable amount of time tutoring or teaching a patron on a specific subject. Note that these are different from programs, which are put on for a group, and reference transactions, which are limited to information consultations (see definition above).

19.2 Total Annual One-on-One Tutorials

41

AUTOMATION (20.1 - 20.5)

This section is collecting information about automation technology in your library. Please provide the requested information below.

20.1 Total number of ALL computers in the library

87

20.2 Total number of PUBLIC USE (Internet and non-Internet accessible) computers in the library

57

20.3 Is your library's catalog automated?

Yes

20.4 Is your library's catalog accessible via the web?

Yes

20.5 Does your library have a telecommunications messaging device for the hearing impaired?

No

INTERNET (21.1 - 21.9)

This section collects information about internet services in the library facility. Please provide the requested information below.

21.1 Does your library have Internet access?

Yes

21.2a What is the maximum speed of your library's Internet connection? (Select one)

45 Mbps or more

21.2b If Other, please specify

21.3 What is the monthly cost of the library's internet access?

\$315

21.4 Number of Internet Computers Available for Public Use [PLSC 650]

28

21.5 Number of Uses (Sessions) of Public Internet Computers Per Year [PLSC 651]

8,857

21.6 Wireless Sessions Per Year [PLSC 652] ⁴

0

21.7 Does your library utilize Internet filters on some or all of the public access computers?

Yes

21.8 Does your library provide instruction (workshops, classes) to patrons on the use of the Internet?

Yes

21.9 Number of website visits or sessions to your library website [PLSC 653]

49,260 --Select--

E-RATE (22.1 - 22.3)

E-Rate is the commonly used name for the Schools and Libraries Program of the Universal Service Fund, which is administered by the Universal Service Administrative Company (USAC) under the direction of the Federal Communications Commission (FCC). The program provides discounts to assist schools and libraries in the United States to obtain affordable telecommunications and Internet access.

22.1 Did your library apply directly for E-rate discounts for the fiscal year?

Yes

22.2a If YES, did your library apply for Category 1, Category 2 or both?

Category 2

22.2b IF YES, what is the dollar amount that your library was awarded for the fiscal year report period?

\$3,239

22.3 If NO, why did your library NOT participate in the E-rate program?

STAFF DEVELOPMENT & TRAINING (23.1 - 23.5)

This section focuses on staff development and training. Please provide the requested information below.

23.1 How much money did your library spend on staff development and training this fiscal year? (Round answer to the nearest whole dollar.)	\$600
23.2 Does the above amount include travel expenses?	No
23.3 How many hours of training did employees receive this year?	125.00
23.4 Does your library provide training to enable staff to better serve their patrons on the autism spectrum?	Yes
23.5 Would you like to receive autism training at your library?	Yes

COMMENTS AND SUGGESTIONS (24.1-24.3)

Please use this section to provide further information about your library and/or comments or suggestions for changes to the IPLAR process. We will use the comments you supply to better represent your data to the Public Library Survey and to help improve future versions of the IPLAR.

24.1 Are there any other factors that may have affected your library's annual report data of which you would like to make us aware?	-1 No Comments
24.2 Are there any unique programs or services your library provided during the report period of which you would like to make us aware?	-1 No Comments
24.3 Please provide any comments, suggestions or concerns about the Illinois Public Library Annual Report (IPLAR).	-1 No Comments

COVID-19 QUESTIONS

Closed Outlets Due to COVID-19	Yes
Public Services During COVID-19	Yes
Electronic Materials Added Due to COVID-19	Yes
Electronic Library Cards Issued Before COVID-19	No
Electronic Library Cards Issued During COVID-19	Yes
Reference Service During COVID-19	Yes
Outside Service During COVID-19	Yes
Live Virtual Programs During COVID-19	Yes
Recordings of Program Content During COVID-19	Yes
External WiFi Access Before COVID-19	Yes
External WiFi Access Added During COVID-19	No
External WiFi Access Increased During COVID-19	No
Staff Re-Assigned During COVID-19	Yes

PUBLIC LIBRARY DISTRICT SECRETARY'S AUDIT (25.1-25.5)

Public Library Districts are required by statute [75 ILCS 16/30-65(a)(1),(c)(d)] to submit the Public Library District Secretary's Audit.

NOTE: If there ARE any errors or discrepancies, please list and explain fully.

25.1 Were the secretary's records found to be complete and accurate?	Not Applicable
25.2 If NO, please list and explain any errors or discrepancies.	-1 Not Applicable
25.3 First board member completing the audit	-1 Not Applicable
25.4 Second board member completing the audit	-1 Not Applicable
25.5 Date the Secretary's Audit was completed	-1 Not Applicable

IPLAR CERTIFICATION

Please have the library director, board president and board secretary type their names in the boxes provided to certify that they agree with the following statement:

This Illinois Public Library Annual Report (IPLAR) is being filed in accordance with 75 ILCS 5/4-10 (municipal libraries) or 75 ILCS 16/30-65 (public library districts). The undersigned authorized agents for this public library: (1) accept and acknowledge that the appended IPLAR is essentially accurate and correct; (2) transmit the appended IPLAR for review and any subsequent resolution; and, (3) agree that the electronic IPLAR copy submitted to the Illinois State Library shall serve as the official file copy.

	Electronic Signature	Date
Library Director	Jeff Brooks	06/22/2021
President	Carrie Allen	06/22/2021
Secretary	Leslie Leitner	06/22/2021

IPLAR SUBMISSION REMINDERS

Follow these steps for IPLAR submission:

1. Select the "Verify" button located at the top of the screen.
2. Review the form and resolve any required fields or edit checks (they will be highlighted in red). In the case of edit checks, explain pragmatically why this year's answer is equal to, less than, or more than the previous year's answer.
3. Select the "Submit/Lock" button at the top of the page.

NOTE: All required questions must be answered and all edit checks must contain narrative notes in order for the survey to electronically submit, otherwise you will be taken to a review screen listing the questions that require additional information. If you have trouble getting the form to submit/lock, please contact Pat Burg (217-785-1168, pburg@ilsos.gov).

¹, 8.12 yes. the same (0-2021-06-17)

², 16.2a (1) Our intergovernmental agreements covers all children regardless of family income. Any child enrolled in our schools is eligible for a library card. (0-2021-06-17)

³, 16.2a (2) Because we use the property tax based method of charging for library cards, any disabled veteran who is exempt from paying property tax is already eligible for a Pekin Library card at no charge (0-2021-06-17)

⁴, 21.6 we do not track wifi sessions (0-2021-06-17)

**REQUEST FOR COUNCIL ACTION**

Agenda Date: July 26, 2021
To: Council Members
From: Lee Wrhel, Police & Fire Secretary

AGENDA ITEM: PD Stats - June 2021

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

Jun 2021 WEEKLY STATS	May 30 - Jun 5	Jun 6 - 12	Jun 13 - 19	Jun 20 - 26	Jun 27 - Jul 3	TOTAL
PATROL						
Calls for service	482	532	376	496	552	2438
Buisness / Bar checks	69	82	86	90	72	399
Traffic stops	34	36	111	14	22	217
Phone calls & station information	43	53	166	42	45	349
Reports	74	49	57	63	67	310
Supplements	22	21	12	20	19	94
Impounds	8	4	8	4	5	29
Arrests	112	76	51	55	79	373
Citations	29	39	44	20	23	155
Written warnings	13	9	5	0	5	32
Cell phone	1	1	0	1	0	3
Truck route	0	0	0	0	0	0
Low-speed gas bicycle	0	1	0	0	2	3
Pedestrian stops	0	0	0	0	0	0
DUI	0	1	1	0	0	2
Crashes	4	29	14	16	13	76
Field contact	0	0	0	0	0	0
Parking tickets - Parking Enforce	2	0	1	0	1	4
Parking tickets - Patrol	0	2	0	0	0	2
Animal controls tickets - AC	0	0	0	0	0	0
Animal - Patrol	0	0	0	0	0	0
NOT COUNTED (those listed below)						
Julie notifications	0	0	0	0	0	0
Repossessions	0	0	1	0	1	2
Incident created in error	0	0	0	0	0	0
Law test nature code	0	0	0	1	0	1

RECORDS						
Notice to Appears	0	0	0	0	0	0
Citations	0	0	0	0	0	0
Warnings	0	0	0	0	0	0
Freedom of Information / Pages	16 / 176 pgs	13 / 176 pgs	20 / 394 pgs	26 / 375 pgs	14 / 125 pgs	89 / 1246 pgs
CD/DVD'S FOR FOI OR SUBPOENAS	0	10	6	7	24	47
SEX Offender Registration	17	12	15	8	10	62
Impounds processed	8	4	8	4	5	29
Impound fees collected	\$1,500.00	\$ 3,000.00	\$ 2,000.00	\$ 1,500.00	\$ 2,500.00	\$10,500.00
Fines collected	\$2,575.00	\$ 3,045.00	\$ -	\$3,218.50	\$0.00	\$8,838.50
Reports	2	0	0	0	3	5
Supplemental reports	1	0	0	0	0	1
Fingerprints processed	1	2	0	3	0	6
Court case files	21	29	32	19	32	133
DVD/CD for court	4	5	6	7	4	26
Pieces of logged evidence	36	25	21	23	50	155
Backgrounds for other LAW/GOVT. Agen	20	11	13	7	18	69
False alarm letters	0	12	0	0	1	13
Certificate of Purchase	0	3	1	0	1	5
Certificate of Purchase Final Letters	0	0	0	0	6	6
Evidence Pulled to be destroyed	202	17	67	2	42	330
Subpoenas / Expungements	001 / 000	001/002	001/000	000/000	000 / 000	003 / 002
AVRS Crash Report Sales / \$	20 / \$100	8 / \$40	28 / \$148	16 / \$80	25 / \$125	97 / \$493

Attachment: PD Stats June 2021 (2710 : PD Stats - June 2021)

**REQUEST FOR COUNCIL ACTION**

Agenda Date: July 26, 2021
To: Council Members
From: Roy Beckham,

AGENDA ITEM: Accounts Payable To Be Paid Proof List thru July 23, 2021

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

7/22/2021

Date:

Accounts Payable

To Be Paid Proof List

User: mkflatley
 Printed: 07/22/2021 - 8:37AM
 Batch: 00006.07.2021 - missy1 7/23/21 city



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				
AAIM EA Training and Consulting LLC									
10918									
*** 48705	6/30/2021	18.00	0.00	07/23/2021				No	0
100-990-590900 Police And Fire Commission				2 credit checks					
*** 48705	6/30/2021	454.20	0.00	07/23/2021				No	0
223-023-569000 Other Contractual Service				2 background checks					
*** 48705	6/30/2021	106.05	0.00	07/23/2021				No	0
100-007-569000 Other Contractual Service				1 background check					
						</			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
1522	7/20/2021	99.17	0.00	07/23/2021				No	0
100-034-534000 Automotive Expense				gasket sets and coil boot for fire 2					
1522 Total:		99.17							
2210	7/16/2021	66.99	0.00	07/23/2021				No	0
699-069-534400 Equipment Repairs				battery for vmf trailer					
2210 Total:		66.99							
7725	6/24/2021	40.92	0.00	07/23/2021				No	0
100-068-534000 Automotive Expense				dodge 472 brake calipers					
7725 Total:		40.92							
7732	6/24/2021	11.06	0.00	07/23/2021				No	0
100-068-534000 Automotive Expense				dodge 472 brake calipers					
7732 Total:		11.06							
7741	6/24/2021	5.18	0.00	07/23/2021				No	0
699-069-534000 Automotive Expense				compression union					
7741 Total:		5.18							
7755	6/25/2021	71.90	0.00	07/23/2021				No	0
100-068-534000 Automotive Expense				dodge 472 tune up parts					
7755 Total:		71.90							
7759	6/25/2021	5.18	0.00	07/23/2021				No	0
699-069-534000 Automotive Expense				compression fitting					
7759 Total:		5.18							
*** 7782	6/25/2021	42.96	0.00	07/23/2021				No	0
100-034-534000 Automotive Expense				axle o-rings/seals for rescue 2					
7782 Total:		42.96							
7797	6/25/2021	94.38	0.00	07/23/2021				No	0
100-034-534000 Automotive Expense				hub oil seals for rescue 2					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	7797 Total:	94.38							
7798	6/25/2021	27.92	0.00	07/23/2021				No	0
501-501-534000 Automotive Expense				headlights					
	7798 Total:	27.92							
7799	6/25/2021	34.79	0.00	07/23/2021				No	0
699-069-534000 Automotive Expense				a/c splice					
	7799 Total:	34.79							
7838	6/28/2021	31.92	0.00	07/23/2021				No	0
501-501-534000 Automotive Expense				headlights					
	7838 Total:	31.92							
7898	6/29/2021	71.15	0.00	07/23/2021				No	0
100-761-534000 Automotive Expense				plugs, gasket for squad 5105					
	7898 Total:	71.15							
7907	6/30/2021	336.74	0.00	07/23/2021				No	0
100-034-534000 Automotive Expense				gear box for rescue 2					
	7907 Total:	336.74							
7913	6/30/2021	5.90	0.00	07/23/2021				No	0
699-069-534000 Automotive Expense				hose clamps for vmf 5077					
	7913 Total:	5.90							
7932	6/30/2021	59.26	0.00	07/23/2021				No	0
100-761-534000 Automotive Expense				vvt solenoid for #612					
	7932 Total:	59.26							
7967	7/1/2021	43.34	0.00	07/23/2021				No	0
100-034-534000 Automotive Expense				steering stabilizer for rescue 2					
	7967 Total:	43.34							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
8068	7/6/2021	116.57	0.00	07/23/2021				No	0
100-007-534000 Automotive Expense				new battery for pw244					
8068 Total:		116.57							
*** 8228	7/9/2021	90.61	0.00	07/23/2021				No	0
223-023-534000 Automotive Expense				oil filters for sw7					
8228 Total:		90.61							
8234	7/9/2021	11.89	0.00	07/23/2021				No	0
223-023-534000 Automotive Expense				fuel tank lock ring for sw2					
8234 Total:		11.89							
8286	7/12/2021	16.74	0.00	07/23/2021				No	0
223-023-534000 Automotive Expense				serp belt for sw2					
8286 Total:		16.74							
8287	7/12/2021	28.48	0.00	07/23/2021				No	0
223-023-534000 Automotive Expense				serp tensioner for sw2					
8287 Total:		28.48							
8388	7/14/2021	160.00	0.00	07/23/2021				No	0
445-041-534000 Automotive Expense				service brake valves for sw					
8388 Total:		160.00							
8432	7/15/2021	43.36	0.00	07/23/2021				No	0
100-034-534000 Automotive Expense				oil/fuel filters for L4					
8432 Total:		43.36							
8597	7/20/2021	128.79	0.00	07/23/2021				No	0
445-041-534000 Automotive Expense				starter for st403					
8597 Total:		128.79							
Advance Auto Parts Total:		2,069.71							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Aladtec, Inc. 12520 20211960	6/24/2021	1,945.50	0.00	07/23/2021				No	0
100-009-550300 Telephone				file scheduling software 7/10/21-1/9/22					
20211960 Total:		1,945.50							
Aladtec, Inc. Total:		1,945.50							
All Small Engine N More LLC 13945 *** 2128	7/1/2021	177.00	0.00	07/23/2021				No	0
100-032-557200 License And Inspection Fees				inspections on vehicle #6, 24 and 22					
*** 2128	7/1/2021	610.00	0.00	07/23/2021				No	0
501-501-557200 License And Inspection Fees				inspections on buses					
2128 Total:		787.00							
*** 2173	7/15/2021	61.00	0.00	07/23/2021				No	0
501-501-557200 License And Inspection Fees				bus inspections					
*** 2173	7/15/2021	176.00	0.00	07/23/2021				No	0
100-032-557200 License And Inspection Fees				truck inspections					
2173 Total:		237.00							
All Small Engine N More L		1,024.00							
Allegra Print & Imaging 10016 63813	7/9/2021	423.00	0.00	07/23/2021				No	0
501-501-522400 General Supplies				business cards and 3 banners					
63813 Total:		423.00							
63838	7/2/2021	32.50	0.00	07/23/2021				No	0
208-208-597700 Sponsorships				flyers for downtown concert in august					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	63838 Total:	32.50							
	Allegra Print & Imaging To	455.50							
Altorfer Inc 10019 pc330174234	7/10/2021	54.16	0.00	07/23/2021				No	0
231-030-534400 Equipment Repairs				sw water temp sender for hickory hills liftstation					
	pc330174234 Total:	54.16							
wo020101595	6/21/2021	72.61	0.00	07/23/2021				No	0
445-041-534000 Automotive Expense				mini hex air filters for st481					
	wo020101595 Total:	72.61							
wo430052176	7/6/2021	2,244.00	0.00	07/23/2021				No	0
231-031-534400 Equipment Repairs				maintenance on generator					
	wo430052176 Total:	2,244.00							
	Altorfer Inc Total:	2,370.77							
Amazon 10020 0150290cm-05	7/2/2021	212.96	0.00	07/23/2021				No	0
100-007-534000 Automotive Expense				took credit twice					
	0150290cm-05 Total:	212.96							
437587433868	6/17/2021	116.98	0.00	07/23/2021				No	0
100-009-519000 Training And Education				training books					
	437587433868 Total:	116.98							
438673436594	6/14/2021	28.98	0.00	07/23/2021				No	0
100-068-522400 General Supplies				shop towels					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
438673436594	Total:	28.98							
443399787796	7/6/2021	980.00	0.00	07/23/2021				No	0
100-068-529000	Equipment			2 hdtv/monitors					
443399787796	Total:	980.00							
443767984957	6/30/2021	35.68	0.00	07/23/2021				No	0
100-009-522400	General Supplies			label cartridge					
443767984957	Total:	35.68							
443957344537	6/10/2021	39.99	0.00	07/23/2021				No	0
100-001-599000	Miscellaneous			garrison gift					
443957344537	Total:	39.99							
445599454773	6/15/2021	24.02	0.00	07/23/2021				No	0
100-034-534400	Equipment Repairs			roller for boat trailer					
445599454773	Total:	24.02							
449484885588	6/10/2021	730.05	0.00	07/23/2021				No	0
100-068-522400	General Supplies			filters and toilet paper holders					
449484885588	Total:	730.05							
457786796595	6/16/2021	38.33	0.00	07/23/2021				No	0
100-009-519000	Training And Education			book on UCS Cisco					
457786796595	Total:	38.33							
459357589453	6/17/2021	119.96	0.00	07/23/2021				No	0
501-501-522400	General Supplies			4 keyboards for work stations					
459357589453	Total:	119.96							
463343994635	6/11/2021	26.40	0.00	07/23/2021				No	0
501-501-520200	Office Supplies			badge holders					
463343994635	Total:	26.40							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
*** 464446393733	6/22/2021	199.99	0.00	07/23/2021				No	0
100-068-534000 Automotive Expense				water pump for f150					
*** 464446393733	6/22/2021	36.98	0.00	07/23/2021				No	0
501-501-522400 General Supplies				key tags					
464446393733 Total:		236.97							
465539546647	6/15/2021	104.56	0.00	07/23/2021				No	0
100-034-529000 Equipment				buoy					
465539546647 Total:		104.56							
468374783949	6/17/2021	130.25	0.00	07/23/2021				No	0
100-068-529000 Equipment				5 monitor mounts					
468374783949 Total:		130.25							
547874793838	6/29/2021	17.99	0.00	07/23/2021				No	0
501-501-522400 General Supplies				kraft bags with handles					
547874793838 Total:		17.99							
558558897949	6/21/2021	11.58	0.00	07/23/2021				No	0
501-501-520200 Office Supplies				rubber pen/pencil holders					
558558897949 Total:		11.58							
*** 563939648747	6/15/2021	12.99	0.00	07/23/2021				No	0
100-034-520200 Office Supplies				sharpies					
*** 563939648747	6/15/2021	14.04	0.00	07/23/2021				No	0
100-034-534400 Equipment Repairs				rollers for boat trailer					
563939648747 Total:		27.03							
586733397793	6/22/2021	39.99	0.00	07/23/2021				No	0
501-501-522400 General Supplies				key rings					
586733397793 Total:		39.99							
596368983674	6/26/2021	8.29	0.00	07/23/2021				No	0
699-069-522400 General Supplies				lable maker refill					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
596368983674	Total:	8.29							
639769376845	6/22/2021	220.00	0.00	07/23/2021				No	0
699-069-529000	Equipment			safety fall straps					
639769376845	Total:	220.00							
653959969643	6/30/2021	13.99	0.00	07/23/2021				No	0
100-009-522400	General Supplies			phone cases					
653959969643	Total:	13.99							
654868634569	6/28/2021	85.90	0.00	07/23/2021				No	0
100-034-529000	Equipment			2 channellocks					
654868634569	Total:	85.90							
655669964759	6/15/2021	207.89	0.00	07/23/2021				No	0
100-761-520200	Office Supplies			2 toner cartridger					
655669964759	Total:	207.89							
657756375556	7/2/2021	14.99	0.00	07/23/2021				No	0
100-761-520200	Office Supplies			flash drive storage sheet for 3 ring binder					
657756375556	Total:	14.99							
677969798843	6/22/2021	124.99	0.00	07/23/2021				No	0
100-761-534000	Automotive Expense			booster jump starter					
677969798843	Total:	124.99							
678869464584	6/21/2021	78.20	0.00	07/23/2021				No	0
100-009-599802	Computer Hardware			drive caddies					
678869464584	Total:	78.20							
*** 686865953935	6/22/2021	56.89	0.00	07/23/2021				No	0
100-068-529000	Equipment			lock box and label keys					
*** 686865953935	6/22/2021	12.99	0.00	07/23/2021				No	0
100-032-520200	Office Supplies			sharpie gell pens					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
686865953935 Total:		69.88							
743389637759	6/16/2021	900.00	0.00	07/23/2021				No	0
100-068-529000 Equipment				3 dispatch monitors					
743389637759 Total:		900.00							
749837768454	6/17/2021	22.58	0.00	07/23/2021				No	0
100-009-529000 Equipment				console cable					
749837768454 Total:		22.58							
763338348533	6/27/2021	199.46	0.00	07/23/2021				No	0
100-034-519000 Training And Education				fundementails of fire fighter skills/books for training					
763338348533 Total:		199.46							
778395335935	6/22/2021	224.98	0.00	07/23/2021				No	0
501-501-529000 Equipment				fork lift box					
778395335935 Total:		224.98							
784997588345	6/26/2021	174.96	0.00	07/23/2021				No	0
699-069-529000 Equipment				safety harness					
784997588345 Total:		174.96							
837383869887	6/17/2021	613.44	0.00	07/23/2021				No	0
501-501-522400 General Supplies				welcome back bags for bus drivers					
837383869887 Total:		613.44							
844784385338	6/17/2021	309.25	0.00	07/23/2021				No	0
100-009-599802 Computer Hardware				docking station					
844784385338 Total:		309.25							
857788396998	6/18/2021	168.91	0.00	07/23/2021				No	0
100-009-522400 General Supplies				phone covers					
857788396998 Total:		168.91							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
866847569335	6/15/2021	5.80	0.00	07/23/2021				No	0
100-034-529000 Equipment				water floating life saving ropes					
866847569335 Total:		5.80							
975993785743	6/19/2021	35.98	0.00	07/23/2021				No	0
501-501-522400 General Supplies				kraft bags with handles					
975993785743 Total:		35.98							
988869663743	7/6/2021	10.89	0.00	07/23/2021				No	0
100-068-522400 General Supplies				business card binder					
988869663743 Total:		10.89							
L210610	6/9/2021	0.92	0.00	07/23/2021				No	0
100-990-599000 Miscellaneous				late charge					
L210610 Total:		0.92							
L210710	7/9/2021	14.21	0.00	07/23/2021				No	0
100-990-599000 Miscellaneous				late charge					
L210710 Total:		14.21							
Amazon Total:		6,427.23							
Amerencilco 10021									
*** 0483154119	7/1/2021	43.16	0.00	07/23/2021				No	0
240-240-550500 Electricity For Street Lights				310 margaret st traffic sign 5/31-6/29/21					
0483154119 Total:		43.16							
*** 0780071001	7/7/2021	26.23	0.00	07/23/2021				No	0
240-240-550500 Electricity For Street Lights				500 petri lane street lights 6/3-7/5/21					
0780071001 Total:		26.23							
*** 3139109012	7/7/2021	34.60	0.00	07/23/2021				No	0
240-240-550500 Electricity For Street Lights				hanna dr street lights 6/3-7/5/21					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
3139109012 Total:		34.60							
Amerencilco Total:		103.99							
ArchiveSocial 13658 15740	5/1/2021	4,788.00	0.00	07/23/2021				No	0
100-009-550300 Telephone				social archive maintenance 5/1/21-4/30/22					
15740 Total:		4,788.00							
ArchiveSocial Total:		4,788.00							
Area Recycling, Inc. 10417 4995415	6/30/2021	3,635.78	0.00	07/23/2021				No	0
223-026-566502 Recycling Expense				tipping fee curbside rc 6/1-6/30/21					
4995415 Total:		3,635.78							
Area Recycling, Inc. Total:		3,635.78							
Atlas Supply Company 10038 24589	7/1/2021	92.85	0.00	07/23/2021				No	0
100-068-522400 General Supplies				toilet bowl cleaner					
24589 Total:		92.85							
24717 100-068-522400 General Supplies	7/13/2021	239.97	0.00	07/23/2021				No	0
				cleaning supplies					
24717 Total:		239.97							
Atlas Supply Company To		332.82							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Automotive Spring 10040									
38675	7/6/2021	65.00	0.00	07/23/2021				No	0
100-068-534000 Automotive Expense				u-bolts for #472 yard crew truck					
	38675 Total:	65.00							
	Automotive Spring Total:	65.00							
Bayview Exteriors 14143									
07192021	7/19/2021	300.00	0.00	07/23/2021				No	0
261-319-511500 Econ Development Assist				small business grant					
	07192021 Total:	300.00							
	Bayview Exteriors Total:	300.00							
Britton Electronics 10083									
2218875	7/9/2021	2,601.50	0.00	07/23/2021				No	0
231-030-534400 Equipment Repairs				repairs at state st liftstation 6/25/21					
	2218875 Total:	2,601.50							
	Britton Electronics Total:	2,601.50							
Calpine Energy Solutions 10590									
*** 2119000148351	7/9/2021	28.90	0.00	07/23/2021				No	0
240-240-550600 Electricity For Signal Lights				mall and commercial/traffic lights 5/19-6/18/21					
*** 2119000148351	7/9/2021	6,746.60	0.00	07/23/2021				No	0
240-240-550500 Electricity For Street Lights				street lights 5/17-6/16/21					
*** 2119000148351	7/9/2021	61.85	0.00	07/23/2021				No	0
525-525-550100 Utilities				13906 airport ln electrical vault 5/4-6/3/21					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
211900014835119 Total:		6,837.35							
Calpine Energy Solutions T		6,837.35							
Casey Transportation Services, Inc 13206									
202125836	7/15/2021	458.44	0.00	07/23/2021				No	0
445-041-535000 Material & Hauling				/delivery of rock for dura patch 7/12/21					
202125836 Total:		458.44							
Casey Transportation Serv		458.44							
CDW Government Inc 10106									
g602152	7/8/2021	13,507.00	0.00	07/23/2021				No	0
100-009-599801 Computer Software				microsoft 2 year tuneup					
g602152 Total:		13,507.00							
CDW Government Inc Tot		13,507.00							
Centre State International Trucks, Inc. 10109									
275106	6/30/2021	22.10	0.00	07/23/2021				No	0
445-041-534000 Automotive Expense				battery hold down belts st422					
275106 Total:		22.10							
275179	7/6/2021	614.64	0.00	07/23/2021				No	0
445-041-534000 Automotive Expense				u-joints for st401					
275179 Total:		614.64							
275205	7/8/2021	447.60	0.00	07/23/2021				No	0
501-501-534000 Automotive Expense				3 windshields					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	275205 Total:	447.60							
	Centre State International T	1,084.34							
CenturyLink 10111 *** 304062244	6/25/2021	50.71	0.00	07/23/2021				No	0
100-009-550300 Telephone				phone lines for fire dept 6/25-7/24/21					
	304062244 Total:	50.71							
	CenturyLink Total:	50.71							
Chemsearch 10818 7415040	6/23/2021	537.50	0.00	07/23/2021				No	0
100-068-534200 Buildings And Grounds Rep				city hall water testing					
	7415040 Total:	537.50							
	Chemsearch Total:	537.50							
CINTAS Corporation 10115 4088175682	6/24/2021	177.32	0.00	07/23/2021				No	0
699-069-569000 Other Contractual Service				clean uniforms 6/24/21					
	4088175682 Total:	177.32							
4089387015	7/8/2021	177.32	0.00	07/23/2021				No	0
699-069-569000 Other Contractual Service				clean uniforms 7/5/21					
	4089387015 Total:	177.32							
	CINTAS Corporation Tota	354.64							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
City Solutions Consulting LLC 14124 67	7/19/2021	3,840.00	0.00	07/23/2021				No	0
100-001-569000 Other Contractual Service				consulting fee 7/6-7/19/21					
67 Total:		3,840.00							
City Solutions Consulting L		3,840.00							
Classical Dance Academy Inc 14189 07192021	7/19/2021	3,000.00	0.00	07/23/2021				No	0
261-319-511500 Econ Development Assist				small business grant					
07192021 Total:		3,000.00							
Classical Dance Academy I		3,000.00							
Cobbler Corner Inc 14190 07192021	7/19/2021	300.00	0.00	07/23/2021				No	0
261-319-511500 Econ Development Assist				small business grant					
07192021 Total:		300.00							
Cobbler Corner Inc Total:		300.00							
Comcast Cable 11073 *** 203130001183	7/2/2021	89.55	0.00	07/23/2021				No	0
100-990-569000 Other Contractual Service				cable at city hall and EOC 7/8-8/7/21					
203130001183 Total:		89.55							
*** 203130107121	5/26/2021	43.78	0.00	07/23/2021				No	0
501-501-569000 Other Contractual Service				1130 koch st cable 7/1-7/31/21					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
	203130107121 Total:	43.78							
*** 203130447667	7/4/2021	193.35	0.00	07/23/2021				No	0
100-032-569000 Other Contractual Service				2820 court st camera 7/11-8/10/21					
	203130447667 Total:	193.35							
*** 203130449291	7/1/2021	123.35	0.00	07/23/2021				No	0
100-032-569000 Other Contractual Service				1340 park ave camera 7/8-8/7/21					
	203130449291 Total:	123.35							
*** 203130449325	7/2/2021	113.35	0.00	07/23/2021				No	0
100-032-569000 Other Contractual Service				1500 s 2nd st camera 7/9-8/8/21					
	203130449325 Total:	113.35							
*** 203130641400	7/1/2021	123.35	0.00	07/23/2021				No	0
100-032-569000 Other Contractual Service				2600 s 2nd st camera 7/6-8/5/21					
	203130641400 Total:	123.35							
	Comcast Cable Total:	686.73							
Constellation Newenergy/Gas Division									
13810									
*** 3238972	7/14/2021	446.53	0.00	07/23/2021				No	0
100-068-550100 Utilities				various public properties for june 2021 services					
*** 3238972	7/14/2021	476.08	0.00	07/23/2021				No	0
100-068-550100 Utilities				1130 koch st unit A for june 2021 service					
*** 3238972	7/14/2021	54.13	0.00	07/23/2021				No	0
501-501-550100 Utilities				various bus dept locations for june 2021 service					
*** 3238972	7/14/2021	54.11	0.00	07/23/2021				No	0
699-069-550100 Utilities				various vmf locations for june 2021 service					
*** 3238972	7/14/2021	267.26	0.00	07/23/2021				No	0
100-034-550100 Utilities				various fire dept for june 2021 service					
*** 3238972	7/14/2021	63.31	0.00	07/23/2021				No	0
100-032-550100 Utilities				1208 koch st for june 2021 service					
*** 3238972	7/14/2021	109.15	0.00	07/23/2021				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
525-525-550100 Utilities *** 3238972	7/14/2021	184.38	0.00	07/23/2021	various airport locations for june 2021 service			No	0
231-031-550100 Utilities					various wwtp locations for june 2021 service				
3238972 Total:		1,654.95							
Constellation Newenergy/G		1,654.95							
Core & Main 10255 p080641	7/8/2021	275.00	0.00	07/23/2021				No	0
231-033-564100 Drainage Improvements					grate for catch basin repairs				
p080641 Total:		275.00							
p191511	7/8/2021	12,601.74	0.00	07/23/2021				No	0
231-033-564100 Drainage Improvements					sewer pipe, pvc sewer tee's for storm sewer repair				
p191511 Total:		12,601.74							
p209915	7/9/2021	2,048.80	0.00	07/23/2021				No	0
231-033-564100 Drainage Improvements					sewer tee and pvc pipe				
p209915 Total:		2,048.80							
p224583	7/13/2021	1,234.00	0.00	07/23/2021				No	0
231-033-564100 Drainage Improvements					pvc for storm sewer repair				
p224583 Total:		1,234.00							
Core & Main Total:		16,159.54							
DACRA Tech LLC 13058 dt20210501	5/1/2021	29,120.00	0.00	07/23/2021				No	0
100-009-538000 Maintenance Agreements					DACRA software maintenance fee 5/1/21-4/30/22				
dt20210501 Total:		29,120.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	DACRA Tech LLC Total:	29,120.00							
David Burling Excavating Inc 10091									
44224	6/23/2021	1,250.00	0.00	07/23/2021				No	0
231-030-564000 Sewer Maintenance/Improvement				sewer repair at 1500 sheridan 6/17/21					
44224 Total:		1,250.00							
44257	6/24/2021	1,475.00	0.00	07/23/2021				No	0
231-030-564000 Sewer Maintenance/Improvement				sewer repair at 1104 s 11th st 6/22/21					
44257 Total:		1,475.00							
44326	7/5/2021	1,450.00	0.00	07/23/2021				No	0
231-030-564000 Sewer Maintenance/Improvement				sewer repair at 1122 caroline 6/30/21					
44326 Total:		1,450.00							
44355	7/9/2021	980.00	0.00	07/23/2021				No	0
231-030-564000 Sewer Maintenance/Improvement				sewer repair at 1214 s 3rd damaged by IAWCO					
44355 Total:		980.00							
44379	7/12/2021	1,375.00	0.00	07/23/2021				No	0
231-030-564000 Sewer Maintenance/Improvement				sewer repair at 1016 ann eliza damaged by IAWCO					
44379 Total:		1,375.00							
David Burling Excavating In		6,530.00							
Dena's Nail & Spa 14191									
07192021	7/19/2021	300.00	0.00	07/23/2021				No	0
261-319-511500 Econ Development Assist				small business grant					
07192021 Total:		300.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
Dena's Nail & Spa Total:		300.00							
Dennison Chevrolet 10154 306443cvw	7/19/2021	4,182.98	0.00	07/23/2021	engine for tchs #4			No	0
699-070-534000 Automotive Expense									
306443cvw Total:		4,182.98							
Dennison Chevrolet Total:		4,182.98							
Eden K9 Consulting & Training Corp 13819 2415	7/1/2021	174.00	0.00	07/23/2021	k-9 software maintenance			No	0
100-009-538000 Maintenance Agreements									
2415 Total:		174.00							
Eden K9 Consulting & Tra		174.00							
Eertmoed, Louis 14460 07162021	7/16/2021	750.00	0.00	07/23/2021	backwater valve reimbursement at 526 market st			No	0
231-030-569000 Other Contractual Service									
07162021 Total:		750.00							
Eertmoed, Louis Total:		750.00							
Enterprise FM Trust 14302 fbn4251294	7/3/2021	6,599.76	0.00	07/23/2021	monthly squad lease july 2021			No	0
100-761-524000 Lease/rental Of Equipment									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	fbn4251294 Total:	6,599.76							
	Enterprise FM Trust Total	6,599.76							
Fastenal Company 10181									
ilpek163834	6/18/2021	13.29	0.00	07/23/2021				No	0
100-034-534000 Automotive Expense				bumper hardware for rescue 2					
	ilpek163834 Total:	13.29							
ilpek164208	7/9/2021	23.98	0.00	07/23/2021				No	0
699-069-522400 General Supplies				safety glasses and batteries					
	ilpek164208 Total:	23.98							
	Fastenal Company Total:	37.27							
FirsTech Inc. 12035									
*** 11542	6/30/2021	37.50	0.00	07/23/2021				No	0
231-029-569000 Other Contractual Service				june 2021 maintenance					
*** 11542	6/30/2021	37.50	0.00	07/23/2021				No	0
223-023-569000 Other Contractual Service				june 2021 maintenance					
	11542 Total:	75.00							
	FirsTech Inc. Total:	75.00							
Five Star Water 12219									
*** 106351	7/1/2021	23.05	0.00	07/23/2021				No	0
231-031-569000 Other Contractual Service				water delivery 7/1/21					
	106351 Total:	23.05							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	Five Star Water Total:	23.05							
G A Rich & Sons Inc 10212									
1471857	7/12/2021	1,454.00	0.00	07/23/2021				No	0
231-031-534400 Equipment Repairs				new fitting for one leaking on missing line in 88 digester					
	1471857 Total:	1,454.00							
	G A Rich & Sons Inc Total:	1,454.00							
Gem City Tire 12935									
30634	6/2/2021	130.00	0.00	07/23/2021				No	0
445-041-534000 Automotive Expense				2 tires for hot box					
	30634 Total:	130.00							
30636	6/2/2021	43.00	0.00	07/23/2021				No	0
223-023-534000 Automotive Expense				tire repair for sw					
	30636 Total:	43.00							
30641	6/2/2021	210.00	0.00	07/23/2021				No	0
699-070-534000 Automotive Expense				2 tires for tchs #2					
	30641 Total:	210.00							
30954	6/22/2021	3,165.49	0.00	07/23/2021				No	0
223-023-534000 Automotive Expense				tire repair/retreads for sw					
	30954 Total:	3,165.49							
31038	6/25/2021	2,012.56	0.00	07/23/2021				No	0
100-034-534000 Automotive Expense				4 tires for fire tower 4					
	31038 Total:	2,012.56							
31039	6/25/2021	1,174.70	0.00	07/23/2021				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				4 tires for fire tower 4					
31039 Total:		1,174.70							
31224	7/13/2021	1,273.26	0.00	07/23/2021				No	0
223-025-534000 Automotive Expense				3 tires for yw4					
31224 Total:		1,273.26							
39421	6/2/2021	914.85	0.00	07/23/2021				No	0
223-023-534000 Automotive Expense				5 tire recap for sw					
39421 Total:		914.85							
Gem City Tire Total:		8,923.86							
Gerald L., Hall 14192									
07192021	7/19/2021	300.00	0.00	07/23/2021				No	0
261-319-511500 Econ Development Assist				small business grant					
07192021 Total:		300.00							
Gerald L., Hall Total:		300.00							
GFI Digital 13867									
*** 1986014	7/15/2021	328.65	0.00	07/23/2021				No	0
100-001-538000 Maintenance Agreements				copier usage 7/15/21					
*** 1986014	7/15/2021	594.90	0.00	07/23/2021				No	0
100-990-538000 Maintenance Agreements				copier usage 7/15/21					
*** 1986014	7/15/2021	81.68	0.00	07/23/2021				No	0
100-006-538000 Maintenance Agreements				copier usage 7/15/21					
*** 1986014	7/15/2021	102.33	0.00	07/23/2021				No	0
100-763-538000 Maintenance Agreements				copier usage 7/15/21					
*** 1986014	7/15/2021	146.73	0.00	07/23/2021				No	0
100-763-538000 Maintenance Agreements				copier usage 7/15/21					
*** 1986014	7/15/2021	74.31	0.00	07/23/2021				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
100-761-538000 Maintenance Agreements				copier usage 7/15/21					
*** 1986014	7/15/2021	264.43	0.00	07/23/2021				No	0
100-764-538000 Maintenance Agreements				copier usage 7/15/21					
*** 1986014	7/15/2021	42.80	0.00	07/23/2021				No	0
100-032-538000 Maintenance Agreements				copier usage 7/15/21					
*** 1986014	7/15/2021	54.88	0.00	07/23/2021				No	0
100-034-538000 Maintenance Agreements				copier usage 7/15/21					
*** 1986014	7/15/2021	44.26	0.00	07/23/2021				No	0
501-501-538000 Maintenance Agreements				copier usage 7/15/21					
*** 1986014	7/15/2021	11.28	0.00	07/23/2021				No	0
501-501-538000 Maintenance Agreements				copier usage 7/15/21					
*** 1986014	7/15/2021	1.06	0.00	07/23/2021				No	0
501-501-538000 Maintenance Agreements				copier usage 7/15/21					
*** 1986014	7/15/2021	104.78	0.00	07/23/2021				No	0
501-501-538000 Maintenance Agreements				copier usage 7/15/21					
*** 1986014	7/15/2021	43.14	0.00	07/23/2021				No	0
501-501-538000 Maintenance Agreements				copier usage 7/15/21					
*** 1986014	7/15/2021	43.14	0.00	07/23/2021				No	0
699-069-538000 Maintenance Agreements				copier usage 7/15/21					
1986014 Total:		1,938.37							
GFI Digital Total:		1,938.37							
Golf Green Lawn Care									
14121									
904991	7/1/2021	80.00	0.00	07/23/2021				No	0
100-068-584009 General Public Improvements				weed control at street department 7/1/21					
904991 Total:		80.00							
904992	7/1/2021	100.00	0.00	07/23/2021				No	0
100-068-584009 General Public Improvements				weed control at bus department 7/1/21					
904992 Total:		100.00							
921840	7/1/2021	80.00	0.00	07/23/2021				No	0
100-068-584009 General Public Improvements				weed control at city hall 7/1/21					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
921840 Total:		80.00							
Golf Green Lawn Care Tot		260.00							
Goodman-Dunniway, Jerry and Erica 14461									
07162021	7/16/2021	750.00	0.00	07/23/2021				No	0
231-030-569000 Other Contractual Service				backwater valve reimbursement at 1111 market st					
07162021 Total:		750.00							
Goodman-Dunniway, Jerry		750.00							
Grainger 10235									
9964759212	7/16/2021	1,677.90	0.00	07/23/2021				No	0
231-031-587000 Machinery And Equipment				replacement motor for grit pump in headworks					
9964759212 Total:		1,677.90							
Grainger Total:		1,677.90							
Hanson Industrial-Peoria, Inc. 11382									
062531198	6/25/2021	173.50	0.00	07/23/2021				No	0
501-501-534400 Equipment Repairs				pressure washer diagnostic					
062531198 Total:		173.50							
Hanson Industrial-Peoria, I		173.50							
Hanson Professional Svcs Inc 10248									
1087327	7/6/2021	16,284.95	0.00	07/23/2021	CT8T-00oV	engr		No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
445-041-561200 Engineering Fees				court street engineer design					
1087327 Total:		16,284.95							
30	6/11/2021	3,242.52	0.00	07/23/2021				No	0
240-240-561200 Engineering Fees				front st design engineer					
30 Total:		3,242.52							
Hanson Professional Srves		19,527.47							
Harris Pest Control 10251									
112071	7/1/2021	75.00	0.00	07/23/2021				No	0
501-501-569000 Other Contractual Service				pest control at bus dept 7/1/21					
112071 Total:		75.00							
112072	7/1/2021	75.00	0.00	07/23/2021				No	0
100-068-566600 Pest Control				pest control at street dept 7/01/21					
112072 Total:		75.00							
112073	7/1/2021	110.00	0.00	07/23/2021				No	0
100-068-566600 Pest Control				pest control at city hall and fire houses 7/1/21					
112073 Total:		110.00							
112074	7/1/2021	215.00	0.00	07/23/2021				No	0
231-031-566600 Pest Control				pest control at wwtp and 606 front st 7/1/21					
112074 Total:		215.00							
Harris Pest Control Total:		475.00							
Hawkins Inc. 12742									
4974320	7/1/2021	851.40	0.00	07/23/2021				No	0
231-031-522200 Chemical Supplies				polymer for press and chlorine					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
4974320 Total:		851.40							
Hawkins Inc. Total:		851.40							
Heart Technologies, Inc 12949 29620190	6/30/2021	5,593.82	0.00	07/23/2021				No	0
100-009-550300 Telephone				phone lease 6/1-6/31/21					
29620190 Total:		5,593.82							
Heart Technologies, Inc To		5,593.82							
Heartland Chiropractic Center 14039 07192021	7/19/2021	300.00	0.00	07/23/2021				No	0
261-319-511500 Econ Development Assist				small business grant					
07192021 Total:		300.00							
Heartland Chiropractic Cen		300.00							
Herr Petroleum Corporation 12712 d38037	7/15/2021	11,197.71	0.00	07/23/2021				No	0
699-000-160100 Fuel Inventory				4005 gallons of fuel 7/15/21					
d38037 Total:		11,197.71							
d38081	7/8/2021	16,791.00	0.00	07/23/2021				No	0
699-000-160100 Fuel Inventory				6001 gallons of diesel 7/8/21					
d38081 Total:		16,791.00							
Herr Petroleum Corporatio		27,988.71							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
Huber Technology 12511									
cd10021496	7/9/2021	997.18	0.00	07/23/2021				No	0
231-031-534400 Equipment Repairs				repairs to thickner equipment					
	cd10021496 Total:	997.18							
	Huber Technology Total:	997.18							
i3 Broadband 12074									
21351691	7/1/2021	5,938.53	0.00	07/23/2021				No	0
100-009-550300 Telephone				phone for city hall 7/1-7/31/21					
	21351691 Total:	5,938.53							
	i3 Broadband Total:	5,938.53							
IL American Water 10291									
*** 210000997451	7/6/2021	86.85	0.00	07/23/2021				No	0
100-034-550100 Utilities				1000 n 14th st 6/3-7/2/21					
	210000997451 Total:	86.85							
*** 210001171146	7/12/2021	223.67	0.00	07/23/2021				No	0
501-501-550100 Utilities				1130 koch st 6/8-7/8/21					
	210001171146 Total:	223.67							
*** 210002547388	7/8/2021	100.58	0.00	07/23/2021				No	0
100-034-550100 Utilities				272 derby st 6/5-7/7/21					
	210002547388 Total:	100.58							
*** 210003090717	7/12/2021	81.84	0.00	07/23/2021				No	0
100-032-550100 Utilities				1208 koch st 6/8-7/8/2021					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
210003090717 Total:		81.84							
*** 220001944051	7/9/2021	428.55	0.00	07/23/2021				No	0
100-032-550100 Utilities				1200 koch st 5/8-7/8/21					
220001944051 Total:		428.55							
IL American Water Total:		921.49							
IL Association of Chiefs of Police 11279									
8575	7/14/2021	298.00	0.00	07/23/2021				No	0
100-761-519000 Training And Education				ILACP conference gegistration for dossey and hutchinson					
8575 Total:		298.00							
IL Association of Chiefs of		298.00							
IL Dept of Revenue 10298									
0276669200	7/14/2021	1,263.00	0.00	07/23/2021				No	0
525-000-218800 Sales Tax Payable				june 2021 airport sales tax					
0276669200 Total:		1,263.00							
IL Dept of Revenue Total:		1,263.00							
IL Environmental Protection Agency 11923									
*** 11	6/16/2021	74,218.67	0.00	07/23/2021				No	0
231-000-218900 ILEPA Loan L17-3082				principle payment on L17-3082					
*** 11	6/16/2021	27,856.37	0.00	07/23/2021				No	0
231-029-590400 Interest Paid				interest payment on L17-3082					
11 Total:		102,075.04							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
IL Environmental Protectio		102,075.04							
IL Environmental Protection Agency 14459									
il0034495a	7/2/2021	52,500.00	0.00	07/23/2021				No	0
231-031-557300 Epa Permits				annual NPDES permit 7/1/21-6/30/22					
il0034495a Total:		52,500.00							
ilr007530a	7/2/2021	500.00	0.00	07/23/2021				No	0
231-031-557300 Epa Permits				annual NPDES fee 7/1/21-6/30/22					
ilr007530a Total:		500.00							
ilr400423a	7/2/2021	1,000.00	0.00	07/23/2021				No	0
231-033-557300 Epa Permits				annual NPDES fee 7/1/21-6/30/22					
ilr400423a Total:		1,000.00							
IL Environmental Protectio		54,000.00							
Illini Plumbing, Inc. 12264									
15309	6/27/2021	114.16	0.00	07/23/2021				No	0
100-068-534200 Buildings And Grounds Rep				toilet not flushing at north side fire station					
15309 Total:		114.16							
15310	6/27/2021	262.50	0.00	07/23/2021				No	0
100-068-534200 Buildings And Grounds Rep				capping water and gas line					
15310 Total:		262.50							
15355	7/11/2021	7,691.70	0.00	07/23/2021				No	0
231-030-569000 Other Contractual Service				replaced check valves on both pumps at oakwood liftstation					
15355 Total:		7,691.70							
15359	7/12/2021	2,393.90	0.00	07/23/2021				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
231-030-569000 Other Contractual Service				replaced pump rails at vista grand liftstation 7/12/21					
15359 Total:		2,393.90							
15363	7/12/2021	176.04	0.00	07/23/2021				No	0
100-068-534200 Buildings And Grounds Rep				unplugged drain at city hall					
15363 Total:		176.04							
Illini Plumbing, Inc. Total:		10,638.30							
Insituform Technologies USA, Inc 12108									
*** 20210609	6/9/2021	10,897.98	0.00	07/23/2021				No	0
231-000-150700 Sewers				5th & washington sewer lining					
20210609 Total:		10,897.98							
Insituform Technologies US		10,897.98							
Interstate Batteries of Centra 10330									
20004530	7/1/2021	159.90	0.00	07/23/2021				No	0
445-041-534000 Automotive Expense				battery for st422					
20004530 Total:		159.90							
Interstate Batteries of Cent		159.90							
IWIRC 10335									
337398	5/27/2021	100.00	0.00	07/23/2021				No	0
501-501-559000 Medical Expense/supplies				annual physical mf					
337398 Total:		100.00							
337599	5/26/2021	115.00	0.00	07/23/2021				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
501-501-559000 Medical Expense/supplies				annual physical sm					
337599 Total:		115.00							
337619	5/27/2021	100.00	0.00	07/23/2021				No	0
501-501-559000 Medical Expense/supplies				annual physical dm					
337619 Total:		100.00							
337620	5/28/2021	100.00	0.00	07/23/2021				No	0
501-501-559000 Medical Expense/supplies				annual physical km					
337620 Total:		100.00							
337637	5/25/2021	100.00	0.00	07/23/2021				No	0
501-501-559000 Medical Expense/supplies				annual physical jn					
337637 Total:		100.00							
337638	5/25/2021	100.00	0.00	07/23/2021				No	0
501-501-559000 Medical Expense/supplies				annual physical sn					
337638 Total:		100.00							
337664	5/26/2021	115.00	0.00	07/23/2021				No	0
501-501-559000 Medical Expense/supplies				annual physical pp					
337664 Total:		115.00							
337669	5/26/2021	115.00	0.00	07/23/2021				No	0
501-501-559000 Medical Expense/supplies				pre employment physical for bp					
337669 Total:		115.00							
337709	5/19/2021	58.00	0.00	07/23/2021				No	0
501-501-559000 Medical Expense/supplies				annual physical lr					
337709 Total:		58.00							
338449	6/14/2021	100.00	0.00	07/23/2021				No	0
501-501-559000 Medical Expense/supplies				annual physical ab					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
	338449 Total:	100.00							
338458	6/1/2021	100.00	0.00	07/23/2021				No	0
501-501-559000	Medical Expense/supplies			annual physical pb					
	338458 Total:	100.00							
338517	6/4/2021	100.00	0.00	07/23/2021				No	0
501-501-559000	Medical Expense/supplies			annual physical cc					
	338517 Total:	100.00							
338698	6/8/2021	100.00	0.00	07/23/2021				No	0
501-501-559000	Medical Expense/supplies			annual physical mh					
	338698 Total:	100.00							
338740	6/7/2021	100.00	0.00	07/23/2021				No	0
501-501-559000	Medical Expense/supplies			annual physical dj					
	338740 Total:	100.00							
338763	6/4/2021	115.00	0.00	07/23/2021				No	0
501-501-559000	Medical Expense/supplies			annual physical bk					
	338763 Total:	115.00							
338846	6/1/2021	100.00	0.00	07/23/2021				No	0
501-501-559000	Medical Expense/supplies			annual physical mm					
	338846 Total:	100.00							
339418	6/17/2021	102.00	0.00	07/23/2021				No	0
100-068-559000	Medical Expense/supplies			pre employment physical for mc					
	339418 Total:	102.00							
339451	6/30/2021	100.00	0.00	07/23/2021				No	0
501-501-559000	Medical Expense/supplies			annual physical gc					
	339451 Total:	100.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
339545	6/30/2021	100.00	0.00	07/23/2021				No	0
501-501-559000 Medical Expense/supplies				annual physical tg					
339545 Total:		100.00							
339776	6/29/2021	100.00	0.00	07/23/2021				No	0
501-501-559000 Medical Expense/supplies				annual physical jp					
339776 Total:		100.00							
339809	6/22/2021	102.00	0.00	07/23/2021				No	0
100-007-559000 Medical Expense/supplies				pre employment physical for jr					
339809 Total:		102.00							
339868	6/25/2021	100.00	0.00	07/23/2021				No	0
501-501-559000 Medical Expense/supplies				annual physical ss					
339868 Total:		100.00							
IWIRC Total:		2,222.00							
J & L Dock Facilities Inc 11463									
34001	7/14/2021	632.73	0.00	07/23/2021				No	0
445-041-535000 Material & Hauling				rip rap for street					
34001 Total:		632.73							
J & L Dock Facilities Inc T		632.73							
Joe's Towing & Recovery 11414									
449108-1	6/19/2021	245.00	0.00	07/23/2021				No	0
100-034-534000 Automotive Expense				tow of rescue 5					
449108-1 Total:		245.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	Joe's Towing & Recovery T	245.00							
Key Equipment 10353									
161893	7/13/2021	622.65	0.00	07/23/2021				No	0
231-033-534000 Automotive Expense				sealed NP hub for pelican sweeper					
161893 Total:		622.65							
Key Equipment Total:		622.65							
Kimball Midwest 11679									
*** 9027520	7/9/2021	32.22	0.00	07/23/2021				No	0
100-032-559000 Medical Expense/supplies				ibuprofin for cabinet					
*** 9027520	7/9/2021	69.00	0.00	07/23/2021				No	0
100-032-522400 General Supplies				connectors for shop					
9027520 Total:		101.22							
Kimball Midwest Total:		101.22							
Krishib Inc 14156									
07192021	7/19/2021	300.00	0.00	07/23/2021				No	0
261-319-511500 Econ Development Assist				small business grant					
07192021 Total:		300.00							
Krishib Inc Total:		300.00							
LAI, Ltd 12679									
2118493	7/20/2021	2,585.24	0.00	07/23/2021				No	0
231-031-534400 Equipment Repairs				replaced both exhaust fans on blowers					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
2118493 Total:		2,585.24							
LAI, Ltd Total:		2,585.24							
Leander Construction, Inc 12713 *** 10	7/6/2021	473,228.16	0.00	07/23/2021	P3A0-CSO	enr		No	0
231-000-150700 Sewers				phase 3a COS project					
10 Total:		473,228.16							
Leander Construction, Inc T		473,228.16							
Let It Shine 10375	7/1/2021	180.00	0.00	07/23/2021				No	0
21072065				june car washes for squad cars					
100-761-534000 Automotive Expense									
21072065 Total:		180.00							
Let It Shine Total:		180.00							
Levi, Ray & Shoup, Inc 12680	7/7/2021	594.00	0.00	07/23/2021				No	0
248432				office 365 administrator for n. fitzanko					
100-009-519000 Training And Education									
248432 Total:		594.00							
Levi, Ray & Shoup, Inc To		594.00							
LHF Compost, Inc. 11829	7/9/2021	1,903.50	0.00	07/23/2021				No	0
179108									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
223-025-566501 Compost Site Expense				yw fee 7/5-7/9/21					
179108 Total:		1,903.50							
179119	7/16/2021	2,284.20	0.00	07/23/2021				No	0
223-025-566501 Compost Site Expense				yw fee 7/12-7/16/21					
179119 Total:		2,284.20							
LHF Compost, Inc. Total:		4,187.70							
Lock, Mark 14462									
07162021	7/16/2021	750.00	0.00	07/23/2021				No	0
231-030-569000 Other Contractual Service				backwater valve reimbursement at 1425 Illinois St					
07162021 Total:		750.00							
Lock, Mark Total:		750.00							
Mathis-Kelley 10401									
*** 074083	7/20/2021	105.08	0.00	07/23/2021				No	0
100-032-529000 Equipment				masonry brush and fiberglass rod					
*** 074083	7/20/2021	58.40	0.00	07/23/2021				No	0
100-032-522400 General Supplies				engine oil					
074083 Total:		163.48							
Mathis-Kelley Total:		163.48							
Maurer-Stutz Inc 10402									
41212	5/31/2021	2,247.50	0.00	07/23/2021				No	0
240-240-561200 Engineering Fees				front street construction engineer					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
41212 Total:		2,247.50							
Maurer-Stutz Inc Total:		2,247.50							
May Welding Repair and Fabrication, LLC 14112									
2001	7/8/2021	413.00	0.00	07/23/2021				No	0
445-041-534000 Automotive Expense				hitch repair to street chipper truck					
2001 Total:		413.00							
2012	7/14/2021	3,075.00	0.00	07/23/2021				No	0
445-041-534000 Automotive Expense				bed repair for st401					
2012 Total:		3,075.00							
May Welding Repair and F		3,488.00							
McMillan, Sue 10407									
*** expense-0621	6/1/2021	149.00	0.00	07/23/2021				No	0
100-001-551000 Printing And Publications				IML publications council member cloyd newly elected educ					
expense-0621 Total:		149.00							
expense-0721	7/1/2021	142.20	0.00	07/23/2021				No	0
100-004-551000 Printing And Publications				recorded release of mortgage					
expense-0721 Total:		142.20							
McMillan, Sue Total:		291.20							
McNeilus Truck & Manufacturing 10410									
5142138	6/30/2021	772.80	0.00	07/23/2021				No	0
223-026-534000 Automotive Expense				turnbuckle assembly and pint latch for rc2					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
5142138 Total:		772.80							
McNeilus Truck & Manufa		772.80							
Menards 10414 5929	7/1/2021	132.60	0.00	07/23/2021				No	0
100-068-522400 General Supplies				60 bags of mulch					
5929 Total:		132.60							
5994	7/2/2021	1,299.00	0.00	07/23/2021				No	0
100-034-529000 Equipment				stove for station 2					
5994 Total:		1,299.00							
6122	7/4/2021	143.85	0.00	07/23/2021				No	0
501-501-522400 General Supplies				paint and supplies					
6122 Total:		143.85							
6209	7/6/2021	113.90	0.00	07/23/2021				No	0
100-068-529000 Equipment				cutters and shears					
6209 Total:		113.90							
6256	7/4/2021	119.00	0.00	07/23/2021				No	0
501-501-522400 General Supplies				paint					
6256 Total:		119.00							
6419	7/9/2021	50.03	0.00	07/23/2021				No	0
100-034-522400 General Supplies				mortar, cleaner, tape and drop cloth					
6419 Total:		50.03							
6572	7/12/2021	9.13	0.00	07/23/2021				No	0
231-031-520200 Office Supplies				tape, markers and folders					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
6572 Total:		9.13							
6731	7/14/2021	39.98	0.00	07/23/2021				No	0
699-069-534000 Automotive Expense				fork lift fuel tank fill					
6731 Total:		39.98							
6771	7/15/2021	38.60	0.00	07/23/2021				No	0
100-034-522400 General Supplies				mulch, oxy clean and bypass lopper					
6771 Total:		38.60							
*** 7057	7/20/2021	20.88	0.00	07/23/2021				No	0
231-031-522400 General Supplies				6 gallon buckets					
7057 Total:		20.88							
Menards Total:		1,966.97							
MES Inc 10415 in1597677	7/9/2021	1,355.50	0.00	07/23/2021				No	0
100-034-529000 Equipment				fire gear for new hires price & wyman					
in1597677 Total:		1,355.50							
MES Inc Total:		1,355.50							
Midwest Equipment 13149 542688	6/23/2021	241.44	0.00	07/23/2021				No	0
100-068-534400 Equipment Repairs				deck rollers on mower deck					
542688 Total:		241.44							
Midwest Equipment Total:		241.44							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Midwest Transit Equipment 10421									
x10105862101	7/7/2021	109.22	0.00	07/23/2021				No	0
501-501-534000 Automotive Expense				bumper cap					
x10105862101 Total:		109.22							
Midwest Transit Equipmen		109.22							
Miller, Ashley 14454									
07012021	7/1/2021	750.00	0.00	07/23/2021				No	0
231-030-569000 Other Contractual Service				backwater valve reimbursement at 301 henrietta					
07012021 Total:		750.00							
Miller, Ashley Total:		750.00							
Modal Marketing 10427									
91379	7/9/2021	100.80	0.00	07/23/2021				No	0
223-023-534000 Automotive Expense				tire lube and repair kit for sw					
91379 Total:		100.80							
Modal Marketing Total:		100.80							
Mucciante Heating and Cooling 13682									
1431	7/8/2021	300.00	0.00	07/23/2021				No	0
100-068-534200 Buildings And Grounds Rep				hvac filter cleaning					
1431 Total:		300.00							
1440	7/12/2021	144.05	0.00	07/23/2021				No	0
100-068-534200 Buildings And Grounds Rep				hvac belt replacement					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
1440 Total:		144.05							
Mucciante Heating and Coo		444.05							
Mullally, Michael 14455 expense-0621	6/21/2021	71.29	0.00	07/23/2021				No	0
501-501-599000 Miscellaneous				donuts and cake for evonne johnson's retirement party					
expense-0621 Total:		71.29							
Mullally, Michael Total:		71.29							
Mutual Wheel 10439 2095121	6/24/2021	-640.00	0.00	07/23/2021				No	0
100-034-534000 Automotive Expense				core credit for brake shoes on engine 4					
2095121 Total:		-640.00							
2618646	6/30/2021	133.92	0.00	07/23/2021				No	0
100-034-534000 Automotive Expense				abs valve for engine 4					
2618646 Total:		133.92							
2623111	7/6/2021	57.60	0.00	07/23/2021				No	0
100-034-534000 Automotive Expense				lug nuts for fire 4					
2623111 Total:		57.60							
Mutual Wheel Total:		-448.48							
MyFleetCenter.Com 13381 3461	7/7/2021	46.14	0.00	07/23/2021				No	0
100-761-534000 Automotive Expense				oil change in squad 5206 7/7/21					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
3461 Total:		46.14							
MyFleetCenter.Com Total		46.14							
NAPA Auto Parts of Pekin									
10441									
467457	6/22/2021	141.22	0.00	07/23/2021				No	0
445-041-534000 Automotive Expense				hydraulic hose and fitting for st466					
467457 Total:		141.22							
467519	6/23/2021	263.98	0.00	07/23/2021				No	0
100-068-534000 Automotive Expense				hub bearing for #472					
467519 Total:		263.98							
468017	6/28/2021	152.98	0.00	07/23/2021				No	0
100-034-534000 Automotive Expense				front axle seal for rescue 2					
468017 Total:		152.98							
469951	7/14/2021	59.98	0.00	07/23/2021				No	0
445-041-534000 Automotive Expense				starter solenoid for wacker packer					
469951 Total:		59.98							
NAPA Auto Parts of Pekin		618.16							
National Rental of Pekin, Inc.									
10838									
*** 628	6/28/2021	170.00	0.00	07/23/2021				No	0
445-041-534000 Automotive Expense				plate for chipper truck					
628 Total:		170.00							
National Rental of Pekin, In		170.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
O'Reilly Automotive Stores, Inc. 10456									
1262471959	7/1/2021	151.97	0.00	07/23/2021				No	0
100-034-534000 Automotive Expense				clock spring for rescue 2					
1262471959 Total:		151.97							
1262473071	7/6/2021	52.35	0.00	07/23/2021				No	0
223-023-534000 Automotive Expense				tail light for sw truck					
1262473071 Total:		52.35							
O'Reilly Automotive Stores		204.32							
Owens Jr, Robert 14209									
07192021	7/19/2021	100.00	0.00	07/23/2021				No	0
261-319-511500 Econ Development Assist				small business grant					
07192021 Total:		100.00							
Owens Jr, Robert Total:		100.00							
Parkside Athletics 10470									
07012021	7/1/2021	476.86	0.00	07/23/2021				No	0
695-095-516700 Wellness Program				07/21 50% memberships					
07012021 Total:		476.86							
Parkside Athletics Total:		476.86							
Pekin Area Chamber of Commerce 10478									
100	7/20/2021	2,725.25	0.00	07/23/2021				No	0
208-208-597700 Sponsorships				chamber event and marketing contract 6/19/21 event					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
100 Total:		2,725.25							
Pekin Area Chamber of Com		2,725.25							
Pekin Police Premium Trust 11610									
38	7/19/2021	101,584.02	0.00	07/23/2021				No	0
695-095-517509 Police BCBS Health Ins Plan				08/21	pekin police premium trust				
38 Total:		101,584.02							
Pekin Police Premium Trus		101,584.02							
Pekin Shoe Repair 10490									
5867	7/9/2021	92.00	0.00	07/23/2021				No	0
100-034-529000 Equipment					boots for new hire price				
5867 Total:		92.00							
Pekin Shoe Repair Total:		92.00							
Peoria Journal Star 10343									
in1382508	7/7/2021	55.50	0.00	07/23/2021				No	0
100-793-551000 Printing And Publications					legal zoning board of appeals 7/7/21				
in1382508 Total:		55.50							
in1382512	7/7/2021	91.50	0.00	07/23/2021				No	0
100-793-551000 Printing And Publications					planning legal n otice 7/7/21				
in1382512 Total:		91.50							
in1382717	7/10/2021	33.00	0.00	07/23/2021				No	0
261-321-551000 Printing & Publication					admin-2020 CAPER legal notice 7/10/21				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	in1382717 Total:	33.00							
	Peoria Journal Star Total:	180.00							
Pierce Manufacturing Inc. 14325 m56941	7/8/2021	6,001.00	0.00	07/23/2021				No	0
100-034-534000 Automotive Expense				frame rail and repair ladder 1					
	m56941 Total:	6,001.00							
	Pierce Manufacturing Inc. T	6,001.00							
Praxair Distribution Inc 10518 64325190	6/22/2021	66.82	0.00	07/23/2021				No	0
100-034-524000 Lease/rental Of Equipment				rental on cylinder/medical oxygen					
	64325190 Total:	66.82							
	Praxair Distribution Inc To	66.82							
Puritan Springs Water 10766 *** 1523786	7/8/2021	57.41	0.00	07/23/2021				No	0
100-990-569000 Other Contractual Service				water delivery 7/8/21					
	1523786 Total:	57.41							
	Puritan Springs Water Tota	57.41							
Ragan Communications Inc 10533 25827	6/30/2021	763.88	0.00	07/23/2021				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
100-034-555000 Radio Expense				monthly smr charges 6/30/21-7/30/21					
25827 Total:		763.88							
25829	6/30/2021	1,248.65	0.00	07/23/2021				No	0
100-761-555000 Radio Expense				monthly smr charges 6/30/21-7/30/21					
25829 Total:		1,248.65							
Ragan Communications Inc		2,012.53							
Rainbo Oil Co									
10534									
9146717	6/15/2021	349.45	0.00	07/23/2021				No	0
223-023-534000 Automotive Expense				coolant for sw					
9146717 Total:		349.45							
Rainbo Oil Co Total:		349.45							
Reliant Auto Glass									
13849									
i0005409	5/3/2021	250.00	0.00	07/23/2021				No	0
501-501-534000 Automotive Expense				front glass installed in bus 1612					
i0005409 Total:		250.00							
i0005736	7/15/2021	275.00	0.00	07/23/2021				No	0
501-501-534000 Automotive Expense				front glass installed in bus 1613					
i0005736 Total:		275.00							
Reliant Auto Glass Total:		525.00							
Rescued Heart Animal Hospital									
11595									
238850	7/8/2021	25.38	0.00	07/23/2021				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
100-761-592602 Canine Unit				k-9 boarding and flea control					
238850 Total:		25.38							
Rescued Heart Animal Hos		25.38							
Resource Management Associates 10981									
21072	7/13/2021	1,888.00	0.00	07/23/2021				No	0
100-990-590900 Police And Fire Commission				fd/battalion chief promotional written exam					
21072 Total:		1,888.00							
Resource Management Ass		1,888.00							
Roanoke Concrete Products 10553									
198744	6/18/2021	608.75	0.00	07/23/2021				No	0
231-030-564000 Sewer Maintenance/Improvement				white rock for man hole repairs on willow					
198744 Total:		608.75							
Roanoke Concrete Product		608.75							
SAFEBuilt, LLC 14115									
78277in	5/31/2021	8,145.00	0.00	07/23/2021				No	0
100-793-560500 Consulting Services				building inspections 5/31/21					
78277in Total:		8,145.00							
78296in	5/31/2021	13,408.60	0.00	07/23/2021				No	0
100-793-560500 Consulting Services				building inspections 5/31/21					
78296in Total:		13,408.60							
78938in	7/30/2021	18,342.00	0.00	07/23/2021				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
100-793-560500 Consulting Services				building inspections 6/30/21					
78938in Total:		18,342.00							
78982in	7/30/2021	8,145.00	0.00	07/23/2021				No	0
100-793-560500 Consulting Services				building inspections 6/30/21					
78982in Total:		8,145.00							
SAFEBuilt, LLC Total:		48,040.60							
Seico Inc									
10587									
41311	6/25/2021	1,402.00	0.00	07/23/2021				No	0
100-068-534200 Buildings And Grounds Rep				removed old alarm equipment at bus department					
41311 Total:		1,402.00							
41542	7/9/2021	231.42	0.00	07/23/2021				No	0
100-068-522400 General Supplies				50 badges					
41542 Total:		231.42							
Seico Inc Total:		1,633.42							
Sentry Safety Supply, Inc.									
10882									
*** 0257929in	7/7/2021	61.35	0.00	07/23/2021				No	0
223-023-554300 Uniforms And Tools				t-shirts, gloves					
*** 0257929in	7/7/2021	61.34	0.00	07/23/2021				No	0
100-032-554300 Uniforms And Tools				t-shirts, gloves					
*** 0257929in	7/7/2021	205.94	0.00	07/23/2021				No	0
100-032-522400 General Supplies				ear plugs and caution tape					
*** 0257929in	7/7/2021	205.94	0.00	07/23/2021				No	0
223-023-522400 General Supplies				ear plugs and caution tape					
0257929in Total:		534.57							
0258053in	7/12/2021	157.02	0.00	07/23/2021				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
223-023-554300 Uniforms And Tools				t-shirts, and rain gear for sw					
0258053in Total:		157.02							
Sentry Safety Supply, Inc.		691.59							
Sherwood, Brittany 14456									
07012021	7/1/2021	750.00	0.00	07/23/2021				No	0
231-030-569000 Other Contractual Service				backwater valve reimbursement at 1103 coolidge					
07012021 Total:		750.00							
Sherwood, Brittany Total:		750.00							
SHI International Corp 12297									
b135975732	6/9/2021	3,698.31	0.00	07/23/2021				No	0
100-068-522400 General Supplies				computer monitor stands					
b135975732 Total:		3,698.31							
b13698735	6/29/2021	2,673.00	0.00	07/23/2021				No	0
100-009-599802 Computer Hardware				RAM					
b13698735 Total:		2,673.00							
b13738723	7/8/2021	13,491.30	0.00	07/23/2021				No	0
100-009-599802 Computer Hardware				squad car server					
b13738723 Total:		13,491.30							
SHI International Corp Tot		19,862.61							
Simpson, Pat 14457									
07012021	7/1/2021	750.00	0.00	07/23/2021				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
231-030-569000 Other Contractual Service					backwater valve reimbursement at 1609 n 12th				
07012021 Total:		750.00							
Simpson, Pat Total:		750.00							
Sinacori LMT, Alexandra 14007									
07192021	7/19/2021	100.00	0.00	07/23/2021				No	0
261-319-511500 Econ Development Assist					small business grant				
07192021 Total:		100.00							
Sinacori LMT, Alexandra T		100.00							
Soul Restoration 14071									
07192021	7/19/2021	300.00	0.00	07/23/2021				No	0
261-319-511500 Econ Development Assist					small business grant				
07192021 Total:		300.00							
Soul Restoration Total:		300.00							
Springbrook Software 10854									
inv006566	6/10/2021	81,091.50	0.00	07/23/2021				No	0
100-009-538000 Maintenance Agreements					accounting software 8/7/21-8/6/22				
inv006566 Total:		81,091.50							
Springbrook Software Tota		81,091.50							
Stafford, Jennifer 13690									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
expense 072021	7/6/2021	27.00	0.00	07/23/2021				No	0
501-501-554200 Meals Lodging				charter to childrens discovery museum 7/6/21					
expense 072021 Total:		27.00							
Stafford, Jennifer Total:		27.00							
Stanard & Associates, Inc. 11656									
sa000047366	6/28/2021	395.00	0.00	07/23/2021				No	0
100-990-590900 Police And Fire Commission				fd pre employment psych exam/mw					
sa000047366 Total:		395.00							
Stanard & Associates, Inc.		395.00							
Sullivan, Brigitte 14167									
07192021	7/19/2021	100.00	0.00	07/23/2021				No	0
261-319-511500 Econ Development Assist				small business grant					
07192021 Total:		100.00							
Sullivan, Brigitte Total:		100.00							
Swing, Donald 14463									
07162021	7/16/2021	750.00	0.00	07/23/2021				No	0
231-030-569000 Other Contractual Service				backwater valve reimbursement at 306 illinois st					
07162021 Total:		750.00							
Swing, Donald Total:		750.00							

Taylor Print Impressions

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
10143									
6360048	7/8/2021	621.55	0.00	07/23/2021				No	0
100-006-551000 Printing And Publications				a/p laser checks					
6360048 Total:		621.55							
Taylor Print Impressions T		621.55							
Tazewell County Landfill									
10635									
4995295	6/30/2021	28,423.61	0.00	07/23/2021				No	0
223-023-566500 Landfill Expense				landfill fee 6/16-6/30/21					
4995295 Total:		28,423.61							
Tazewell County Landfill T		28,423.61							
Tazewell County Recorder									
11172									
07202021	7/20/2021	331.80	0.00	07/23/2021				No	0
231-029-593300 Lien Filing Fee				release of 7 wasterwater liens					
07202021 Total:		331.80							
Tazewell County Recorder		331.80							
Tazewell County Resource Centers, Inc.									
12806									
094171	6/30/2021	5,600.00	0.00	07/23/2021				No	0
100-068-569000 Other Contractual Service				janitorial services june 2021					
094171 Total:		5,600.00							
Tazewell County Resource		5,600.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
TC3									
13425									
*** 1392	7/7/2021	177,426.00	0.00	07/23/2021				No	0
100-761-520905 Public Safety Dispatching Fee					dispatch fees august-october 2021				
*** 1392	7/7/2021	32,370.00	0.00	07/23/2021				No	0
100-034-520905 Public Safety Dispatching Fee					dispatch fees august-october 2021				
1392 Total:		209,796.00							
TC3 Total:		209,796.00							
Teaney, Denise									
13890									
*** pettycash 0721	7/9/2021	68.00	0.00	07/23/2021				No	0
501-501-557200 License And Inspection Fees					money orders for permit renewals				
*** pettycash 0721	7/9/2021	34.95	0.00	07/23/2021				No	0
501-501-519000 Training And Education					training materials				
pettycash 0721 Total:		102.95							
Teaney, Denise Total:		102.95							
Text-em-all									
14453									
56341	6/30/2021	100.00	0.00	07/23/2021				No	0
501-501-569000 Other Contractual Service					text messaging for mass employee communication				
56341 Total:		100.00							
Text-em-all Total:		100.00							
Third Millennium Associates, Inc.									
11953									
*** 26473	6/30/2021	1,470.45	0.00	07/23/2021				No	0
231-029-569000 Other Contractual Service					june 2021 green pay fee				
*** 26473	6/30/2021	1,470.45	0.00	07/23/2021				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
223-023-569000 Other Contractual Service				june 2021 green pay fee					
26473 Total:		2,940.90							
Third Millennium Associat		2,940.90							
Thomson Reuters 12771 844640240	7/1/2021	235.36	0.00	07/23/2021				No	0
100-009-538000 Maintenance Agreements				west law maintenance 6/1-6/30/21					
844640240 Total:		235.36							
Thomson Reuters Total:		235.36							
Topless Tree Service 14332 1334	7/8/2021	550.00	0.00	07/23/2021				No	0
100-032-536000 Tree Removal / Replacemen				ground stump at 700 s 5th st 7/6/21					
1334 Total:		550.00							
1335	7/8/2021	675.00	0.00	07/23/2021				No	0
100-032-536000 Tree Removal / Replacemen				ground stump at 920 market 7/8/21					
1335 Total:		675.00							
1336	7/8/2021	675.00	0.00	07/23/2021				No	0
100-032-536000 Tree Removal / Replacemen				ground stump at 9th & ann eliza 7/8/21					
1336 Total:		675.00							
1347	7/15/2021	625.00	0.00	07/23/2021				No	0
100-032-536000 Tree Removal / Replacemen				removed dead tree in ROW at 6th & charles st 7/14/21					
1347 Total:		625.00							
1353	7/17/2021	375.00	0.00	07/23/2021				No	0
100-032-536000 Tree Removal / Replacemen				removed large mulberry limb at 600 block charles st 7/16/21					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	1353 Total:	375.00							
1354	7/17/2021	375.00	0.00	07/23/2021				No	0
100-032-536000	Tree Removal / Replacemen			removed elm limg at margaret st and 7th 7/16/21					
	1354 Total:	375.00							
	Topless Tree Service Total:	3,275.00							
Trimble Inc.									
13065									
116000374194	4/16/2021	1,650.00	0.00	07/23/2021				No	0
100-007-551600	Dues And Subscriptions			GIS survey subscription 4/16/21-4/15/22					
	116000374194 Total:	1,650.00							
	Trimble Inc. Total:	1,650.00							
Tristar Window Cleaning									
13950									
990	7/6/2021	933.00	0.00	07/23/2021				No	0
100-068-569000	Other Contractual Service			window cleaning 7/2/21					
	990 Total:	933.00							
	Tristar Window Cleaning T	933.00							
Truck Centers Inc									
10664									
f14033984401	7/15/2021	-161.00	0.00	07/23/2021				No	0
223-025-534000	Automotive Expense			compressor core returned yw4					
	f14033984401 Total:	-161.00							
	Truck Centers Inc Total:	-161.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Uftring Auto Group 10829									
145160fow	6/29/2021	757.06	0.00	07/23/2021				No	0
100-034-534000 Automotive Expense				front timing rebuild on fire 3					
145160fow Total:		757.06							
145280fow	7/2/2021	254.29	0.00	07/23/2021				No	0
100-034-534000 Automotive Expense				column housing for rescue 2					
145280fow Total:		254.29							
145284fow	7/1/2021	42.82	0.00	07/23/2021				No	0
100-034-534000 Automotive Expense				steering damper for rescue 2					
145284fow Total:		42.82							
145290fow	7/2/2021	189.42	0.00	07/23/2021				No	0
100-034-534000 Automotive Expense				steering wheel for rescue 2					
145290fow Total:		189.42							
145425fow	7/8/2021	34.20	0.00	07/23/2021				No	0
100-034-534000 Automotive Expense				timing chain for fire 3					
145425fow Total:		34.20							
Uftring Auto Group Total:		1,277.79							
UniFirst First Aid & Safety 10749									
a125825	7/7/2021	103.31	0.00	07/23/2021				No	0
501-501-559000 Medical Expense/supplies				first aid cabinet replenished					
a125825 Total:		103.31							
UniFirst First Aid & Safety		103.31							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
United Ready Mix Inc									
11485									
52226	6/30/2021	294.00	0.00	07/23/2021				No	0
231-030-564000 Sewer Maintenance/Improvement				sanitary repair on oakwood					
52226 Total:		294.00							
52295	7/12/2021	171.50	0.00	07/23/2021				No	0
231-033-564100 Drainage Improvements				flowable for catch basin repair at 9th and winter					
52295 Total:		171.50							
United Ready Mix Inc Tota		465.50							
Unity Point Health									
13528									
5110in2262	6/22/2021	502.40	0.00	07/23/2021				No	0
100-034-522500 Emergency Medical Supplie				EMS supplies/narcan, glucagon and nitroglycerin					
5110in2262 Total:		502.40							
Unity Point Health Total:		502.40							
Unland & Co Inc., James									
10671									
3550	7/7/2021	1,332.50	0.00	07/23/2021				No	0
695-095-569000 Other Contractual Service				06/21 benefit services					
3550 Total:		1,332.50							
Unland & Co Inc., James T		1,332.50							
US Bank Equipment Finance									
13878									
*** 447363920	7/2/2021	127.71	0.00	07/23/2021				No	0
100-001-524000 Lease/rental Of Equipment				lease on copier 7/2/2021					
*** 447363920	7/2/2021	127.71	0.00	07/23/2021				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
100-990-524000 Lease/rental Of Equipment				lease on copier 7/2/2021					
*** 447363920	7/2/2021	127.71	0.00	07/23/2021					
								No	0
100-006-524000 Lease/rental Of Equipment				lease on copier 7/2/2021					
*** 447363920	7/2/2021	127.71	0.00	07/23/2021					
								No	0
100-763-524000 Lease/rental Of Equipment				lease on copier 7/2/2021					
*** 447363920	7/2/2021	127.71	0.00	07/23/2021					
								No	0
100-763-524000 Lease/rental Of Equipment				lease on copier 7/2/2021					
*** 447363920	7/2/2021	127.71	0.00	07/23/2021					
								No	0
100-761-524000 Lease/rental Of Equipment				lease on copier 7/2/2021					
*** 447363920	7/2/2021	127.71	0.00	07/23/2021					
								No	0
100-764-524000 Lease/rental Of Equipment				lease on copier 7/2/2021					
*** 447363920	7/2/2021	127.71	0.00	07/23/2021					
								No	0
100-032-524000 Lease/rental Of Equipment				lease on copier 7/2/2021					
*** 447363920	7/2/2021	127.71	0.00	07/23/2021					
								No	0
100-034-524000 Lease/rental Of Equipment				lease on copier 7/2/2021					
*** 447363920	7/2/2021	620.48	0.00	07/23/2021					
								No	0
501-501-524000 Lease/rental Of Equipment				lease on copier 7/2/2021					
*** 447363920	7/2/2021	127.71	0.00	07/23/2021					
								No	0
699-069-524000 Lease/rental Of Equipment				lease on copier 7/2/2021					
447363920 Total:		1,897.58							
US Bank Equipment Finan		1,897.58							
Valley View Industries									
13437									
64461	6/30/2021	1,523.97	0.00	07/23/2021					
								No	0
445-041-535000 Material & Hauling				rock for dura patching street repair					
64461 Total:		1,523.97							
Valley View Industries Tota		1,523.97							
Velde Ford									
10683									
359118fowg	7/1/2021	1,188.34	0.00	07/23/2021					
								No	0
100-034-534000 Automotive Expense				gaskets, valves for rescue 5					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
359118fowg Total:		1,188.34							
Velde Ford Total:		1,188.34							
Verizon 14122 9882618339	6/23/2021	2,153.44	0.00	07/23/2021				No	0
100-009-550300 Telephone				police department data 5/24-6/23/21					
9882618339 Total:		2,153.44							
9882618341	6/23/2021	711.03	0.00	07/23/2021				No	0
100-009-550300 Telephone				fire department data 5/24-6/23/21					
9882618341 Total:		711.03							
9883334441	7/3/2021	3,777.26	0.00	07/23/2021				No	0
100-009-550300 Telephone				city hall cell service 6/4-7/3/21					
9883334441 Total:		3,777.26							
9883334442	7/3/2021	284.13	0.00	07/23/2021				No	0
100-009-550300 Telephone				fire dept cell 6/4-7/3/21					
9883334442 Total:		284.13							
9883334443	7/3/2021	1,815.20	0.00	07/23/2021				No	0
100-009-550300 Telephone				police cell service 6/4-7/3/21					
9883334443 Total:		1,815.20							
9883334444	7/3/2021	1,489.11	0.00	07/23/2021				No	0
501-501-550300 Telephone				bus cell service 6/4-7/3/21					
9883334444 Total:		1,489.11							
9883880810	7/10/2021	47.46	0.00	07/23/2021				No	0
100-009-550300 Telephone				building and grounds cell service 6/11-7/10/21					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
9883880810 Total:		47.46							
Verizon Total:		10,277.63							
Visa (business) 11433									
*** 5388-0621	6/24/2021	103.17	0.00	07/23/2021				No	0
100-034-519000 Training And Education				food during MABAS training					
*** 5388-0621	6/24/2021	671.85	0.00	07/23/2021				No	0
100-034-519000 Training And Education				weighted vests for fitness training					
*** 5388-0621	6/24/2021	121.35	0.00	07/23/2021				No	0
100-034-519000 Training And Education				fuel receipts while going to MABAS training					
*** 5388-0621	6/24/2021	51.98	0.00	07/23/2021				No	0
100-034-519000 Training And Education				fuel receipts while going to MABAS training					
*** 5388-0621	6/24/2021	-31.65	0.00	07/23/2021				No	0
100-034-519000 Training And Education				credit voucher from fuel					
*** 5388-0621	6/24/2021	60.00	0.00	07/23/2021				No	0
100-034-519000 Training And Education				fuel receipt while going to MABAS training					
*** 5388-0621	6/24/2021	40.47	0.00	07/23/2021				No	0
100-034-556100 Gasoline/diesel Fuel				fuel receipt while at MABAS deployment					
*** 5388-0621	6/24/2021	18.56	0.00	07/23/2021				No	0
100-034-520200 Office Supplies				sharpies for office					
5388-0621 Total:		1,035.73							
Visa (business) Total:		1,035.73							
Waste Management 12524									
*** 138392673005	6/30/2021	1,022.33	0.00	07/23/2021				No	0
231-031-569000 Other Contractual Service				dumping of 2 yard box 7/1/21					
138392673005 Total:		1,022.33							
*** 138396663008	7/1/2021	2,349.36	0.00	07/23/2021				No	0
231-031-569000 Other Contractual Service				dumping of 20 yard dumpster 6/21-6/28/21					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
138396663008 Total:		2,349.36							
Waste Management Total:		3,371.69							
Will Harms Co 10706 36877	7/12/2021	108.91	0.00	07/23/2021				No	0
100-763-520200 Office Supplies				file folders, binder clips, ink pens and expansion files					
36877 Total:		108.91							
Will Harms Co Total:		108.91							
Woodward, Ashley 14458 07142021	7/14/2021	500.00	0.00	07/23/2021				No	0
100-990-414002 Impound Fees				impound fee for reimbursement					
07142021 Total:		500.00							
Woodward, Ashley Total:		500.00							
Wrhel, Lee Ann 12351 *** expense-0721	7/19/2021	65.63	0.00	07/23/2021				No	0
100-005-597900 Employee Recognition				2 retirement cakes for barth and hitchcock					
expense-0721 Total:		65.63							
Wrhel, Lee Ann Total:		65.63							
Yesterday's Bar & Grill Inc 14087 07152021	7/15/2021	9,190.05	0.00	07/23/2021				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
270-270-591200 Developer Agreement Payments					TIF reimbursement #2 for yesterdays bar and grill				
07152021 Total:		9,190.05							
07202021	7/20/2021	100.00	0.00	07/23/2021				No	0
208-208-597700 Sponsorships					liquor license for downtown street party				
07202021 Total:		100.00							
Yesterday's Bar & Grill Inc		9,290.05							
Report Total:		1,436,580.24							

Accounts Payable

To Be Paid Proof List

User: mkflatley
 Printed: 07/21/2021 - 1:58PM
 Batch: 00027.04.2021 - missy1 7/23/21 fy21



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						
F.C.I.Excavating, Inc 11009									
2279	4/5/2021	2,700.00	0.00	07/23/2021				No	0
231-000-150700 Sewers				curb on susan hope after sewer fix					
2279 Total:		2,700.00							
F.C.I.Excavating, Inc Total:		2,700.00							
Gem City Tire 12935									
29754	3/30/2021	92.00	0.00	07/23/2021				No	0
100-761-534000 Automotive Expense				scrap tire disposal					
29754 Total:		92.00							
Gem City Tire Total:		92.00							
Heart Technologies Inc 10258									
42854	4/27/2021	105.00	0.00	07/23/2021				No	0
100-009-550300 Telephone				resolved issue with credentials 4/12/21					
42854 Total:		105.00							
Heart Technologies Inc Tot		105.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Interstate Batteries of Centra 10330									
*** 20186032	1/28/2021	97.95	0.00	07/23/2021				No	0
231-030-534400 Equipment Repairs				battery for brenkman liftstation					
*** 20186032	1/28/2021	199.90	0.00	07/23/2021				No	0
445-041-534000 Automotive Expense				batteries for st464					
20186032 Total:		297.85							
Interstate Batteries of Cent		297.85							
Reliant Auto Glass 13849									
i0004460	9/14/2020	375.00	0.00	07/23/2021				No	0
501-501-534000 Automotive Expense				front windows install for bus 1812					
i0004460 Total:		375.00							
i0004698	11/10/2020	524.99	0.00	07/23/2021				No	0
445-041-534000 Automotive Expense				rear glass install for street 603					
i0004698 Total:		524.99							
i0004843	12/20/2020	307.00	0.00	07/23/2021				No	0
223-023-534000 Automotive Expense				glass install for sw11					
i0004843 Total:		307.00							
i0005243	3/29/2021	495.00	0.00	07/23/2021				No	0
100-034-534000 Automotive Expense				side 1/4 glass replacement for fire 3					
i0005243 Total:		495.00							
i0005393	4/30/2021	260.00	0.00	07/23/2021				No	0
699-069-534000 Automotive Expense				replacement windshield for vmf 604					
i0005393 Total:		260.00							
Reliant Auto Glass Total:		1,961.99							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
SAFEBuilt, LLC 14115 68247in	4/30/2020	2,600.58	0.00	07/23/2021				No	0
100-793-560500 Consulting Services				building inspections flat fee for april 2020					
68247in Total:		2,600.58							
70417in	6/30/2020	6,762.00	0.00	07/23/2021				No	0
100-793-560500 Consulting Services				building inspections 6/1-6/30/20					
70417in Total:		6,762.00							
72813in	10/31/2020	10,976.80	0.00	07/23/2021				No	0
100-793-560500 Consulting Services				building inspections 10/1/20-10/31/20					
72813in Total:		10,976.80							
74410in	12/31/2020	3,816.50	0.00	07/23/2021				No	0
100-793-560500 Consulting Services				building inspections 12/1-12/31/20					
74410in Total:		3,816.50							
75976in	2/28/2021	6,852.60	0.00	07/23/2021				No	0
100-793-560500 Consulting Services				building inspections 2/1-2/28/21					
75976in Total:		6,852.60							
76009in	2/28/2021	8,145.00	0.00	07/23/2021				No	0
100-793-560500 Consulting Services				building inspections flat fee for february 2021					
76009in Total:		8,145.00							
77383in	4/30/2021	9,452.10	0.00	07/23/2021				No	0
100-793-560500 Consulting Services				building inspections 4/1-4/30/21					
77383in Total:		9,452.10							
77665in	4/30/2021	8,250.00	0.00	07/23/2021				No	0
100-793-560500 Consulting Services				building inspections flat fee for april 2021					
77665in Total:		8,250.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	SAFEBuilt, LLC Total:	56,855.58							
Siteimprove 13800 us1927 100-009-599802 Computer Hardware	4/19/2021	6,483.26	0.00	07/23/2021	web site 6/1/21-5/31/22			No	0
	us1927 Total:	6,483.26							
	Siteimprove Total:	6,483.26							
	Report Total:	68,495.68							



REQUEST FOR COUNCIL ACTION

Agenda Date: July 26, 2021
To: Council Members
From: Matt Fick,

AGENDA ITEM: Ordinance No. 2994-21/22 Parking Variance for Property Located at 1016 Court Street

DESCRIPTION: Pamela and Curtis Woolsey would like to purchase 1016 Court Street and use the existing building (former Pekin Prescription Lab) as a reception hall. Onsite parking is limited to 9 spaces which would limit building occupancy to 18 people (1 parking spot required for every 2 people). Based on the square footage of the building, which includes a basement, the total number of parking spaces required to meet code is 85. However, the petitioners have indicated they do no plan on holding events that large and they are planning to lease a parking lot at 1022 Washington Street which would give them up to 24 additional parking spaces and a maximum occupancy of 66 people, which is a number they are comfortable with in that building.

This item was unanimously approved at the Zoning Board of Appeals with no one from the public present to speak on this issue.

FINANCIAL IMPACT: N/A

Requested Amount:
 Line Item:
 Budgeted Amount:
 Remaining Funds:

IMPACT IF APPROVED: Reception hall is allowed to open

IMPACT IF DENIED: Reception hall is not allowed to open

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

7/22/2021

Date:

WHEREAS, Pamela and Curtis Woolsey (“Petitioners”) are seeking to purchase the property located at 1016 Court Street, Pekin, Illinois, more particularly described on the attached Exhibit A (the “Property”), for the purpose of using the property as a reception hall; and

WHEREAS, the Property includes 9 off-street parking spaces, and Petitioners intend to lease a parking lot at 1022 Washington Street with an additional 24 off-street parking spaces; and

WHEREAS, based on the square footage of the building on the Property, including the basement, 85 off-street parking spaces are required to meet the requirements of section 4-3-9-2 of the City Zoning Code; and

WHEREAS, Petitioner has applied to the City for a variance to the provisions of section 4-3-9-2 of the City Zoning Code to reduce the number of required off-street parking spaces from 85 to 31; and

WHEREAS, after a hearing pursuant to duly published notice, the City of Pekin Zoning Board of Appeals has recommended approval of the requested variance; and

WHEREAS, the City Council of the City of Pekin finds that the Petition meets the standards for variance set forth in section 2-6-10-2(3) of the City Zoning Code.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Pekin, Tazewell County, Illinois:

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

Section 2. The variance requested by Petitioners to allow 31 off-street parking spaces, as described and depicted in Exhibit A attached hereto, is approved with the following conditions:

1. Petitioners execute a lease for the property at 1022 Washington, and such lease includes at least 24 off-street parking spaces; and
2. Receptions or other events to be held on the Property are limited to no more than 70 people in total.

Section 3. The variance shall be in effect as of the effective date of this Ordinance.

Section 4. This Ordinance is in addition to all other ordinances on the subject and shall be construed therewith, excepting as to that part in direct conflict with any other ordinance, and in the event of such conflict, the provisions hereof shall govern.

Section 5. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

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

MAYOR

ATTEST:

CITY CLERK



RECEIVED

JUL 19 2021

City of Pekin Zoning and Inspections Department
 111 S. Capitol Street, Pekin, Illinois 61554 – (309) 477-2300

NON-RESIDENTIAL VARIANCE APPLICATION

Address of Requested Variance: 1016 Court Street, Pekin, Illinois 61554

Applicant Name: Pamela and Curtis Woolsey

Address: 1609 Gingoteague Way Pekin, Illinois 61554

Phone#: 309-231-2960 Cell Phone#: Same E-Mail: dreamweaver@grics.net

Property Interest of Applicant: 1016 Court Street Pekin, Illinois

Owner Name: John and Christine Neumann

Address: 709 Washington Street Pekin, Illinois 61554

Phone #: 309-346-1922 Cell Phone #: 309-613-1977 E-Mail: john@cjneumann.com

Property Information: Sec 2 T24N R5W EDDS ADDTION SL 3 of LOT 1,2 & W 51.78 ft.
Of LOT 1 NW 1/4

Lot Area: 7,359 Zoning District: B-3 Present Use: Vacant Commercial

Use of Adjacent Property & Zoning:

North: B-3 Restaurant

South: R-4 Single Family

East: B-3 Commercial Law Office

West: B-3 Residential Housing

Property Identification Number: 04-10-02-116-013

Section from Zoning Code Variance is Being Requested: 4-3-9-4 Schedule of Parking Requirements

Reason and Purpose for Request: (Lot Are, Width, Front/Rear/Side Yard Setback, Parking)

Parking to meet desired building occupancy limit of 66 to service the needs of the proposed use of the building which is a small reception hall.

Attachment: 1016 Court Street Packet (2708 : Ordinance No. 2994-21/22 Parking Variance for Property Located at 1016 Court Street)



City of Pekin Zoning and Inspections Department
 111 S. Capitol Street, Pekin, Illinois 61554 – (309) 477-2300

Variance Standards and Findings (Attach Separate Page if Necessary)

1. The granting of the variance will be in harmony with the purpose and intent of the Zoning Code and will not alter the essential character of the locality.

Explain:

Previous use of property was commercial retail sales and proposed usage of retail and event facility would not alter present zoning or character of immediate area.

2. The plight of the owner is due to special and unique circumstances and that the hardship was not self-created by the petitioning party.

Explain:

The purchase of the property with its existing building and parking lot will not allow for the parking lot to be expanded due to neighboring structures. Additional off-site parking will be obtained via a lease agreement with the owner of a neighboring lot.

3. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by bulk, sign, or off-street and loading regulations of the zoning classification of the property in question.

Explain:

With the lease of parking at 1022 Washington Street, Pekin, Illinois and the granting of the variance and agreed upon occupancy limit, the requested variance would allow the proposed use to move forward.

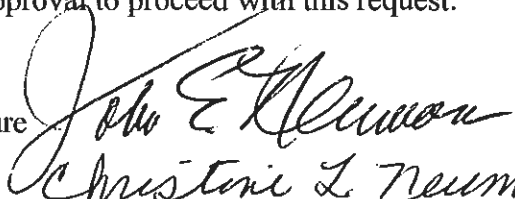
CERTIFICATION BY THE APPLICANT

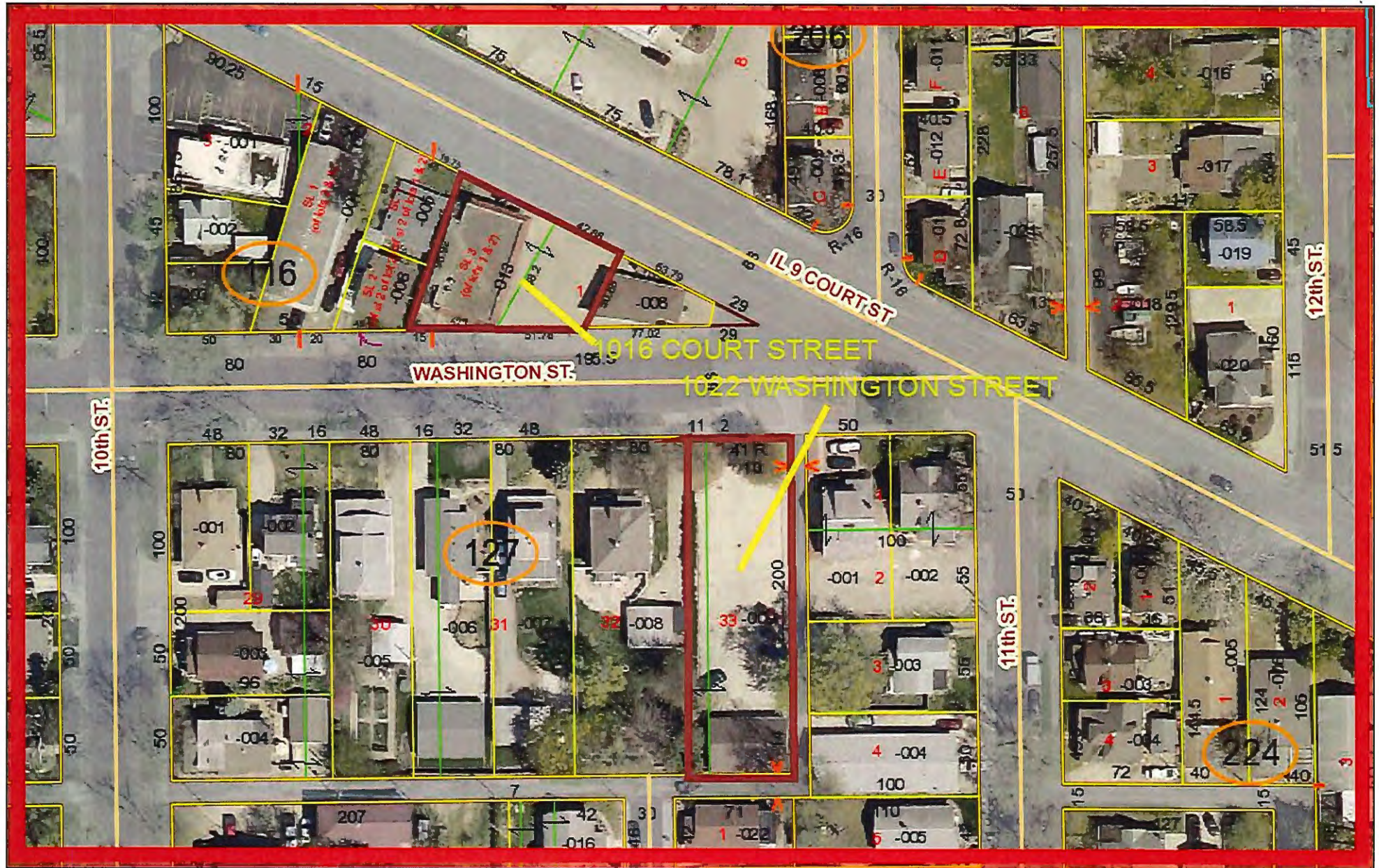
I certify that all the information contained in this application form or any attachments, documents, or plans submitted herewith are true to the best of my knowledge and belief.

Applicant Signature  Date 7-14-2021

CERTIFICATION BY PROPERTY OWNER

I certify that I am the owner of the property, which is the subject of this request. The applicant has received my approval to proceed with this request.

Owner Signature  Date 7-16-2021
 Christine L. Neumann 7-16-2021



- | | | | | | |
|--|-------|--|--------|--|---------|
| | I-155 | | IL 29 | | US 24 |
| | I-474 | | IL 98 | | Streets |
| | I-74 | | US 150 | | |

Tazewell County GIS parcel and map records contained herein are for property tax purposes only. This information has been compiled from the most accurate source data from the public records of Tazewell County. This information must be accepted and used with the understanding that the data was collected primarily for the use and purpose of creating a Property Tax Roll per Illinois Statute. The information contained herein is for reference purposes only, and should not be relied upon as a substitute for a title search. Any reliance on the information contained herein is at the user's own risk. The Tazewell County GIS assumes no responsibility for any use of the information contained herein or any loss resulting therefrom. Users of Tazewell County GIS site assume all risk and liability when accessing any third-party site linked to this site. All data is subject to change.



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0 0.0075 0.015 0.03 km



REQUEST FOR COUNCIL ACTION

Agenda Date: July 26, 2021
To: Council Members
From: Matt Fick,

AGENDA ITEM: Ordinance No. 2995-21/22 Front Yard Setback Deck Variance Request for 721 13th Street

DESCRIPTION: Mr. Christopher Curtis, 721 13th Street, is requesting a front yard setback variance of 22' to allow for the construction of an attached front deck to be located 3' from the front property line on property located in the R-4 Single Family Residential District. The house was built in 1928 and predates zoning; therefore, most of the structures in the neighborhood do not meet current setbacks and would require a variance in order to be expanded. There was no one from the public who spoke for or against the requested variance and the Zoning Board of Appeals voted unanimously to approve the request.

FINANCIAL IMPACT:

Requested Amount:
 Line Item:
 Budgeted Amount:
 Remaining Funds:

IMPACT IF APPROVED: Deck is constructed

IMPACT IF DENIED: Deck is not constructed

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

7/22/2021

Date:

WHEREAS, Christopher Curtis (“Petitioner”) is the owner of the property located at 721 13th Street, Pekin, Illinois, more particularly described on the attached Exhibit A (the “Property”); and

WHEREAS, Petitioner has applied to the City for a variance to the provisions of section 4-3-7-1 of the City Zoning Code to allow for a 3-foot front-yard setback at the Property, to accommodate a front yard deck; and

WHEREAS, the house located on the Property was built in 1928 and predates zoning setback requirements; and

WHEREAS, after a hearing pursuant to duly published notice, the City of Pekin Zoning Board of Appeals has recommended approval of the requested variance; and

WHEREAS, the City Council of the City of Pekin finds that the Petition meets the standards for variance set forth in section 2-6-10-2(3) of the City Zoning Code.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Pekin, Tazewell County, Illinois:

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

Section 2. The variance requested by Petitioner to allow for a 3-foot set back on the front yard of 721 13th Street, as described and depicted in Exhibit A attached hereto, is approved.

Section 3. The variance shall be in effect as of the effective date of this Ordinance.

Section 4. This Ordinance is in addition to all other ordinances on the subject and shall be construed therewith, excepting as to that part in direct conflict with any other ordinance, and in the event of such conflict, the provisions hereof shall govern.

Section 5. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

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

MAYOR

ATTEST:



City of Pekin Zoning and Inspections Department
111 S. Capitol Street, Pekin, Illinois 61554 – (309) 477-2300

RESIDENTIAL VARIANCE APPLICATION

Address of Requested Variance: 721 13th Street

Applicant Name: Christopher M. Curtis

Address: 721 13th Street

Phone #: (309) 621-1919 Cell Phone #: _____ E-Mail: ph14val.07@gmail.com

Property Interest of Applicant: Chris Curtis

Owner Name: Chris Curtis

Address: 721 S. 13th St. Pekin IL, 61554

Phone #: (309) 621-1919 Cell Phone #: _____ E-Mail: ph14val.07@gmail.com

Property Information:

Lot Area: 3750 sq ft Zoning District: R-4 One Family Present Use: Residential

Use of Adjacent Property & Zoning:

North: Res R-4 South: Res. R-4

East: Res R-4 West: P-1 Parking

Property Identification Number: 04-10-02-232-002

Legal Description: (Attach Separate Page)

Section from Zoning Code Variance is Being Requested: 4-3-7-1 front yard setback

Reason and Purpose for Request: (Lot Area, Width, Front/Rear/Side Yard Setback, Parking)

Front yard variance request to construct an attached
deck 3' from the property line which is 22' closer
than what is allowed



City of Pekin Zoning and Inspections Department
 111 S. Capitol Street, Pekin, Illinois 61554 – (309) 477-2300

Variance Standards and Findings (Attach Separate Page if Necessary)

1. The granting of the variance will be in harmony with the purpose and intent of the Zoning Code and will not alter the essential character of the locality.

Explain: _____

2. The plight of the owner is due to special and unique circumstances and that the hardship was not self-created by the petitioning party.

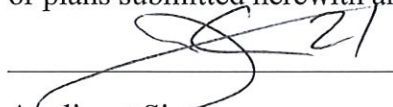
Explain: OLD NEIGHBORHOOD PRE ZONING
IMPOSSIBLE TO MEET REQUIREMENTS

3. That after balancing the interest of the surrounding property owners, the benefits of granting the variance outweigh the depreciation of the neighboring properties, if any.

Explain: _____

CERTIFICATION BY THE APPLICANT

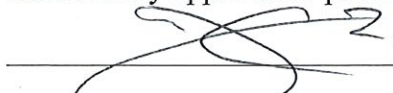
I certify that all the information contained in this application form or any attachments, documents, or plans submitted herewith are true to the best of my knowledge and belief.


 Applicant Signature

6/11/21
 Date

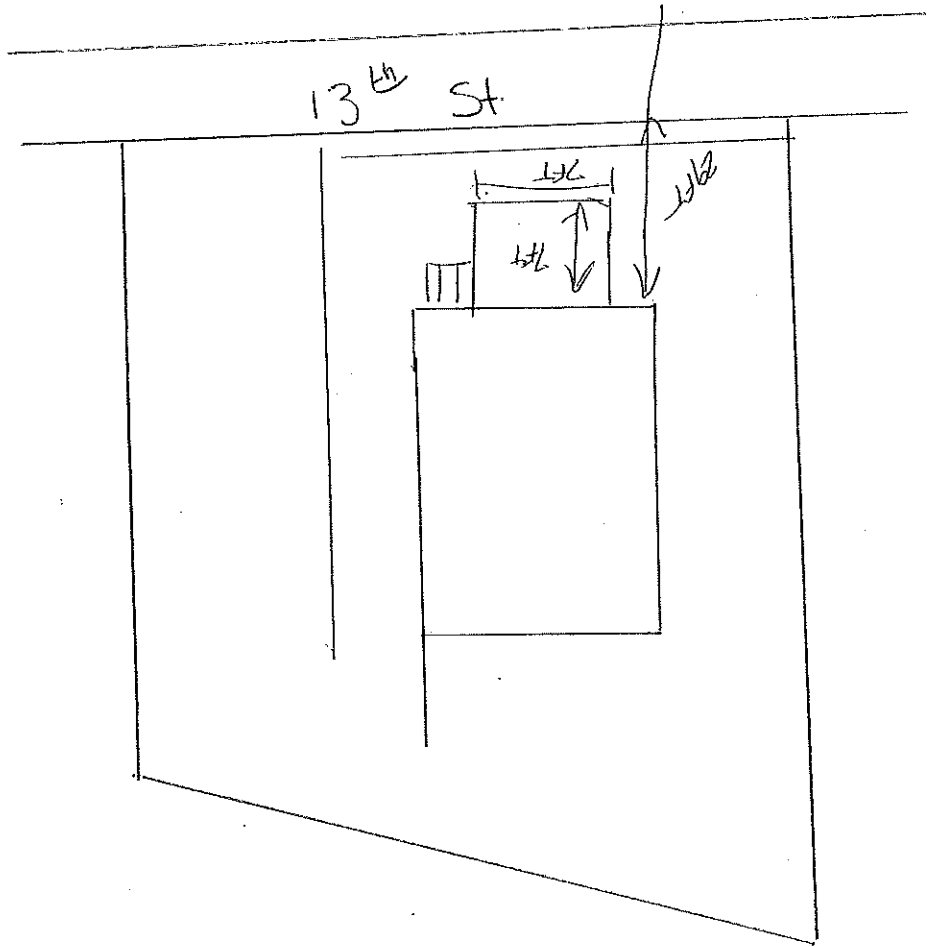
CERTIFICATION BY PROPERTY OWNER

I certify that I am the owner of the property, which is the subject of this request. The applicant has received my approval to proceed with this request.


 Owner Signature

6/11/21
 Date







REQUEST FOR COUNCIL ACTION

Agenda Date: July 26, 2021
To: Council Members
From: Matt Fick,

AGENDA ITEM: Ordinance No. 2996-21/22 Special Use Request for Open-front/Walk-up Food Service at 3322 Court Str

DESCRIPTION: A special use request by Ikomang Kembaryasa dba Kenzi Hibachi Express, LLC for property located in a B-3 General Business District at 3322 Court Street to allow for a drive through / drive up restaurant. This is the former site of a drive thru restaurant so if the petitioner were simply reusing the building in that capacity there would be no need for a special use permit. However, he is looking to place a 24-foot trailer on the west side of the building to use as the kitchen and for a window to serve walk-up customers. The interior of the building is intended to be used for dry storage and will not be accessible to the public; however, employees will be allowed to use the restrooms. Due to the unique nature of this business, and the fact that parking could be an issue and patrons will be required to walk across the drive aisle to access the serving window, legal counsel has concluded that a public review process and special use permit are required.

The signalized intersection will help with traffic flow and the petitioner has agreed they will not have any tables or chairs for outdoor dining which will help to keep this already tight site more fluid, however due to the placement of the trailer only five (5) parking spaces will be available. The petitioner indicated the adjacent business, Sherwin Williams, has verbally agreed to let his customer's park in their lot; however, he is not willing to put that in writing so it should not be considered when evaluating this request. This is a new and unique concept for the City of Pekin and a creative reuse of an existing vacant structure. There was no one from the public present to speak for or against this request and the Planning Commission voted unanimously to approve a special use on the conditions that the restaurant be considered an open store front and that the site could not be used as a drive through unless it came back to them as another special use.

Staff also recommends approval.

FINANCIAL IMPACT: N/A

Requested Amount:
 Line Item:
 Budgeted Amount:
 Remaining Funds:

IMPACT IF APPROVED: Business will be open to the public

IMPACT IF DENIED: Business will not open

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

7/22/2021

Date:

WHEREAS, Ikomang Kembaryasa dba Kenzi Hibachi Express, LLC (“Petitioner”) leases the property located at 3322 Court Street, located in the City of Pekin (the “Property”); and

WHEREAS, the Property is presently designated as a B-3 zoning district; and

WHEREAS, Petitioner has applied to the City for a Special Use to allow the operation of a drive-up/walk-up/open-front food service trailer on the Property. A copy of Petitioners’ Petition for Special Use is attached hereto as Exhibit A; and

WHEREAS, after a hearing pursuant to duly published notice, the City of Pekin Planning Commission has recommended approval of the requested Special Use.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Pekin, Tazewell County, Illinois as follows:

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

Section 2. The Special Use requested by Petitioner to allow the operation of an open-front/walk-up food service trailer on the Property is approved, pursuant to Section 4-3-6-5-3(2) of the City Code; provided, however, that Petitioner shall not be authorized to operate a drive-through on the Property without further application to the Planning Commission and approval of the City Council.

Section 3. This Ordinance is in addition to all other ordinances on the subject and shall be construed therewith, excepting as to that part in direct conflict with any other ordinance, and in the event of such conflict, the provisions hereof shall govern.

Section 4. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

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

MAYOR

ATTEST:

CITY CLERK



ILLINOIS
Community. Opportunity. Home.

City of Pekin- Zoning and Inspections Department

111 S. Capitol Street, Pekin, Illinois 61554 – (309) 477-2315

SPECIAL USE APPLICATION

Address of Requested Special Use: 3322 Court Street

Applicant Name: Ikomang kembar Yasa

Address: 7431 E state st Apt 337, Rockford, IL, 61108.

Phone #: 703-896-6456 **Cell Phone #:** 703-896-6456 **E-Mail:** kenziehazema(a)yahoo.m

Owner Name: B R P Land Trust, Brad Joseph

Address: 5001 N university Peoria IL 61614

Phone #: 309-692-1135 **Cell Phone #:** 309-339-6286 **E-Mail:** brad.joseph@d.joseph.com

Attorney / Representative: _____

Address: _____

Phone #: _____ **Cell Phone #:** _____

Phone #: _____ **Cell Phone #:** _____ **E-Mail:** _____

Property Information:

Lot Area: 12,000 sq. ft. **Zoning District:** B-1 **Present Use:** vacant former drive thru restaurant

Use of Adjacent Property & Zoning:

North: B-3 **South:** R-4

East: B-1 **West:** B-1

Property Identification Number: 11-11-17-07-301-024

Legal Description: (Attach Separate Page)

City of Pekin- Zoning and Inspections Department

Brief Summary and Reason for Request: Special use request to allow for a drive thru restaurant

- 1.) The proposed Special use is consistent with the intent of the Comprehensive Plan.
- 2.) The establishment, Maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare.
- 3.) The Special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted nor substantially diminish property values within the neighborhood.
- 4.) The establishment of the Special Use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
- 5.) Adequate utilities, access roads, drainage or necessary facilities have been or will be provided.
- 6.) Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.
- 7.) The Special Use is necessary for public convenience at this location.

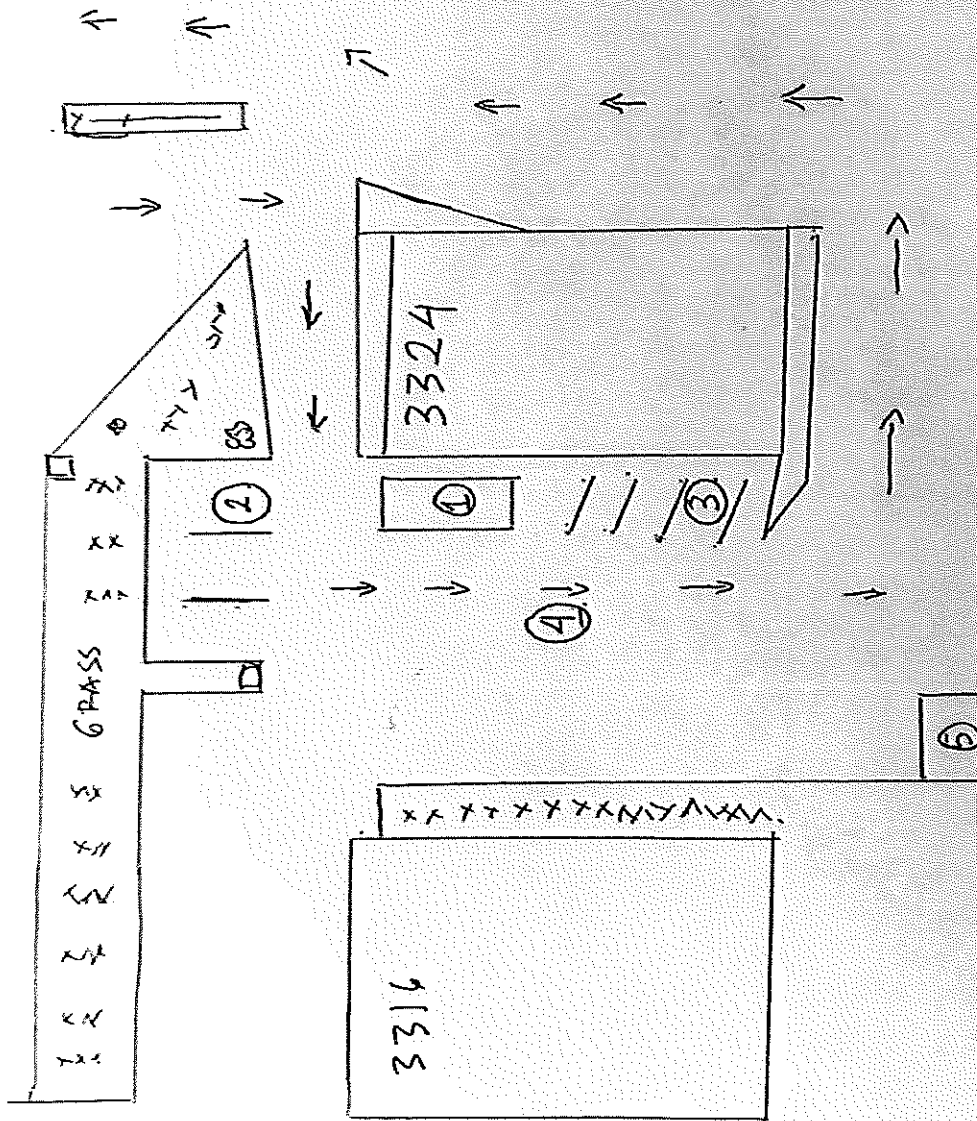
I certify that all the information contained in this application form or any attachments, documents, or plans submitted herewith are true to the best of my knowledge and belief.

Date _____

I certify that I am the owner of the property, which is the subject of this request. The applicant has received my approval to proceed with this request.

Date 6/23/2021

COURT ST



NOTE : - BUILDING USED 3324.

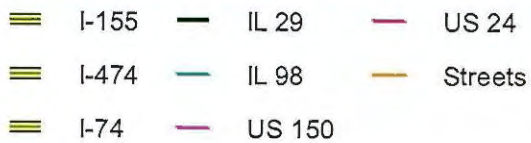
NO 1 : FOOD TRAILER

NO 2 : PARKING LOT

NO 3 : PARKING LOT

NO 4 : → CAR MOVEMENT FLOW

NO 5 : GARBAGE DUMSTER



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Attachment: 3322 Court Street Packet (2706 : Ordinance No. 2996-21/22 Special Use Request for Open-front/Walk-up Food Service at 3322



REQUEST FOR COUNCIL ACTION

Agenda Date: July 26, 2021
To: Council Members
From: Matt Fick,

AGENDA ITEM: Ordinance No. 2997-21/22 Rezoning Request for 283 Herman Street from B-3 to R-4

DESCRIPTION: Bret and Deanna Bruce are requesting a rezoning of their property located at 283 Herman Street from B-3 General Business District to R-4 One-Family Residential. Mr. Bruce constructed a new garage on property both he and his neighbor thought he owned. After a survey was performed, it was discovered that property was actually owned by the neighbor. The two parties have agreed to a land sale and the petitioner is requesting a rezoning from B-3 (commercial) to R-4 (one family residential) in order to meet setback requirements and so that the entire parcel is zoned uniformly. The parcels will be combined into one tax I.D. number following approval of the rezoning. There was no one from the public who spoke for or against the requested rezoning and the Planning Commission voted unanimously to approve with a condition that the Petitioner shall have one year to combine the parcels.

Staff also recommends approval.

FINANCIAL IMPACT: N/A

Requested Amount:
 Line Item:
 Budgeted Amount:
 Remaining Funds:

IMPACT IF APPROVED: Property is rezoned and combined with adjacent residentially zoned parcel.

IMPACT IF DENIED: Property is not rezoned and the owner would need to get a variance to meet setback requirements in a B-3 zoning district.

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.

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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 bond 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

7/22/2021

Date:

Ordinance No. 2997-21/22 Rezoning Request for 283 Herman Street from B-3 General Business to R-4 One-Family Residential

WHEREAS, Bret and Deanna Bruce (“Petitioners”) are the owners of the property located at 283 Herman Street, located in the City of Pekin (the “Property”); and

WHEREAS, the Property is zoned R-4 One-family Residential; and

WHEREAS, the Property includes a detached garage, which was recently discovered by survey to be on the adjacent property, having the parcel ID number 04-10-03-416-010 and which is more particularly described in Exhibit A attached hereto; and

WHEREAS, the adjacent property is currently zoned B-3 General Business District; and

WHEREAS, Petitioners have reached an agreement to purchase the portion of the adjacent property on which the detached garage sits, as depicted on the Plat of Survey included in the attached Exhibit A (the “Subject Parcel”), from the adjacent property owner; and

WHEREAS, Petitioners have applied to the City to rezone the Subject Parcel to R-4, to match the current zoning of the Property; and

WHEREAS, after a hearing pursuant to duly published notice, the City of Pekin Planning Commission has recommended approval of the requested rezoning, on the condition that Petitioners take steps to combine the existing Property with the Subject Parcel within one year of acquiring the Subject Parcel.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Pekin, Tazewell County, Illinois as follows:

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

Section 2. The rezoning of the Subject Parcel, as described on the Plat of Survey included in Exhibit A attached hereto, from B-3 to R-4 One Family Residential is approved; provided, however, that this rezoning is conditioned on Petitioners combining the Subject Parcel and the Petitioners’ existing Property into a single parcel within one year of Petitioners’ acquisition of the Subject Parcel. The rezoning of the Subject Parcel shall take effect upon the recording of an approved and certified Plat with the County of Tazewell, in accordance with the requirements of the Illinois Plat Act, and the ordinances of the County and the City, combining the Property and the Subject Parcel into a single parcel.

Section 3. This Ordinance is in addition to all other ordinances on the subject and shall be construed therewith, excepting as to that part in direct conflict with any other ordinance, and in the event of such conflict, the provisions hereof shall govern.

Section 4. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

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

ATTEST:

CITY CLERK



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Community. Opportunity. Home.

City of Pekin- Planning and Zoning Department

111 S. Capitol Street, Pekin, Illinois 61554 – (309) 478-5355

ZONING MAP AMENDMENT APPLICATION

Applicant Name: Bret + Deanna Bruce

Address: 283 Herman St. Pekin, IL 61554

Phone #: _____ Cell Phone #: 857-5309 E-Mail: _____

Property Interest of Applicant: Buying piece as shown on attached plat

Owner Name: Peggy J. Phillips as Trustee of the

Address: 293 Herman St PEKIN IL 61554 PJ PHILLIPS TRUST Dated January 2, 2012

Phone #: _____ Cell Phone #: (309) 241-0076 E-Mail: _____

Attorney / Representative: Caleb Johnson, Land Surveyor

Address: 5801 N Prospect Rd Suite 6B Peoria, IL 61614

Phone #: 692-8500 Cell Phone #: _____ E-Mail: cejohnson@mohr and
Kerr

Property Information:

Address of Property: Part of 293 Herman St Pekin, IL 61554

Lot Area: 0.04 Acres Zoning District: B-3 Present Use: garage for residence to west

Use of Adjacent Property & Zoning:

North: B-3 Business

South: Across Street, R-4 1 Family Res.

East: B-3 Business

West: R-4 1 Family Residential

Property Identification Number: 04-10-03-416-010

Legal Description: (Attach Separate Page)

Attachment: 283 Herman Packet (2705 : Ordinance No. 2997-21/22 Rezoning Request for 283 Herman Street from B-3 to R-4)



City of Pekin- Planning and Zoning Department
 111 S. Capitol Street, Pekin, Illinois 61554 – (309) 478-5355

REASON FOR REQUEST:

A Zoning Map Amendment for the above property is requested as follows: _____

Explain how the Requested Zoning Classification Relates to the Comprehensive Plan: _____

CERTIFICATION BY THE APPLICANT

I certify that all the information contained in this application form or any attachments, documents, or plans submitted herewith are true to the best of my knowledge and belief.

 Applicant Signature Date

CERTIFICATION BY PROPERTY OWNER

I certify that I am the owner of the property, which is the subject of this request. The applicant has received my approval to proceed with this request.

 Applicant Signature *Betsy J. Phillips as Trustee*
of the PJ PHILLIPS TRUST DATED JANUARY 21, 2012

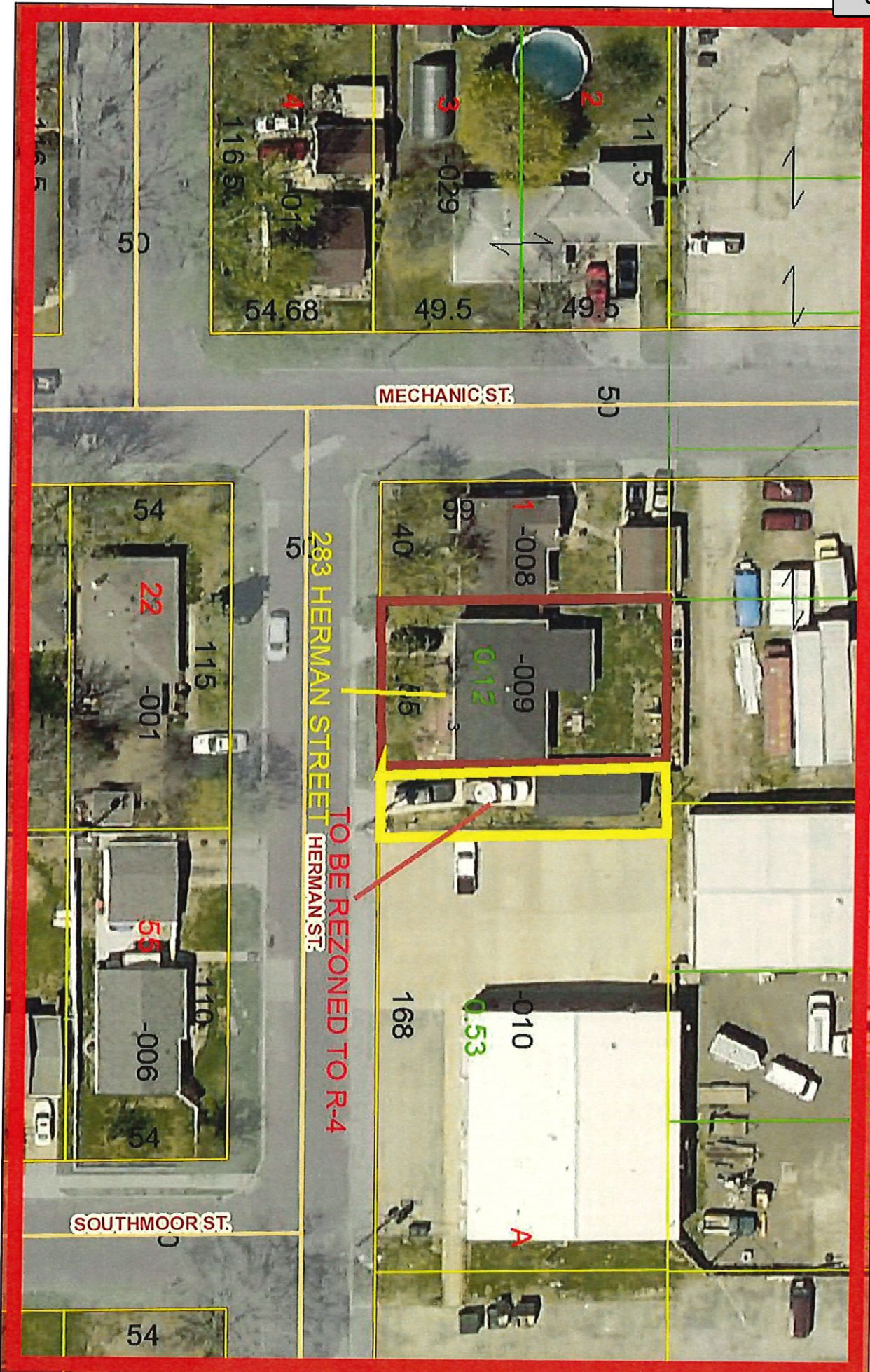
 Date *May 27, 2021*

A Zoning Map Amendment for the above property is requested as follows:

The applicants, Bret and Deanna Bruce, are requesting the property (as shown on the attached Plat of Survey) be re-zoned from B-3 to R-4, to match the current zoning of their existing residence at 283 Herman St. (PIN 04-10-03-416-009). The reason for this request is because recently the Bruces constructed a new garage on the subject piece of property, with proper permits from the city. The Bruces, and their neighbor to the east, Peggy Phillips, were under the impression the property the Bruces built on was owned by the Bruces. After a survey was completed by Mohr & Kerr Engineering & Land Surveying, it was found that the property was actually part of the Peggy Phillips property, and did not belong to the Bruces. Peggy Phillips has agreed to sell the Bruces the portion of her property that they built on so that it can be added to the Bruce's existing property, it will not be a separate piece of property. The Bruces need the zoning of the piece they are acquiring, to match the current zoning of their home, to satisfy all of the zoning requirements in regard to setbacks.

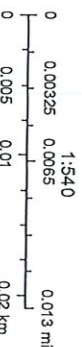
Explain how the Requested Zoning Classification Relates to the Comprehensive Plan:

The subject piece of property is currently zoned B-3 and the applicants would like it to be zoned R-4. The property currently is improved with a residential garage that the prospective owners built for their own personal storage. Their existing property is also zoned R-4, as are all of the homes located across the street to the south. Re-zoning this property to R-4 would fit the existing format of the neighborhood in that the commercial use property is zoned B-3 and the residential use property is zoned R-4.

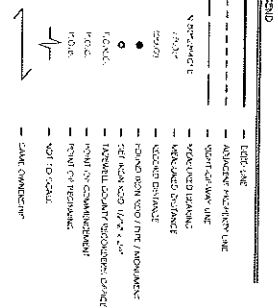


- I-155 IL 29 US 24
- I-474 IL 98 Streets
- I-74 US 150

This information has been compiled from the most accurate source data from the public records of Tazewell County. The information must be accepted and used with the understanding that the data was collected primarily for the purpose of assessing property tax and is not intended for any other purpose. The information contained herein is for reference purposes only and should not be used as a substitute for a title search. Any reliance on the information contained herein is at the user's sole risk. The Tazewell County GIS assumes no responsibility for any use of the information contained herein or any loss resulting therefrom. Users of Tazewell County GIS also assume all risk and liability when accessing any third-party site linked to this site. All data is subject to change.



A PART OF DISTRICT NO. 40 LOTS 22 AND 24 IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 10 NORTH, RANGE 1 WEST OF THE THIRD PRINCIPAL MERIDIAN, CALLED "W. J. HARRIS TRACT" OR PLAT RECORDED IN PLAT BOOK 27, IN THE RECORDS OFFICE OF TARRANT COUNTY, SITUATED IN TARRANT COUNTY, TEXAS.

[illegible]

A large number of people in the United States and in the Commonwealth of Massachusetts are concerned about the economic and social consequences of the aging of the population. The aging of the population is a process that is occurring in all industrialized nations, and it is expected that it will continue to accelerate in the future. The aging of the population is a result of a number of factors, including a decline in the birth rate, an increase in life expectancy, and a shift in the age structure of the population. The aging of the population has a number of consequences, including a decline in the labor force, an increase in the demand for social services, and a shift in the political and economic priorities of the nation. The aging of the population is a complex issue that requires a comprehensive approach to address the challenges it presents.

[illegible]

ALWAYS REMEMBER PROFESSIONAL LAND SURVEYORS & ENGINEERS
WHO PROFESSIONAL SERVICES CONFORM TO THE CURRENT
LATEST MINIMUM STANDARDS FOR A BOUNDARY SURVEY.



ACME EXPLORES, ACOBACOS, INC. 2022

MOH R & KERR ENGINEERING & LAND SURVEYING, P.C.
5801 N. Prospect Road, Suite 8B
Peoria, Illinois 61614
www.mohrlanderr.com

Office: (309) 692-8500
Fax: (309) 692-8501
Professional Design Firm #104 005281

[illegible]

DEANNA BRUCE

PLAT OF SURVEY

A PART OF LOT 27 OF 216.45 AND 41 IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 24 NORTH, RANGE 3, WEST OF THE THIRD PRINCIPAL MERIDIAN, LAND SURVEYED AND SHOWN ON PLAT RECORDED IN PLAT BOOK 37, PAGE 371. THE RECORDS, OFFICE OF TARRANT COUNTY, SITUATED IN TARRANT COUNTY, TEXAS.

PHENOLICS



REQUEST FOR COUNCIL ACTION

Agenda Date: July 26, 2021
To: Council Members
From: Josie Esker, City Engineer

AGENDA ITEM: Receive and File Bids for 5th Street Mill & Overlay Project

REQUIRED SIGNATURES

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

City Manager:
Date:



Approved Engineer's Estimate	\$280,000.00	Attended By (IDOT Representative(s))	
---------------------------------	--------------	---	--

Bidder's Name	RA Cullinan a division of UCM	
Bidder's Address	121 W Park PO Box 166	
City, State, Zip	Tremont, IL 61568	
Proposal Guarantee		
Terms		

Approved Engineer's Estimate										
Item No.	Item	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total
X4401198	HMA Surface Rem Variable		Sq. Yd.	10050	\$6.0000	\$60,300.00	\$5.3500	\$53,767.50		\$0.00
40600295	Bit Matls Pr Ct		Pounds	8000	\$2.5000	\$20,000.00	\$2.5000	\$20,000.00		\$0.00
40603535	P HMA SC "D" N50		Tons	1250	\$130.0000	\$162,500.00	\$139.5500	\$174,437.50		\$0.00
60255800	Manhole Adjust w New Fram		Each	3	\$2,200.0000	\$6,600.00	\$2,761.6900	\$8,285.07		\$0.00
X7010216	Traffic Control, Complete		L. Sum	1	\$10,600.00 ⁺	\$10,600.00	\$7,101.7800	\$7,101.78		\$0.00
67100100	Mobilization		L. Sum	1	\$20,000.00 ⁺	\$20,000.00	\$6,800.0000	\$6,800.00		\$0.00
					As Read:		\$270,391.85			
					As Calculated:		\$270,391.85	\$0.00		
					% Over/Under:		(3.43)%			
					Total Bid:					



**Illinois Department
of Transportation**

**Local Public Agency
Formal Contract Proposal**



COVER SHEET

Proposal Submitted By:

Contractor's Name

R. A. Cullinan & Son, a Div. of UCM, Inc.

Contractor's Address

121 W Park St. PO Box 166

City

Tremont

State

IL

Zip Code

61568

STATE OF ILLINOIS

Local Public Agency

City of Pekin

County

Tazewell

Section Number

21-00000-03-GM

Route(s) (Street/Road Name)

S. 5th Street

Type of Funds

MFT

☐ Proposal Only ☒ Proposal and Plans ☐ Proposal only, plans are separate

Submitted/Approved

For Local Public Agency:

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature

Date

--	--

Submitted/Approved

County Engineer/Superintendent of Highways Date

--	--

For a Municipal Project

Submitted/Approved/Passed

Signature

Date

<i>April A. Ecker</i>	4/19/21
-----------------------	---------

Official Title

City Engineer

Department of Transportation

Released for bid based on limited review

Regional Engineer Signature

Date

<i>John A. James</i>	062421
----------------------	--------

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

Attachment: R.A. Cullinan Bid (2700 : Receive and File Bids for 5th Street Mill & Overlay Project)

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Pekin	Tazewell	21-00000-03-GM	S. 5th Street

NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of the City Clerk

111 S Capitol Street Pekin, IL 61554

Address

Name of Office
until 10:00 AM on 7/21/21
Time Date

Sealed proposals will be opened and read publicly at the office of the City Clerk

111 S. Capitol Street Pekin, IL 61554

Address

Name of Office
at 10:00 AM on 07/21/21
Time Date

DESCRIPTION OF WORK

Location	Project Length
South 5th Street from Washington to Derby Street	2841 feet

Proposed Improvement

Asphalt milling and resurfacing, manhole adjustments, and collateral work.

1. Plans and proposal forms will be available in the office of

The Pekin City Engineer, Josie A. Esker, 111 S. Capitol Street Pekin, IL 61554. jaesker@ci.pekin.il.us
(309) 478-5399

2. ☒ Prequalification

If checked, the 2 apparent as read low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57) in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and two originals with the IDOT District Office.

3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.

4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:

- Local Public Agency Formal Contract Proposal (BLR 12200)
- Schedule of Prices (BLR 12201)
- Proposal Bid Bond (BLR 12230) (if applicable)
- Apprenticeship or Training Program Certification (BLR 12325) (do not use for project with Federal funds)
- Affidavit of Illinois Business Office (BLR 12326) (do not use for project with Federal funds)

5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.

6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.

7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.

8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.

9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Pekin	Tazewell	21-00000-03-GM	S. 5th Street

PROPOSAL

1. Proposal of R. A. Cullinan & Son, a Div. of UCM, Inc.
Contractor's Name
121 W Park St. PO Box 166 Tremont, IL 61568
Contractor's Address
2. The plans for the proposed work are those prepared by the City of Pekin
and approved by the Department of Transportation on _____
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within _____ working days or by 10/31/21 unless additional time is granted in accordance with the specifications.
6. The successful bidder at the time of execution of the contract will _____ be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond of check shall be forfeited to the Awarding Authority.
7. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the products of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid may be declared unacceptable if neither a unit price nor a total price is shown.
8. The undersigned submits herewith the schedule of prices on BLR 12201 covering the work to be performed under this contract.
9. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12201, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.
10. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will _____ be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond, if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: City of Pekin
Treasurer of _____
The amount of the check is Bid Bond (_____).

Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more bid proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual bid proposal. If the proposal guaranty check is placed in another bid proposal, state below where it may be found.

The proposal guaranty check will be found in the bid proposal for: Section Number 21-00000-03-GM

Attachment: R.A. Cullinan Bid (2700 : Receive and File Bids for 5th Street Mill & Overlay Project)

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Pekin	Tazewell	21-00000-03-GM	S. 5th Street

CONTRACTOR CERTIFICATIONS

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedure established by the appropriate Revenue Act, its liability for the tax or the amount of the tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense, or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or Local government. No corporation shall be barred from contracting with any unit of State or Local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.
3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that, it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be canceled.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Pekin	Tazewell	21-00000-03-GM	S. 5th Street

SIGNATURES

(If an individual)

Signature of Bidder		Date
Business Address		
City	State	Zip Code

(If a partnership)

Firm Name		
Signature		Date
Title		
Business Address		
City	State	Zip Code

Insert the Names and Addresses of all Partners

--

(If a corporation)

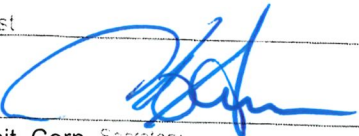
Corporate Name		
R. A. Cullinan & Son, a Div. of UCM, Inc.		
Signature		Date
		7/21/21
Title		
Vice President		
Business Address		
121 W Park St. PO Box 166		
City	State	Zip Code
Tremont	IL	61568

Insert Names of Officers

President
Robert W. Bruner

Attachment: R.A. Cullinan Bid (2700 : Receive and File Bids for 5th Street Mill & Overlay Project)

Attest



Assit. Corp Secretary

Secretary

Allen D. Cullinan

Treasurer

Allen D. Cullinan

Attachment: R.A. Cullinan Bid (2700 : Receive and File Bids for 5th Street Mill & Overlay Project)



CONCRETE GRAVEL & BITUMINOUS PAVEMENTS
CONCRETE AND STEEL BRIDGES AND CULVERTS
PILE DRIVING - EXCAVATING - DRAINAGE DITCHES

OFFICE PHONE 925-2711
Area Code 309 PEORIA 676-4343
Area Code 309 PEKIN 346-7262
FAX 309-925-7131

Quote To: City of Pekin
111 S. Capitol Street
Pekin, IL 61554
Attn: Josie Esker
Phone: 309-478-5399
Mobile:
Email: jaesker@ci.pekin.il.us

Job Name: Pekin - 5th Street HMA
Section #: 21-00000-03-GM
Date of Plans:
Bid Date: July 21, 2021
FSA: 072121PEK
Addendum:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
40600295	P BIT MATLS TACK CT	8,000.00	LB	2.50	20,000.00
40603535	P HMA SC "D" N50	1,250.00	TON	139.55	174,437.50
60255800	MH ADJ W/ NEW F&G	3.00	EA	2,761.69	8,285.07
67100100	MOBILIZATION	1.00	LS	6,800.00	6,800.00
X4401198	HMA SURF REM VAR DPTH	10,050.00	SY	5.35	53,767.50
X7010216	TRAFFIC CNTRL, COMPLETE	1.00	LS	7,101.78	7,101.78
GRAND TOTAL					270,391.85

NOTES:

Thank you for the opportunity to bid on this project. We look forward to working with you.

R. A. Cullinan & Son
a division of United Contractors Midwest, Inc.

Signed

Signed

Date

7/21/21

Date

Attachment: R.A. Cullinan Bid (2700 : Receive and File Bids for 5th Street Mill & Overlay Project)



Illinois Department
of Transportation

Schedule of Prices



Contractor's Name _____

R. A. Cullinan & Son, a Div. of UCM, Inc.

Contractor's Address _____

121 W Park St. PO Box 166

City _____

Tremont

State

IL

Zip Code _____

61568

Local Public Agency

City of Pekin

County _____

Tazewell

Section Number

21-00000-03-GM

Route(s) (Street/Road Name)

S. 5th Street

Schedule for Multiple Bids

Schedule for Multiple Bids		
Combination Letter	Section Included in Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications.)

Item Number	Items	Unit	Quantity	Unit Price	Total
40600295	P BIT MATLS TACK CT	POUND	8000		
40603535	P HMA SC "D" N50	TON	1250		
60255800	MANHOLE ADJW NEW F&G	EACH	3		
67100100	MOBILIZATION	L. SUM	1		
X4401198	HMA SURF REM VAR DPTH	SQ. YD.	10050		
X7010216	TRAFFIC CNTRL, COMPLETE	L. SUM	1		
Bidder's Total Proposal					\$0.00

1. Each pay item should have a unit price and a total price.
2. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern.
3. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
4. A bid may be declared unacceptable if neither a unit price or total price is shown.



IL-Springfield
3151 Robbins Rd (62704)
PO Box 13420
Springfield, IL 62791
Phone: 217-546-6192
Fax: 217-546-1904

July 21, 2021

Local Agency: Tazewell County—City of Pekin

United Contractors Midwest, Inc. and all of its divisions request to forego filing the required Affidavit of Availability under 44 IL Administrative Code Section 21-00000-03-GM for S. 5th Street for the local roads letting.

If you have any questions, you may contact Ms. Tara Elston, Illinois Department of Transportation, Springfield, IL. Thank you for your cooperation.

Sincerely,

Thomas T. Wall
Vice President

I, Ashley Burdette, do hereby certify that Thomas T. Wall, who is personally known to me, to be the same person signing the above in my presence.

Given under my hand and Notarial Seal this 21st day of July, 2021,



Notary Public

(SEAL)

ucm.biz

IL-Peoria
121 W. Park Street
PO Box 166
Tremont, IL 61568
309-925-2711

IL-Springfield
3151 Robbins Rd (62704)
PO Box 13420
Springfield, IL 62791
217-546-6192

IL-Winchester
Route 106 West
PO Box 258
Winchester, IL 62694
217-742-3103

IL-Bloomington
1523 Cottage Ave.
PO Box 609
Bloomington, IL 61701
309-827-0091

IL-Galesburg
816 N. Henderson
Galesburg, IL 61402
309-342-4155





Illinois Department of Transportation

Apprenticeship and Training Program Certification



Local Public Agency	County	Street Name/Road Name	Section Number
City of Pekin	Tazewell	S. 5th Street	21-00000-03-GM

All contractors are required to complete the following certification

- ☒ For this contract proposal or for all bidding groups in this deliver and install proposal.
☐ For the following deliver and install bidding groups in this material proposal.

Illinois Department of Transportation policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidder's subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

1. Except as provided in paragraph 4 below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
2. The undersigned bidder further certifies, for work to be performed by subcontract, that each of its subcontractors either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.
3. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

See Attached

4. Except for any work identified above, if any bidder or subcontractor shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforces and positions of ownership. ☐

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Department at any time before or afterward may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Bidder

R. A. Cullinan & Son, a Div. of UCM, Inc.

Title

Vice President

Address

121 W Park St. PO Box 166

Signature

Thomas Wall

Date

7/21/21

City

Tremont

State

IL

Zip Code

61568



IL—Peoria
121 W. Park Street
P.O. Box 166
Tremont, IL 61568
309-925-2711

**RE: Certificate of Registration for
Apprenticeship and Training Programs**

R. A. Cullinan & Son; Illinois Valley Paving; Freesen; Rowe Construction; Gunther Construction; Gunther Underground; State Highway Construction; and River City Supply, are divisions of United Contractors Midwest, Inc. and its subsidiary participating in one or more of the following Apprenticeship and Training Programs:

- 1) Apprenticeship & Skill Improvement – Local 150 Operating Engineers
- 2) Operating Engineers Local 318 Joint Apprenticeship and Training Program
- 3) Operating Engineers Local 520 Apprenticeship Program
- 4) Operating Engineers Local 649 Apprenticeship Fund
- 5) IUOE Local 841 Apprenticeship & Training
- 6) Local 965 Operating Engineer Improvement Committee for Central Illinois
- 7) Illinois Laborers' and Contractor's Training Trust Fund
- 8) Mid-Central Illinois Dist. Council of Carpenters Joint Apprenticeship Training Committee

Local 16	Local 183	Local 347	Local 742
Local 44	Local 189	Local 644	Local 904
Local 63	Local 269	Local 725	Local 1051
- 9) Southern Illinois Dist. Council of Carpenters Joint Apprenticeship Training Committee
- 10) Operative Plasterers and Cement Mason #143 Joint Apprenticeship Training Committee
- 11) Operative Plasterers and Cement Mason #18 Joint Apprenticeship Training Committee
- 12) Operative Plasterers and Cement Mason #539 Joint Apprenticeship Training Committee
- 13) Peoria Ironworkers Joint Apprenticeship Committee
- 14) Bridge, Structural, Ornamental & Reinforcing Ironworkers Local Union No. 112
- 15) Ironworkers Local 48 Joint Apprenticeship Committee Program
- 16) Teamsters Joint Council No. 25 Apprenticeship Program

UCM SUBCONTRACTED WORK TYPE LISTED PER PARAGRAPH "K"

Pavement Striping	Environmental	Hazardous Waste Removal
Bridge Cleaning & Painting	Traffic Control	Waterproof Membrane System
Electrical	Hydro Demolition	Guardrail & Fence
Lime Stabilization	Asbestos Removal	Reflective Crack Control Treatment
Construction Layout	Drilled Shafts	Saw & Sealing Joints
Material Testing	Underground Utilities	Wall Tieback System
Engineering	Dredging	Hauling
Demolition	Landscaping	

ucm.biz

IL—Peoria
121 W. Park Street
P.O. Box 166
Tremont, IL 61568
309-925-2711

IL—Springfield
3151 Robbins Rd. (62704)
P.O. Box 13420
Springfield, IL 62791
217-546-6192

IL—Winchester
Route 106 West
P.O. Box 258
Winchester, IL 62694
217-742-3103

IL—Bloomington
1523 Cottage Ave.
P.O. Box 609
Bloomington, IL 61701
309-827-0091

IL—Galesburg
600 E. Main St.
P.O. Box 1488
Galesburg, IL 61402
309-342-4155





Illinois Department
of Transportation

Affidavit of Illinois Business Office



Local Public Agency City of Pekin	County Tazewell	Street Name/Road Name S. 5th Street	Section Number 21-00000-03-GM
--------------------------------------	--------------------	--	----------------------------------

I, Thomas T. Wall of Tremont Illinois
Name of Affiant City of Affiant State of Affiant
 being first duly sworn upon oath, state as follows:

1. That I am the Vice President of R. A. Cullinan & Son, a Div. of UCM, Inc.
Officer or Position Bidder
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under the proposal described above, R. A. Cullinan & Son, a Div. of UCM, Inc., will maintain a business office in the
Bidder
 State of Illinois, which will be located in Tazewell County, Illinois.
County
4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

Signature Thomas T. Wall Date 7/21/21
 Print Name of Affiant
Thomas T. Wall

Notary Public

State of IL

County Tazewell

Signed (or subscribed or attested) before me on 7/21/21 by
(date)

Thomas T. Wall
(name/s of person/s)

, authorized agent(s) of

R. A. Cullinan & Son, a Div. of UCM, Inc.

Bidder



(SEAL)

Signature of Notary Public

Ashley Rose Burdette

My commission expires 5-11-2024

State of Illinois
Department of Transportation
Bureau of Local Roads and Streets

SPECIAL PROVISION
FOR
INSURANCE

Effective: February 1, 2007
Revised: August 1, 2007

All references to Sections or Articles in this specification shall be construed to mean specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation.

The Contractor shall name the following entities as additional insured under the Contractor's general liability insurance policy in accordance with Article 107.27:

City of Pekin 111 South Capitol Street Pekin, IL 61554

The entities listed above and their officers, employees, and agents shall be indemnified and held harmless in accordance with Article 107.26.



Illinois Department of Transportation

Local Public Agency Proposal Bid Bond



Local Public Agency	County	Section Number
City of Pekin	Tazewell	21-00000-03-GM

WE, R.A. Cullinan & Son, A Division of UCM, Inc. as PRINCIPAL, and
Travelers Casualty & Surety Company of America as SURETY, are held jointly,
 severally and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of 5% of the total bid
 price, or for the amount specified in the proposal documents in effect on the date of invitation for bids, whichever is the lesser sum. We
 bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LPA this sum under the conditions of this
 instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written
 proposal to the LPA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LPA for the above designated section
 and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful
 performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road
 and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in
 full force and effect.

IN THE EVENT the LPA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any
 requirements set forth in the preceding paragraph, then the LPA acting through its awarding authority shall immediately be entitled to
 recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their
 respective officers this 21st of July, 2021
 Day Month and Year

Principal

Company Name	
R.A. Cullinan & Son, A Division of UCM, Inc.	
Signature	Date
By:	7/21/21
Title	
Thomas T. Wall, Vice President	

Company Name	
Signature	Date
By:	
Title	

(If Principal is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be
 affixed.)

Surety

Name of Surety
Travelers Casualty & Surety Company of America

Signature of Attorney-in-Fact	Date
By:	7/21/21

STATE OF IL
 COUNTY OF TAZEWELL

I Amy E. Ries, a Notary Public in and for said county do hereby certify that

Thomas T. Wall and Kathy Betteridge

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of
 PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said
 instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 21st day of July, 2021
 Day Month and Year



Notary Public Signature

Date commission expires 10/28/21

Attachment: R.A. Cullinan Bid (2700 : Receive and File Bids for 5th Street Mill & Overlay Project)

Section Number

21-00000-03-GM

=ELECTRONIC BID BOND

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LPA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Company/Bidder Name

--

Date _____

--

--



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Kathy Betteridge** of **Pekin**

Illinois, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **21st** day of **July**, 2021



Kevin E. Hughes
 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

Attachment: R.A. Cullinan Bid (2700 : Receive and File Bids for 5th Street Mill & Overlay Project)

**REQUEST FOR COUNCIL ACTION**

Agenda Date: July 26, 2021
To: Council Members
From: Sue McMillan, City Clerk

AGENDA ITEM: Receive and File Bids for Solid Waste Collection Services

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

7/22/2021

Date:



PDC Services, Inc.

July 16, 2021

Mark Rothert
Pekin City Manager
111 South Capitol Street
Pekin, IL 61554

RE: Bid Response to City of Pekin Solid Waste Collection

Dear Mr. Rothert,

Please find with this letter PDC Services' response to your *Requests for Proposals for City of Pekin Solid Waste Collection*.

PDC enjoys a long-standing relationship with the City of Pekin as evidenced by our agreements to accept solid waste at the Indian Creek Landfill and recycling material at the AREA recycling processing facility in Pekin.

This bid response has PDC collecting the monthly fee and providing customer service on behalf of the City for the solid waste services described in the RFP. Under this proposal, PDC would collect the fee quarterly in advance from each household in the City covered by the contract.

To clarify, this proposal is to collect solid waste in the City of Pekin and deliver it for disposal and/or processing. The only processing fee included in this proposal and the monthly pricing is for the cost of yard waste disposal. The fee table over seven years does not include the cost for trash disposal at Indian Creek Landfill or recycling processing fees at Area Recycling, Inc.

We appreciate the opportunity to win your business for garbage, recycling, and landscape waste collections. Let me know if you have any questions regarding this bid.

Sincerely,

Eric Shangraw
Municipal Marketing & Comminutions Manager
PDC/AREA Disposal
Eshangraw@pdcarearea.com
Phone: (309)681-3364

P.O. Box 9071
Peoria, IL 61612-9071
309.688.0760

www.pdcarea.com

4700 N. Sterling Avenue
Peoria, IL 61615
Fax 309.688.9611

Attachment: PDC Services, Inc (2711 : Receive and File Bids for Solid Waste Collection Services)

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

PDC Services, Inc.
4700 N. Sterling Avenue
Peoria, IL 61615

OWNER:

(Name, legal status and address)

City of Pekin
111 South Capitol Street
Pekin, IL 61554

SURETY:

(Name, legal status and principal place of business)

Berkley Insurance Company 475
Steamboat Road Greenwich, CT
06830

Mailing Address for Notices

1411 Opus Place, #450
Downers Grove, IL 60515

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

BOND AMOUNT: \$ 25,000 Twenty Five Thousand Dollars and 00/100

PROJECT:

(Name, location or address, and Project number, if any)

Residential Solid Waste Collection Services for Garbage, Recycling and Yard Waste

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 16th day of July, 2021

PDC Services, Inc.

(Principal)

(Seal)

(Witness)

By:

(Title)

Berkley Insurance Company

(Surety)

(Seal)

By:

(Title) James I. Moore Attorney-in-Fact



Tarise M. Pisciotto
(Witness) Tarise M. Pisciotto

**POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE**

No. BI-SurePath-a

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint:

Surety Bond No.: Bid Bond

Principal: PDC Services, Inc.

Obligee: City of Pekin

Amount of Bond: See Bond Form

James I. Moore

HUB International Midwest Limited

Downers Grove, IL

its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 25th day of July, 2019.

Attest:

(Seal)



By

Ira S. Lederman

Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 25th day of July, 2019, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDRAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundracken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 16th day of July, 2021.

(Seal)



Vincent P. Forte
Vincent P. Forte

Attachment: PDC Services, Inc (2711 : Receive and File Bids for Solid Waste Collection Services)

State of IL
 County of DuPage

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Tariese M. Pisciotto Notary Public of DuPage County, in the State of IL,

do hereby certify that James I. Moore Attorney-in-Fact, of the Berkley Insurance

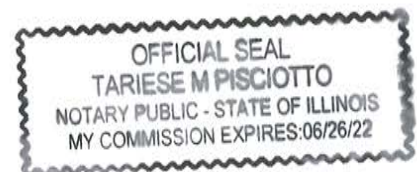
Company who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the Berkley Insurance Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in said County, this 16th day of July, 2021.

Notary Public

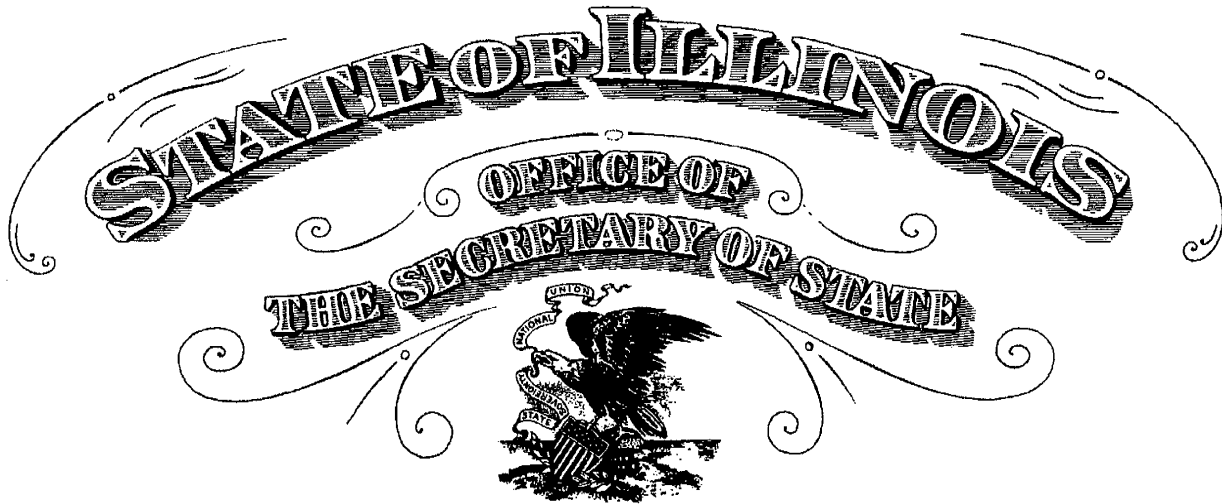
Tariese M. Pisciotto

My Commission expires: June 26, 2022



File Number

5392-371-2



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

PDC SERVICES, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON JULY 29, 1985, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION 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 28TH
day of JUNE A.D. 2021 .

Jesse White

SECRETARY OF STATE

Authentication #: 2117902526 verifiable until 06/28/2022

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

Attachment: PDC Services, Inc (2711 : Receive and File Bids for Solid Waste Collection Services)



Request for Proposals:

**Residential
Solid Waste Collection Services
for
Garbage, Recycling and Yard Waste**

June 2021

LEGAL NOTICE

The City of Pekin is inviting sealed bid proposals to provide residential solid waste collection services to include garbage, recycling and yard waste within the corporate limits of the City. Electronic bid document access will be provided to interested bidding companies. All requests for electronic documents shall be submitted to mrothert@ci.pekin.il.us.

Sealed bid proposals for solid waste collection services shall be submitted to the City of Pekin by 12:00 PM CST on July 16, 2021 at the City of Pekin City Clerk's Office, 111 South Capitol Street, Pekin, Illinois 61554. All bids received will be publicly opened and read aloud at the above time and place.

A Mandatory Pre-bid Conference shall be held at 1:00 pm, local time, on June 30, 2021 at 1208 Koch Street, Pekin, Illinois 61554. All prospective bidders must attend and may also ask questions for clarification and interpretation.

Bidders must submit one (1) original, one (1) duplicate copy, and one (1) electronic copy of its Bid in one sealed envelope clearly marked "RESIDENTIAL SOLID WASTE COLLECTION SERVICES BID." Bids shall be valid for 90 days after the Bid opening date.

Each Bid must contain all Bid Forms and required submittals and be accompanied by separate Bid Bond in the amount of twenty-five thousand dollars (\$25,000.00) in name of the City of Pekin that, if the Bid is accepted, a Franchise Agreement will be entered into with the City in accordance with the terms and conditions substantially in the form of the Franchise Agreement contained in the Bid Documents. Bid Bonds will be returned when the Franchise Agreement has been executed by the successful Bidder, or when any Bid is, or all Bids are rejected.

The City reserves the right to accept or reject any or all Bids and waive any non-conformities or irregularities contained therein.

Publication Dates:

- City of Pekin Website 6/18/2021
- Peoria Journal Star 6/21/2021
- Pekin Times 6/21/2021

1. INTENT and PURPOSE

The City of Pekin (City) currently provides weekly residential collection, transportation and disposal of garbage, recycling, and yard waste ("Solid Waste Collection Services") to approximately 11,800 Residential Units in the City of Pekin. The City's Solid Waste Division also picks up garbage, recycling or yard waste at various public facilities, as well as, provides bulk-item pickup, bi-annual bulk-item pickup events; and walkup services for those 65 years or older. The Pekin City Council desires to gauge the competitiveness of such operations and is interested to receive bid proposals for a 7-year franchise agreement to replicate the services currently being provided.

Bidders must possess the necessary experience, knowledge, equipment, vehicles, permits, licenses, and insurance needed to provide all services as set forth in Section II: Scope of Services and to fulfill all terms and conditions of Exhibit D: Franchise Agreement in an efficient and sanitary manner and in compliance with all applicable local, state, and federal rules and regulations. Nothing shall preclude the City from submitting its own bid for this work.

After receiving Bids, the City will review and recommend a successful bidder to the City Council for award of the bid. Upon approval by City Council, the City will also execute a Franchise Agreement with any successful private bidder, substantially in the form of Exhibit D. The City reserves the right to reject any and all Bids and waive any non-conformities or irregularities contained therein that do not affect the price or any material obligation of the Bidders. In the event that all Bids are rejected, the City may proceed with another process to obtain residential waste collection, disposal and recycling services.

No interpretation of the meaning of the Bid Documents will be made to any Bidder orally. A request for an interpretation of the Bid Documents should be communicated electronically to Mark Rotherth, City Manager, at mrotherth@ci.pekin.il.us and all such interpretations and any supplemental instructions will be in the form of written addenda to the Bid Documents which, if issued, will be e-mailed to all prospective Bidders at the respective e-mail address furnished for such purposes at the pre-bid meeting and no later than three (3) days prior to the date fixed for the opening of Bids. Failure of any Bidder to receive any such addendum or interpretation will not relieve such Bidder from any obligation under their Bid as submitted. All addenda so issued will become part of the Bid Documents.

The term of any awarded Franchise Agreement will be seven (7) years. Operations pursuant to the Franchise Agreement shall not be before January 1, 2022 or after July 1, 2022.

The total estimated annual tonnage of Solid Waste, Recyclables and Yard Waste to be collected, and which is the subject of this Request for Proposals, is estimated at right from approximately 11,800 Residential Units. This information is provided for the Bidder's convenience only. The actual number of Residential Units and annual tonnage may vary over time. The City does not guarantee the accuracy of this data.

TYPE OF WASTE	ANNUAL WASTE AMOUNT
Garbage (year round)	11,538 Tons
Yard Waste (April 1 – Dec 15)	2,314 Tons
Recycling (year round)	968 Tons

2. SCOPE OF SERVICES

The City of Pekin is seeking bids for the replication of Solid Waste Collection Services currently being provided in the community that includes:

- A. Weekly residential collection, transportation and disposal of garbage at the Indian Creek Landfill per a City contract ending August 31, 2025; Tipping/processing fees will be passed on to and paid for by the bidder receiving the franchise agreement.
- B. Weekly residential collection, transportation and disposal of recyclables at the Pekin facility of Area Recycling, per city contract ending August 31, 2025; Tipping/processing fees will be passed on to and paid for by the bidder receiving the franchise agreement.
- C. Weekly residential collection, transportation and disposal of yard waste from April 1 to December 15 at a location selected by the awarded bidder; Tipping/processing fees will be the responsibility of the bidder receiving the franchise agreement.
- D. Special service collection of solid waste, yard waste, or recycling listed in Exhibit A that generally includes:
 - i. Collection at various public locations and facilities;
 - ii. Two city-wide bulk-item clean up events per year at locations chosen by the City;
 - iii. On-request bulk item pickup;
 - iv. On-request Walkup service collection at residential homes for those 65 years or older; and
 - v. Alley pickup due to unique customer circumstances.
- E. Monthly billing to all residential customers. *PDC will bill each household quarterly in advance.*
- F. Customer service to all residential customers (e.g. customer calls and cart replacement).

3. BID TYPE & SUBMITTAL REQUIREMENTS

Bidders shall provide the following information in their bid proposals in the following sequence:

- A. Qualifications Statement: Describe your overall company qualifications, experience and capacity to perform the Residential Solid Waste Collection Services for the City that includes weekly garbage, yard waste and recycling collection. Identify the company's management, their experience, and identify who will supervise implementation and performance of the Agreement. This information will enable the City to judge the responsibility, experience, and capability of the Bidder.
- B. Cost Data: Using Exhibit B, Bidders shall show what the monthly costs of Solid Waste Collection Services shall be under their proposal for residential customers which shall include garbage, yard waste and recycling services. All three services shall be paid for through a lump sum monthly flat fee to residents. Rates shall reflect work performed under each year of a seven (7) year franchise agreement. Bids shall also show any proposed additional charges for special services offered.
- C. Outsourcing Considerations: The City's awarding of a franchise agreement is an outsourcing of Solid Waste Collection Services, thus negating the City's need for solid waste collection assets or human resources. Moreover, any awarded bidder will have the exclusive use of the City's right-of-way to conduct business. Bidders shall therefore provide information on the following elements:
 - i. Existing City Employees: Bidder shall include a proposal to provide existing solid waste collection employees of the City (positions listed in Exhibit C) the opportunity to apply for or transition over to the bidder to continue solid waste collection work under a franchise service agreement.

- ii. Purchase of City Assets: Bidder shall include an offer to purchase the City's existing solid waste collection vehicles listed in Exhibit C at a fair market value.
 - iii. Existing Carts: Bidder shall explain how existing carts, owned by Residential Unit owners prior to the bidder being awarded a franchise agreement, will be addressed or utilized.
 - iv. Franchise Fee: A franchise fee equal to 5% of annual gross revenues will be required and paid to the City as part of any awarded franchise agreement, attributable to the bidder's use of and impact on the City's Public Right of Way. Bidder shall include an estimate of this franchise fee to be paid to the City.
- D. Supporting Data & Information: Please submit the following supporting data with the bid regarding qualifications and suitability:
- i. References: Provide three (3) references of current municipal customers.
 - ii. Bid Security: Bid Bonds in the amount of twenty-five thousand dollars (\$25,000.00) must accompany each bid. Bid Bonds will be returned when the Franchise Agreement has been executed by the successful Bidder, or when any Bid is, or all Bids are rejected.
 - iii. Equipment Inventory: An itemized list of the bidder's equipment for use in a Franchise Agreement (which may include equipment that the bidder intends to acquire from the City).
 - iv. Good Standing Certificate: Evidence that the bidder is in good standing under the laws of the State of Illinois. In the case of corporations organized under the laws of any other state, evidence that the bidder is licensed (or is capable of being licensed) to do business and is in good standing under the laws of the State of Illinois.
- E. Bid withdrawal: No bid shall be withdrawn after the opening of the bids for a period of ninety (90) days after the scheduled time of closing bids.
- F. City's right to refuse: Bids received without the above items being fully addressed will be deemed incomplete and therefore rejected.

4. TIME AND LOCATION FOR OPENING OF BIDS

- A. Sealed bids for the Solid Waste Collection Services shall be submitted by the City of Pekin by 12:00 PM CST on July 16, 2021 at the City of Pekin City Clerk's Office, 111 South Capitol Street, Pekin, Illinois 61554. All bids received will be publicly opened and read aloud at the above time and place.
- B. A Mandatory Pre-bid Conference shall be held at 1:00 pm, local time on June 30, 2021 at 1208 Koch Street, Pekin, Illinois 61554. All prospective bidders must attend and to ask questions for clarification and interpretation.

5. EXAMINATION AND PROCUREMENT OF DOCUMENTS

- A. After bid opening, bid documents may be examined at the following locations:
 - i. Pekin City Clerk's Office, 111 South Capitol Street, Pekin, Illinois 61554.
 - ii. Pekin Solid Waste Division, 1208 Koch Street, Pekin, Illinois 61554.

6. NOTICE TO BIDDERS

In the employment and use of labor, the awarded bidder shall conform to all Illinois statutory requirements regarding labor, including but not limited to the following Act:

Grantee (Awarded Bidder) shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this Agreement, and shall comply with the requirements of the Illinois Wages of Employees on Public Works Act (820 ILCS 130/1-12).

In the employment and use of labor, the awarded bidder shall conform to all Illinois Human Rights

requirements regarding labor and human rights including but not limited to the following Act:

An Act in regulation to employment and human rights regulating Equal Employment Opportunities-Affirmative Action in any public works by the state, county, city or any public body or political subdivision by anyone under contract for public works, as amended (Illinois Human Rights Act, section 2-105), which provides in part that the contractor, subcontractors, etc. shall have written sexual harassment policies and a continuing harassment program.

7. RIGHT TO REJECT BIDS

The City of Pekin reserves the right to waive irregularities and to reject any and all bids at any time for any reason. Bids received without the above items being fully addressed will be deemed incomplete and therefore rejected.

EXHIBIT A SPECIAL PICKUP SERVICES

GARBAGE PICKUP at PUBLIC LOCATIONS*

City Hall	111 South Capitol St	Once A Week	1.5-2 cy
Municipal Bus Garage	1130 Koch	Once A Week	1.5-2 cy
South Side Fire Station	272 Derby St	Once A Week	1-1.5 cy
North Side Fire Station	1000 N 14th St	Once A Week	1-1.5 cy
Eastside Fire Station	3232 Court St	Once A Week	1-1.5 cy
Street Dept	1208 Koch Street	Once A Week	1.5-2 cy
Riverfront Park	Foot Of Court St	Twice A Week	1-1.5 cy
Downtown Garbage Cans	Downtown	Once A Week	1-1.5 cy

YARD WASTE PICKUP at PUBLIC LOCATIONS*

City Hall	111 S. Capitol	Once a Week
Pekin Public Library	301 S. Fourth St	Once a Week

RECYCLING PICKUP at PUBLIC LOCATIONS*

Pekin City Hall	111 S. Capitol	Once a Week
Pekin Public Library	301 S. Fourth St.	Once a Week
Pekin Public Schools (District 108)	Various locations	Once a Week
Altman School	1730 Highwood St.	Once a Week
Dirksen	501 Maywood Ave.	Once a Week
Jefferson	900 S. Capitol St.	Once a Week
CB Smith	1314 Maltida St.	Once a Week
Starke	1610 Holiday St.	Once a Week
Willow	1110 Veerman St.	Once a Week
Washington	501 Washington St.	Once a Week
Wilson	900 Koch St.	Once a Week
Pekin YWCA	315 Buena Vista Ave	Once a Week
Pekin Park District (including golf course)	Various locations	Once a Week

SOLID WASTE COLLECTION SERVICES - ALLEY PICKUP LOCATIONS

800-826 Park Ave between 8th & 9th St
 1600 block of Catherine, back in off of 16th St
 300 block of Prince between 3rd & Summer St
 305 Fayette alley by Illinois American Water
 402 & 408 S 2nd turn in alley across from NAPA Auto Parts - Fayette St
 1200 block alley between Black & S 14th St
 1100 block Ann Eliza between 11th & 12th St
 1300 block between 6th & 7th & South & Derby

*All containers at locations will be provided by the successful Bidder who receives the City of Pekin's Franchise Agreement.

EXHIBIT A (Continued)
SPECIAL PICKUP SERVICES

SPECIAL REQUEST BULK ITEM PICK UP

Residents may schedule pick-up of bulk items at least two weeks in advance for each bulk item collected.

CITY WIDE BULK ITEM CLEAN UP EVENTS

Two (2) city-wide bulk-item clean up events per year (fall and spring) are scheduled at various locations in the City.

WALKUP SERVICE

Walkup service collection at residential homes for those 65 years or older.

Special walk up service designated by the City will be capped at 120 households or approximately 1% of households serviced. Any walk up services provided beyond 120 units will be considered beyond the parameters of our bid response.

EXHIBIT B COST FORM

YEAR 1

Monthly flat rate for Garbage, Recycling and Yard Waste \$ 20.25

Cart Purchase Cost

Garbage: Size 95 gallons \$ 100

Size \$

Recycle: Size 95 gallons \$ 100

Size \$

On-Request Bulk-Item Pickup - Cost per item \$ 40.00

On-Request Monthly residential walkup service for those 65 years or older \$.00

Collection at various public locations and facilities \$.00

Two city-wide bulk-item clean up events per year \$.00

Other/Misc: _____ \$

Other/Misc: _____ \$

YEAR 2

Monthly flat rate for Garbage, Recycling and Yard Waste \$ 20.95

Cart Purchase Cost

Garbage: Size 95 gallons \$ 100

Size \$

Recycle: Size 95 gallons \$ 100

Size \$

On-Request Bulk-Item Pickup - Cost per item \$ 40.00

On-Request Monthly residential walkup service for those 65 years or older \$.00

Collection at various public locations and facilities \$.00

Two city-wide bulk-item clean up events per year \$.00

Other/Misc: _____ \$

Other/Misc: _____ \$

YEAR 3

Monthly flat rate for Garbage, Recycling and Yard Waste \$ 21.55

Cart Purchase Cost

Garbage: Size 95 gallons \$ 100

Size \$

Recycle: Size 95 gallons \$ 100

Size \$

On-Request Bulk-Item Pickup - Cost per item \$ 40.00

On-Request Monthly residential walkup service for those 65 years or older \$.00

Collection at various public locations and facilities \$.00

Two city-wide bulk-item clean up events per year \$.00

Other/Misc: \$

Other/Misc: \$

YEAR 4

Monthly flat rate for Garbage, Recycling and Yard Waste \$ 22.14

Cart Purchase Cost

Garbage: Size 95 gallons \$ 100

Size \$

Recycle: Size 95 gallons \$ 100

Size \$

On-Request Bulk-Item Pickup - Cost per item \$ 40.00

On-Request Monthly residential walkup service for those 65 years or older \$.00

Collection at various public locations and facilities \$.00

Two city-wide bulk-item clean up events per year \$.00

Other/Misc: \$

Other/Misc: \$

YEAR 5

Monthly flat rate for Garbage, Recycling and Yard Waste \$ 22.74

Cart Purchase Cost

Garbage: Size 95 gallons \$ 100

Size _____ \$ _____

Recycle: Size 95 gallons \$ 100

Size _____ \$ _____

On-Request Bulk-Item Pickup - Cost per item \$ 40.00

On-Request Monthly residential walkup service for those 65 years or older \$.00

Collection at various public locations and facilities \$.00

Two city-wide bulk-item clean up events per year \$.00

Other/Misc: _____ \$ _____

Other/Misc: _____ \$ _____

YEAR 6

Monthly flat rate for Garbage, Recycling and Yard Waste \$ 23.36

Cart Purchase Cost

Garbage: Size 95 gallons \$ 110

Size _____ \$ _____

Recycle: Size 95 gallons \$ 110

Size _____ \$ _____

On-Request Bulk-Item Pickup - Cost per item \$ 40.00

On-Request Monthly residential walkup service for those 65 years or older \$.00

Collection at various public locations and facilities \$.00

Two city-wide bulk-item clean up events per year \$.00

Other/Misc: _____ \$ _____

Other/Misc: _____ \$ _____

YEAR 7

Monthly flat rate for Garbage, Recycling and Yard Waste

\$ 24.00

Cart Purchase Cost

Garbage: Size 95 gallons

\$ 110

Size

\$

Recycle: Size 95 gallons

\$ 110

Size

\$

On-Request Bulk-Item Pickup - Cost per item

\$ 40.00

On-Request Monthly residential walkup service for those 65 years or older

\$.00

Collection at various public locations and facilities

\$.00

Two city-wide bulk-item clean up events per year

\$.00

Other/Misc: _____

\$

Other/Misc: _____

\$

EXHIBIT C
CITY SOLID WASTE ASSETS AND PERSONNEL

LIST OF EXISTING CITY VEHICLES

<u>Vehicle</u>	<u>ID</u>	<u>Year</u>	<u>Make</u>	<u>Miles</u>	<u>Type</u>
Garbage Truck	RC 01	2018	Freight	36,753	Rear Load, Right side standup
Recycle Truck	RC 02	2018	Freight	33,901	Rear Load, Right side standup
Garbage Truck	SW 11	2018	Freight	46,244	Rear Load, Right side standup
Garbage Truck	SW 12	2019	Freight	32,374	Rear Load, Right side standup
Garbage Truck	SW 13	2019	Freight	32,524	Rear Load, Right side standup
Garbage Truck	SW 14	2018	Freight	49,111	Rear Load, Right side standup
Garbage Truck	SW 15	2020	Freight	6,914	Rear Load, Right side standup
Garbage Truck	SW 07	2016	International	70,115	Rear Load, Right side standup
Garbage Truck	YW 04	2013	Freight	95,046	Rear Load, Right side standup

In lieu of buying Pekin's equipment, PDC will help with the sale of the equipment.

LIST OF CURRENT PERSONNEL

1 Foreman
 1 Utility Person
 4 Garbage Drivers
 2 Yard Waste Drivers
 2 Recycle Drivers

Pekin City employees will be encouraged to apply for jobs at PDC and use the City of Pekin employment as a reference.

EXHIBIT D

FRANCHISE AGREEMENT

FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES

IN THE CITY OF PEKIN

This Franchise Agreement (hereinafter, the "Agreement" or "Franchise Agreement") is made between the City of Pekin, Illinois (hereinafter, the "City") and _____, (hereinafter, "Grantee") (collectively, the "Parties") this ____ day of _____, 2021 (the "Effective Date").

The City, having determined that the financial, legal, and operational abilities of the Grantee are reasonably sufficient to provide the services, vehicles, and equipment necessary to meet the future solid waste collection and transportation needs of the community, desires to enter into this Franchise Agreement with the Grantee for the provision of Solid Waste Collection Services on the terms and conditions set forth herein.

This Agreement is entered into by and between the parties under the authority of the Illinois Constitution of 1970, including the City's home rule powers pursuant to Article 7, Section 6 thereof, and the Illinois Municipal Code (65 ILCS 5/1-1-1 et seq.), as amended from time to time.

1. DEFINITIONS

As used herein the following terms shall be defined as follows:

A. Approved Containers: Approved containers shall include:

i. Garbage

1. Carts – Up to ninety-six (96) gallon wheeled carts which have a lid and a lift-bar and are compatible with the hauler's equipment or vehicles.
2. Weight - No Garbage Can shall exceed the allotted weight on the cart.

ii. Yard Waste

1. Carts – Up to ninety-six (96) gallon wheeled carts which have a lid and a lift-bar and are compatible with the hauler's equipment or vehicles.
2. Can - The term "Can" shall be an approved plastic or galvanized metal can of a type commonly sold as a garbage can of a capacity not to exceed thirty-five (35) gallons, and each such can shall have two handles upon the sides of the can or bail by which it may be lifted and shall have a tight fitting top and approved (YARD WASTE) label.
3. Bundles - The word "Bundles" shall mean any material such as limbs, branches, wood, which cannot be properly placed in Proper Containers for collection, which in order to be collected, must be tied securely in Bundles not to exceed four (4) feet in length or fifty (50) pounds in weight and tree trunks/limbs greater than 6" in diameter.
4. Paper Yard Waste Bag - 2 Ply, 50 lb. wet strength, self-opening, flat bottoms, with a 30 gallon capacity.
5. Weight - No Can, Bundle or Bag shall exceed fifty (50) pounds in weight. This rule to be in effect for all containers to be handled by Yard Waste drivers. This limitation shall not apply to carts.

iii. Recycling

1. Carts – Up to sixty-four (64) gallon wheeled carts which have a lid and a lift-bar and are compatible with the hauler's equipment.

- B. Dwelling Unit: A living space designed to accommodate a single family
- C. Franchise: means the initial authorization, or renewal thereof, issued by the City, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes a residential Solid Waste Collection Service operation in the City limits of the City of Pekin.
- D. Franchise Agreement or Agreement: shall mean this Agreement and any amendments or modifications hereto.
- E. Franchise Area: means the present corporate boundaries of the City as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means as provided in this Agreement.
- F. Gross Revenue: means the Solid Waste collection revenue received by the Grantee from any source in the operation of a residential solid waste collection service in the Franchise Area, calculated in accordance with generally accepted accounting principles. Solid waste collection revenue includes, but is not limited to, revenues received from monthly charges for garbage, yard waste and recycling collections; special or premium service charges; equipment charges; service establishment or reestablishment charges; and advertising. Gross revenues shall also include such other revenue sources from solid waste collection services as may now exist or hereafter develop. Gross Revenue shall not include refundable deposits, bad debt, investment income, nor any taxes, fees or assessments imposed or assessed by any governmental authority.
- G. Holidays: Holidays to be observed by the Grantee shall be New Years Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, day after Thanksgiving Day and Christmas Day.
- H. Operational Effective Date: means the date upon which Solid Waste Collection Services shall start by the Grantee which shall not be sooner than January 1, 2022 and not later than July 1, 2022.
- I. Public Way: shall mean the surface of, and the space above and below, any sidewalk, street, alley, roadway, other land or waterway, dedicated or commonly used for pedestrian or vehicular traffic or other similar purposes, including, but not limited to, public utility easements and other easements dedicated for compatible uses, now or hereafter held by the City in the Franchise Area, to the extent that the City has the right and authority to authorize, regulate, or permit the location of facilities other than those of the City. Public Way shall not include any real or personal City property that is not specifically described in this definition and shall not include City buildings, fixtures, and other structures and improvements, regardless of whether they are situated in the Public Way.
- J. Residential Units: Residential building with four or fewer dwelling units.
- K. Solid Waste: Consists of all the following items:
 - i. Garbage: Consists of waste from preparation, cooking and serving food, market wastes, "refuse", and "household trash".
 - ii. Household Trash: Any and all accumulations of the material from the operation of a home. Household Trash shall include building material waste from do-it- yourself residential projects but excludes demolition waste, electronics, hazard materials, tires and white goods such as household appliances including refrigerators, stoves, air conditioners, washing machines, dryers, dishwashers, water softeners and water heaters.
 - iii. Recyclable Materials: The term "recyclable materials" shall include aluminum cans, tin/steel/bi-metal cans, newspaper, HDPE and PETRE plastic beverage containers, and any other items the City and Grantee agree to recycle in the future.

- iv. Refuse: Cartons, boxes, barrels, wood (other than from demolitions), excelsior, household furniture, carpeting, household metals, crockery, clothing, toys, and minerals placed at curb.
 - v. Yard Waste (Landscape Waste): The words "yard waste" shall mean any and all accumulations of grass, leaves, branches, shrubs, vines, trees, and other similar items generated by the maintenance of lawns, shrubs, gardens and trees.
- L. Solid Waste Collection Services or Services: The collection of residential curbside garbage, yard waste and recycling and its transportation to designated landfills or processing sites, as well as, any special services provided to customers or the community.

2. GRANT OF FRANCHISE AUTHORITY

The City hereby grants to the Grantee an exclusive Franchise authorizing the Grantee to provide residential Solid Waste Collection Services in the Public Ways within the Franchise Area and to provide such services under the terms and conditions contained herein and within the Grantee's bid proposal made in response to the City of Pekin's request for such services, as outlined in Exhibit 1.

3. TERM OF FRANCHISE

The term of the Franchise granted hereunder shall be seven (7) years from the Operational Effective Date, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and/or applicable law. From and after the Effective Date of this Franchise Agreement, the Parties acknowledge that this Franchise Agreement is intended to be the sole and exclusive Franchise Agreement between the Parties pertaining to the Grantee's Franchise for the provision of a Solid Waste Collection Services.

4. SOLID WASTE COLLECTION SERVICES & OBLIGATIONS

- A. Generally - Grantee agrees for the term hereof to collect, transport and/or dispose of all properly placed Solid Waste for collection from all Residential Units, located within the Franchise Area, and to such additional Residential Units, which may hereinafter be erected or become operative within the corporate limits of the City of Pekin. Grantee also agrees to provide certain Special Services listed in Section 4.E. below. The Grantee shall supply adequately sized Approved Containers for all customers and Pickup Locations and shall collect and dispose of materials placed in such containers, except those which are excluded below. Solid Waste Collection Services shall be provided to each Dwelling Unit at least once a week. Special Services hereunder shall also be provided once a week. Those items not included within the Agreement and not responsible to be collected by the Grantee include:
- i. Street sweepings: dirt, catch basin dirt.
 - ii. Vehicles: Unwanted cars and trucks left on public or private property.
 - iii. Demolition Wastes: Lumber, pipes, brick masonry and other construction materials from razed buildings and other structures, except those wastes defined as Household Trash.
 - iv. Special Wastes: Hazardous solids and liquids, explosives, pathological wastes, radioactive materials, and any other materials that may be considered special wastes by the IEPA or other regulatory agencies.
- B. Garbage Collection and Disposal - Garbage collected under this Agreement shall be hauled to the Indian Creek Landfill, which the City has a separate contract with until August 31, 2025. Indian Creek Landfill will invoice the City for landfill tipping fees. The City shall assign and the Grantee shall assume all landfill tipping fees associated with residential garbage collection services under this Agreement. Landfill costs will be calculated on loads received as determined by tickets issued at time of dumping. Grantee shall provide to the City a copy of all tickets for loads dumped at the landfill and will be responsible for any lost tickets.

- i. If, during the life of this Agreement, the contract with Indian Creek Landfill expires or Indian Creek Landfill is unable to accept waste for reasons beyond the City's control, the City and the Grantee will agree on an alternate landfill or transfer station site.
- C. Yard Waste Collection and Disposal - Yard waste shall be picked up weekly between April 1st and the last full week before Christmas, on or around December 15. Grantee shall be responsible to find an approved yard waste processing location and will be responsible for the cost of the processing. Copies of paid invoices for the dumping/processing costs shall be provided monthly to the City at 1208 Koch Street.
- D. Recyclables Collection and Disposal - All Recyclables collected under this Agreement shall be hauled to the Pekin facility of Area Recycling, Inc. The City has a separate contract with that facility until August 31st, 2025 for processing of recyclables. Area Recycling, Inc. will invoice the City for recyclable processing fees. The City shall assign and the Grantee shall assume all processing fees associated with residential recycling collection services under this agreement. Recycling processing costs shall be based on loads received as determined by tickets issued at time of processing/dumping. Grantee shall provide to the City a copy of all tickets for loads deposited at the processing facility and will be responsible for any lost tickets.
 - i. If, during the life of this Agreement, the separate contract with Area Recycling, Inc. expires or Area Recycling, Inc. is no longer able to accept recyclables for reasons beyond the City's control, the City and the Grantee will agree on an alternate recycling center or transfer station site.
- E. Special Services
 - i. Grantee shall provide pickup services at public facilities listed in Exhibit 2.
 - ii. Grantee shall provide two (2) city-wide bulk-item clean up events per year at locations chosen by the City.
 - iii. Grantee shall provide on-request bulk-item pickup.
 - iv. Grantee shall provide special pickup services in alleys listed in Exhibit 2 due to special and unique circumstances of the customer.
 - v. Grantee shall provide on-request walkup service collection to those Dwelling Units whereas the resident is 65 years old or over.
- F. Number Of Dwelling Units To Be Served - The number of Dwelling Units stated below is a good faith approximation of the number of Dwelling Units to be served under this Agreement. Dwelling Units consists of single family homes and apartment complexes with 4 units or less. The City makes no warranties that the numbers are correct; however, said numbers will be considered as the basis of this Agreement until modified pursuant to its terms.
 - i. Total dwelling units to be served under this Agreement is 11,800.
- G. Place Of Pick-Up - All Solid Waste Collection Services provided herein (except for some special services) shall be at the curb line or as directed by the City.
- H. Billing for Service – The Grantee shall have the responsibility to bill all residential customers on a monthly basis.

- I. Customer Service - The Grantee shall maintain a customer service support system by telephone and via the internet. Customer service support shall be available to customers during reasonable business hours at least five (5) days out of every week. In addition, the Grantee shall establish an online payment system and a bill drop off location with the City or an existing Pekin business between the hours of 8 a.m. and 5 p.m. The City may, at any time during the Agreement and at its own expense, survey its citizens on their customer satisfaction with the Grantee's service.
- J. Hours Of Operation - Grantee shall provide these Services described herein between Monday and Saturday as it determines to be necessary (Holidays excluded); but shall not service any residential accounts between the hours of 6:00 p.m. and 6:00 a.m.
- K. Reporting
- i. All complaints by residents made either to the Grantee or the City shall be preserved in writing and shall include the name, address, and telephone numbers of the party complaining, the date of the complaint, and a brief description as to the nature of the complaint. One copy shall be sent to the Grantee and one copy to the City. The Grantee shall report to the City monthly as to the disposition of the complaints. Grantee shall use all reasonable efforts to adjust and correct all complaints no later than the next business day following the receipt of same by the Grantee.
 - ii. Grantee shall provide City with quarterly reports of service delivery to include, but not limited to, information regarding number of customers, tonnage collected, operational issues, and complaints.
 - iii. Grantee shall present to the City Council an annual report of service delivery to include, but not limited to, information regarding number of customers, tonnage collected, operational issues, and complaints.
- L. Routes of Collection - Collection routes shall be made for the same day for all Services provided and shall largely remain the same as previously provided by the City. If the Grantee wishes to propose changes from the current routing schedule, the Grantee shall appropriately inform affected customers and publish new routing maps. The Grantee shall also annually prepare and publish a notice in the local newspaper regarding changes in collection days caused by holidays.
- M. Collection Vehicles, Equipment & Personnel
- i. The Grantee shall further furnish all necessary equipment and labor for Solid Waste Collection Services and shall at all times provide a sufficient amount of vehicles and manpower to maintain a completely adequate service.
 - 1. By the start of the Operational Effective Date, the Grantee shall purchase all assets of the City of Pekin Solid Waste Division including vehicles and carts. See Exhibit 3 for listing of vehicles.
 - 2. By the start of the Operational Effective Date, the Grantee shall provide an opportunity for all employees of the City of Pekin Solid Waste Division to apply with or transition employment over to the Grantee. Such employees shall receive priority consideration by the Grantee for employment. See Exhibit 3 for listing of personnel positions in the City of Pekin Solid Waste Division.

- ii. All Solid Waste shall be hauled and collected in closed, tight, leak proof, packer trucks, equipped with a loading mechanism that is designed in such a way that the entry for waste into the vehicle's collection body will be exposed only for the time actually required to deposit the materials as collected along the route. Any leakage or spillage of waste materials shall be prevented by the design and use of the equipment. The Grantee will provide for immediate removal of same from the street. The trucks used for Yard Waste collection shall be provided with a broom and shovel for use by the Grantee's personnel. The Grantee shall at all times keep said equipment and vehicles in working order and condition.

- 1. The Grantee shall equip appropriate collection vehicles with hydraulic lift mechanism for servicing carts as defined under this Agreement.
- 2. Grantee must maintain sufficient vehicles and equipment to satisfy the service requirements of this Agreement on any given day, unless Grantee has first received the written approval of the City via its City Manager to operate at a lesser capacity.

- 5. FEE SCHEDULE – Grantee shall charge residential customers in the Franchise Area a monthly lump sum fee for residential Solid Waste Collection Services, as listed under Exhibit 4. Such rates reflect work performed under each year of this Agreement. Additional charges for the purchase of carts and special services are also listed in this Exhibit.

6. OVERSIGHT AND REGULATION BY THE CITY

- A. Franchise Fees. The Grantee shall pay to the City a Franchise Fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Solid Waste Collection Services in the Franchise Area. The payment of Franchise Fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. If mailed, the Franchise Fee shall be considered paid on the date it is postmarked. Each Franchise Fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the franchise fees paid during that period. Any undisputed Franchise Fee payment which remains unpaid in whole or in part, after the date specified herein shall be delinquent. For any delinquent Franchise Fee payments, Grantee shall make such payments including interest at the prime lending rate as quoted by JP Morgan Chase & Company or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the City shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this Section. A disputed Franchise Fee that was not paid timely and is later found to have been owed shall be subject to the same costs and interest as if such fees were delinquent from the date originally due.
- B. Taxes Not Included. The City and Grantee acknowledge and agree that the term “Franchise Fee” does not include any tax, fee, or assessment of general applicability.
- C. Franchise Fees Subject to Audit. The City may request financial records from the Grantee to audit and ensure appropriate franchise fees are being remitted to the City. Such documents and records shall not be unreasonably withheld or delayed.
- D. Proprietary Information. Notwithstanding anything to the contrary set forth in this Agreement, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature, with the exception of the information directly related to an audit of Franchise Fees as set forth in Section 6 .C. The City agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the City that

have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. For purposes of this Section, the terms “proprietary or confidential” include, but are not limited to, information relating to the design of Solid Waste Collection Services, customer lists, marketing plans, financial information unrelated to the calculation of Franchise Fees, or other information that is reasonably determined by the Grantee to be competitively sensitive. Grantee may make proprietary or confidential information available for inspection but not copying or removal by the Franchise Authority’s representative. In the event that the City receives a request under the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the City shall notify Grantee of such request and assert any exemption or exception to the disclosure of proprietary information that the City, in consultation with its legal counsel, deems appropriate. Grantee shall indemnify and defend the City from and against any claims arising from the City’s opposition to disclosure of any information Grantee designates as proprietary or confidential. Compliance by the City with an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, or with a decision or order of a court with jurisdiction over the City, shall not be a violation of this Section.

7. TRANSFER OF FRANCHISE OR CONTROL OF GRANTEE

- A. Neither the Grantee nor any other Person may transfer Solid Waste Collection Services or the Franchise without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed.
- B. No transfer of control of the Grantee, defined as an acquisition of fifty-one percent (51%) or greater ownership interest in Grantee, shall take place without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed.
- C. No consent shall be required, however, for:
 - i. A transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Solid Waste Collection Service in order to secure indebtedness, or
 - ii. A transfer to an entity directly or indirectly owned or controlled by the Grantee.
- D. The Grantee, and any proposed transferee under this Section, shall submit a written application to the City containing or accompanied by such information as is required in accordance with any applicable law. Within thirty (30) days after receiving a request for consent, the City shall notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the City has not taken final action on the Grantee’s request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed granted. As a condition to granting of any consent, the City may require the transferee to agree in writing to assume the obligations of the Grantee under this Franchise Agreement.
- E. Any transfer of control resulting from or after the appointment of a receiver or receivers or trustee or trustees, however denominated, designated to take over and conduct the business of the grantee, whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of a one hundred twenty (120) day period, shall be treated as a transfer of control and require the City’s consent thereto in the manner described in this Section above.

8. ENFORCEMENT OF FRANCHISE

- A. Notice of Violation or Default. In the event the City believes that the Grantee has not complied

with a material term of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

- B. Grantee's Right to Cure. The Grantee shall have thirty (30) days from the receipt of the City's written notice:
- i. To cure such default; or
 - ii. To contest the assertion of noncompliance or default on the basis that the condition or occurrence alleged to be non-compliant or in default is related to an action of a third party and not the Grantee or where such noncompliance or alleged defaults occurred or were caused by any of the items detailed in Section 25.A: Force Majeure; or
 - iii. In the event that, by nature of the default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that the cure will be completed.
- C. Enforcement. Subject to applicable federal, state, and local law, and following notice and an opportunity to cure and respond pursuant to the provisions of Section 8.B. above, in the event the City determines that the Grantee is in default of any material provision of the Franchise, the City may:
- i. Find the Grantee in violation of the Agreement with a penalty fine of up to \$750 per violation per day; or
 - ii. Seek specific performance of any provision that reasonably lends itself to such remedy or seek other relief available at law, including declaratory or injunctive relief; or
 - iii. In the case of a substantial or frequent default of a material provision of the Franchise, declare the Franchise Agreement to be revoked in accordance with the following:
 1. The City shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee. The notice shall set forth with specificity the exact nature of the noncompliance. The Grantee shall have sixty (60) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the City has not received a response from the Grantee or upon receipt of the response does not agree with the Grantee's proposed remedy or in the event that the Grantee has not taken action to cure the default, it may then seek termination of the Franchise at a public hearing before the City Council of the City. The City shall cause to be served upon the Grantee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.
 2. At the designated hearing, the City shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which the City shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the record. A copy of the transcript shall be made available to the Grantee at its sole expense. The decision of the City Council shall be in writing and shall be delivered to the Grantee in a manner authorized by Section 28.B (Notice). The Grantee may appeal such determination to any court with jurisdiction within thirty (30) days after receipt of the City Council's decision.

9. INSURANCE, BOND AND INDEMNIFICATION

The Grantee shall at all times during the term hereof, maintain public liability and property damage insurance covering all of its operations hereunder in amounts of no less than One Million Dollars (\$1,000,000) combined bodily injury and property damage limit per accident, and City shall be named as an additional insured thereon. The Grantee shall also maintain worker's compensation insurance in amounts of no less than statutory limits. If the Grantee wishes to self-insure, the Grantee shall offer evidence of such self-insurance subject to approval by the City.

In order to protect the City against a failure to perform, the Grantee shall provide one of the following:

- A. Furnish the City at all times for the terms hereof with an annual performance bond in the amount of two hundred and fifty thousand dollars (\$250,000); or
- B. Furnish the City with a cash deposit or Certificate of Deposit from a local bank in the amount of two hundred and fifty thousand dollars (\$250,000) to be held by the City for the term of this Agreement. Accumulated interest from the deposit of cash or from the Certificate of Deposit shall belong to the City.

The Grantee specifically agrees to save, hold harmless, and indemnify the City and their consultants, agents, and employees from and against all claims, damages, losses, and expenses, direct or indirect, or consequential damages, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the performance of the work or activities by Grantee or any and all obligations of Grantee under this Agreement, or claims against the City, related to hazardous waste.

The Grantee acknowledges that the City is a municipal corporation and agrees that any claim made by the Grantee arising out of any act or omission of any director, officer or employee of the City in the execution or performance of this agreement, shall be made against the City and not against such director, officer or employee.

10. COMPLIANCE WITH LAWS

The Grantee shall conduct operations under this Agreement in compliance with all local, state and federal laws governing solid waste collection. The Grantee shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduit on this Agreement. If compliance results in an increase or decrease to either party the contract may be adjusted.

11. EMERGENCIES

The Grantee agrees that, should any emergency arise by reason of storm, tornadoes, cyclones or the like, which require additional hauling equipment by the City, its vehicles and equipment shall be placed at the disposal of the City upon request for such temporary use, providing that during such use, the City shall pay the operating cost of such equipment or labor as is used. In such an emergency the Grantee will take orders from the City Manager or the City Manager's designee.

12. GRANTEE AS INDEPENDENT CONTRACTOR

It is expressly agreed and understood that the Grantee is in all respects an independent contractor as to the work, notwithstanding in certain respects the Grantee is required to follow the directions of designated City Officials (this shall include but not be limited to reporting requirements or emergencies), and that the Grantee is in no respect an agent, servant or employee of the City. This Agreement specified the work to be done by the Grantee, but the method to be employed to accomplish this work is the responsibility of the Grantee, unless otherwise provided in this Agreement. The Grantee shall furnish courteous, neat and competent employees and shall prohibit drinking of alcoholic beverages, use of cannabis, or any illegal

drugs by its drivers and crew members while in the performance of this Agreement.

13. SUBCONTRACTING

This Agreement, or any portion thereof, shall not be subcontracted or assigned to any third party without the prior written consent of the City. No such consent will be construed as making the City a party to any such subcontract or assignment, or subjecting the City to liability of any kind to any sub-grantee or assignee. No subcontract, or assignment under any circumstances, shall relieve the Grantee of its liability and obligations under this Agreement, and despite any such subcontracts or assignments the City shall deal through the Grantee. Subcontractors shall be dealt with as workmen and representatives of the Grantee and as such shall be subject to the same requirements as the character and competence as are other employees of the Grantee.

14. DAMAGE TO PRIVATE CONTAINERS

The Grantee, its agents and/or employees, shall not in any way break, damage or roughly handle customer's Solid Waste containers. Such misuse of said containers by the Grantee shall be presented to the Grantee by the customer. Grantees shall work to rectify justified claims and make settlement within 48 hours of receipt of such presentation.

15. FAILURE TO COLLECT

Should the Grantee fail to collect and dispose of Garbage, Yard Waste, and Recyclable's set out or placed for collection at the time and in the manner required, and the City determines said failure does not constitute a breach or default by Grantee, the City may, after 24 hours' notice, collect or cause the collection of the same and disposal thereof. And the Grantee shall be liable for the expense incurred.

16. SUPERVISION OF CONTRACT PERFORMANCE

The Grantee's performance of this Agreement shall be supervised by the City Manager or his/her designee on behalf of the City. If at any time during the life of this Agreement, performance satisfactory to the City shall not have been made, the Grantee, upon notification by the City shall increase its work force, tools, and equipment as needed to properly perform this Agreement to the satisfaction of the City. The failure of the City to give such notification shall not relieve the Grantee of its obligation to perform the work at the time and in the manner specified in this Agreement.

17. INSPECTION OF WORK

The Grantee shall furnish a designee of the City of Pekin with every reasonable opportunity for ascertaining whether or not the work as performed is in accordance with the requirements of this Agreement. On a monthly basis the Grantee shall supply the designee of the City of Pekin with daily volumes (cubic yards or Tons) of the Solid Waste hauled from the City.

The Grantee shall designate in writing the person to serve as agent to the Grantee and liaison between the Grantee's organization and the City. The City Manager may appoint authorized representatives to inspect the Grantee's operations, records, and equipment at any reasonable time and the Grantee shall admit authorized representatives of the City to make such inspections at any reasonable time and place.

18. CITY NOT LIABLE FOR DELAYS

It is expressly agreed that in no event shall the City be liable or responsible to the Grantee or any other person on account of stoppages, or delay in the work herein provided for, by injunction or other legal or equitable proceedings brought against the Grantee, or form, or by account of any delay from any cause whatsoever over which the City has no control.

19. STRIKES

Grantee specifically agrees that any strike or labor dispute of any kind or character involving the Grantee,

the City, or any account or unit serviced hereunder, shall not, for any reason, cause a stoppage or delay of any of the obligations of the Grantee as per the terms and conditions hereof. The Grantee agrees that failure to perform, as a result of any strike or labor dispute, would constitute a breach under this agreement and trigger the remedies of the City hereunder.

20. CANCELLATION OR ANNULMENT OF AGREEMENT

If the Grantee fails to begin work by the Operational Effective Date, or fails to perform the work with sufficient number of workmen and sufficient and adequate equipment to insure the proper and substantial performance of the work, or performs the work unsuitably, or discontinues the prosecution of the work, or any portion thereof, or for any other cause whatsoever, excepting only acts of God, does not carry on the work as aforesaid, or if the Grantee becomes insolvent or declares bankruptcy or commits any act of bankruptcy or insolvency, or allows any final judgment for the payment of the money to stand against the Grantee or Grantee's surety fails to cure such default after such notice, the City Manager will then declare the Agreement canceled or at the option of the City exercise any of the following:

- A. Should the Grantee fail to make collections as provided by the terms of this Agreement or substantially fail to perform its duties hereunder for the period of one week or more, or immediately upon repudiation or abandonment of this Agreement by the Grantee, or in the event of the death, insolvency, bankruptcy, or other disability of the Grantee, resulting in a substantial interruption of the service for such period, or in the event of any other cause which substantially interrupts the service for the period of one week or more or obstructs the same to such extent that public health may be substantially endangered, or in the event performance by the Grantee should become impossible for any other reason, the City shall have the right to immediately take over the equipment, vehicles, and functions to perform the duties of the Grantee at the Grantee's expense, provided, however, that the City shall allow the Grantee reasonable credit for the use and operation of said vehicles/equipment in arriving at the City's loss and expenses incurred in performing the services during the disability of the Grantee. The City may use the Grantee's performance bond to reimburse the City for such costs; and
- B. In the event that the failure of performance referred to in the preceding paragraph shall cease within a period of two weeks, the provisions of this Agreement shall be reinstated after the removal of the disability of the Grantee and its making reimbursement to the City for loss and expenses incurred during the disability of the Grantee as herein above provided. In the event such failure of performance or disability shall continue for a period of more than two weeks, then this Agreement shall terminate and, in that event, the City may at its option, purchase any or all of the equipment of the Grantee then being used by it in accordance with the terms hereof, for an amount and upon terms and conditions to be agreed upon by a mediator or arbitrator mutually chosen by the parties. It is understood and agreed that it is the express intention of the parties in this regard that the fair cash market value of such equipment at the time of such arbitration shall be the basis of such arbitration.

The exercise by the City of any of the foregoing options or the exercise by the City of its power to take over the functions and perform the duties of the Grantee as herein above provided shall not be deemed to release the Grantee from any liability incurred by it for operation of the terms of this Agreement.

21. COVENANT AGAINST CONTINGENT FEES

The Grantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Grantee, to solicit or secure this Agreement or in connection with carrying out this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Grantee, any fee, commission percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making other consideration, contingent upon or resulting from the award or making of, or the carrying out of, this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability.

22. PREVAILING WAGE

In the employment and use of labor, the Grantee shall conform to all Illinois Statutory requirements regarding labor including but not limited to the following Act:

Grantee shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this Agreement, and shall comply with the requirements of the Illinois Wages of Employees on Public Works Act (820 ILCS 130/1-12).

23. EQUAL OPPORTUNITY EMPLOYER

Grantee shall not engage in any unlawful employment practice as defined in 42 USC § 2000e-2 or Article 2 of the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.) which are incorporated herein by reference, and as such shall not discriminate against any other person by reason of actual or perceived: race, color, religion, national origin, ancestry, age, sex, marital status, order of protection status, disability, military status, sexual orientation, pregnancy, or unfavorable discharge from military service.

24. MISCELLANEOUS PROVISIONS

A. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. Non-compliance or default shall be corrected within a reasonable amount of time after force majeure has ceased.

B. Notice. Any notification that requires a response or action from a party to this franchise within a specific time-frame, or that would trigger a timeline that would affect one or both parties' rights under this franchise, shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the City:

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

To the Grantee:

XXXX
XXXX
XXXX
XXXX

Recognizing the widespread usage and acceptance of electronic forms of communication, emails and faxes will be acceptable as formal notification related to the conduct of general business amongst the parties to this contract, including but not limited to programming and price adjustment communications. Such communication should be addressed and directed to the person of record as specified above. Either party may change its address and addressee for notice by notice to the other party under this Section.

C. Entire Agreement. This Franchise Agreement embodies the entire understanding and agreement of the City and the Grantee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and communications, whether written or oral. All ordinances or parts of ordinances related to the provision of Solid Waste Collection Services that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

D. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise

Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect. If any material provision of this Agreement is made or found to be unenforceable by such a binding and final decision, either party may notify the other in writing that the Franchise has been materially altered by the change and of the election to begin negotiations to amend the Franchise in a manner consistent with said proceeding or enactment; provided, however, that any such negotiated modification shall be competitively neutral, and the parties shall be given sufficient time to implement any changes necessitated by the agreed-upon modification.

- E. Governing Law. This Franchise Agreement shall be deemed to be executed in the State of Illinois, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Illinois and/or Federal law, as applicable.
- F. Venue. All judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, Tazewell County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois.
- G. Modification. No provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the City and the Grantee, which amendment shall be authorized on behalf of the City through the adoption of an appropriate ordinance or resolution by the City, as required by applicable law.
- H. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Franchise Agreement.
- I. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee or the City may have under Federal or state law unless such waiver is expressly stated herein.
- J. Validity of Franchise Agreement. The parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Franchise Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.
- K. Authority to Sign Agreement. Grantee warrants to the City that it is authorized to execute, deliver and perform this Franchise Agreement. The individual signing this Franchise Agreement on behalf of the Grantee warrants to the City that s/he is authorized to execute this Franchise Agreement in the name of the Grantee.

[SIGNATURES PAGE TO FOLLOW]

IN WITNESS WHEREOF the parties hereto have executed this agreement and affixed hereto their hands and seals.

The City of Pekin, a municipal corporation, on the _____ day of _____, 2021.

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

PDC Services, Inc. on the 14 day of July, 2021.
COMPANY NAME

BY: [Signature]

ITS: Vice President

ATTEST: Tina M. Young

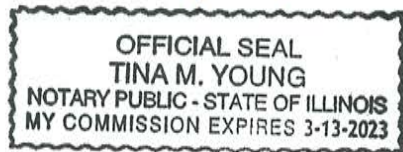


EXHIBIT 1
Grantee's Bid to the City

Attachment: PDC Services, Inc (2711 : Receive and File Bids for Solid Waste Collection Services)

Exhibit 1

A. Qualification Statement: PDC has been in business since 1928. Today the company has more than 300 trucks, more than 600 employees, three landfills, two transfer stations, a recycling processing facility and multiple environmental laboratories. PDC has municipal solid waste contracts with more than 65 communities in Illinois and Missouri.

B. Cost Data: See Exhibit B/Cost Form

c. Outsourcing Considerations:

- i. **Existing City Employees:** City of Pekin employees will be encouraged to apply for jobs at PDC and use the City of Pekin employment as a reference.
- ii. **Purchase of City Assets:** In lieu of buying equipment, PDC will assist the City in selling used equipment.
- iii. **Existing Carts:** The City of Pekin will need to continue servicing carts they sold citizens under their warranty program. PDC will service and warranty carts it sells citizens as described in Exhibit B.
- iv. **Franchise Fee:** PDC will pay the City an estimated \$143,370.00 per year based on this formula:

$$11,800 \text{ units} \times \$20.25/\text{month} \times 12 \text{ months} \times .05\% = \$143,370.00$$

d. Supporting Data and Information:

i. References:

City of Peoria, Patrick Urich, City Manager, (309)494-8524,
 purich@peoriagov.org

Village of Creve Coeur, Savanna Tyler, Alderman, (309)253-2352,
healthsafetytrustee@villageofcc.com

Village of Morton, Craig Loudermilk, Public Works Director, (309)266-5361,
cloudermilk@morton-il.gov

- ii. **Bid Security:** a \$25,000 bid bond is included in this submission
- iii. **Equipment Inventory:** As part of the base bid, PDC would run the Pekin routes as they operate now. Service days would not change. PDC would use four to five garbage trucks, two recycling trucks and two yard waste trucks to perform the Pekin service.
- iv. **Method:** The Pekin routes would use nine (9) drivers and a supervisor. PDC Corporate employees would provide back office support. The Pekin employees would work five days a week and 40 hours per week.
- v. **Good Standing Certificate:** PDC has included a 2021 document from the Illinois Secretary of State demonstrating compliance with all of the provisions of the Business Corporation Act.

EXHIBIT 2
Public Facility & Alley Pickup Locations

GARBAGE PICKUP at PUBLIC LOCATIONS*

City Hall	111 South Capitol St	Once A Week	2-1.5cy
Municipal Bus Garage	1130 Koch	Once A Week	2-1.5cy
South Side Fire Station	272 Derby St	Once A Week	1-1.5cy
North Side Fire Station	1000 N 14th St	Once A Week	1-1.5cy
Eastside Fire Station	3232 Court St	Once A Week	1-1.5cy
Street Dept	1208 Koch Street	Once A Week	2-1.5cy
Riverfront Park	Foot Of Court St	Twice A Week	1-1.5cy
Downtown Garbage Cans	Downtown	Once A Week	1-1.5cy

YARD WASTE PICKUP at PUBLIC LOCATIONS*

City Hall	111 S. Capitol	Once a Week
Pekin Public Library	301 S. Fourth St	Once a Week

RECYCLING PICKUP at PUBLIC LOCATIONS*

Pekin City Hall	111 S. Capitol	Once a Week
Pekin Public Library	301 S. Fourth St.	Once a Week
Pekin Public Schools (District 108)	Various locations	Once a Week
Altman School	1730 Highwood St.	Once a Week
Dirksen	501 Maywood Ave.	Once a Week
Jefferson	900 S. Capitol St.	Once a Week
CB Smith	1314 Maltida St.	Once a Week
Starke	1610 Holiday St.	Once a Week
Willow	1110 Veerman St.	Once a Week
Washington	501 Washington St.	Once a Week
Wilson	900 Koch St.	Once a Week
Pekin YWCA	315 Buena Vista Ave	Once a Week
Pekin Park District (including golf course)	Various locations	Once a Week

SOLID WASTE COLLECTION SERVICES - ALLEY PICKUP LOCATIONS

800-826 Park Ave between 8th & 9th St
 1600 block of Catherine, back in off of 16th St
 300 block of Prince between 3rd & Summer St
 305 Fayette alley by Illinois American Water
 402 & 408 S 2nd turn in alley across from NAPA Auto Parts - Fayette St
 1200 block alley between Black & S 14th St
 1100 block Ann Eliza between 11th & 12th St
 1300 block between 6th & 7th & South & Derby

*All containers at locations will be provided by the successful Bidder who receives the City of Pekin's Franchise Agreement.

EXHIBIT 3 City Assets and Personnel

LIST OF EXISTING CITY VEHICLES

<u>Vehicle</u>	<u>ID</u>	<u>Year</u>	<u>Make</u>	<u>Miles</u>	<u>Type</u>
Garbage Truck	RC 01	2018	Freight	36,753	Rear Load, Right side standup
Recycle Truck	RC 02	2018	Freight	33,901	Rear Load, Right side standup
Garbage Truck	SW 11	2018	Freight	46,244	Rear Load, Right side standup
Garbage Truck	SW 12	2019	Freight	32,374	Rear Load, Right side standup
Garbage Truck	SW 13	2019	Freight	32,524	Rear Load, Right side standup
Garbage Truck	SW 14	2018	Freight	49,111	Rear Load, Right side standup
Garbage Truck	SW 15	2020	Freight	6,914	Rear Load, Right side standup
Garbage Truck	SW 07	2016	International	70,115	Rear Load, Right side standup
Garbage Truck	YW 04	2013	Freight	95,046	Rear Load, Right side standup

In lieu of buying equipment, PDC will help with the sale of equipment.

LIST OF CURRENT PERSONNEL

1 Foreman
1 Utility Person
4 Garbage Drivers
2 Yard Waste Drivers
2 Recycle Drivers

Pekin City employees will be encouraged to apply for jobs at PDC and use the City of Pekin employment as a reference.

EXHIBIT 4
Fee Schedule

YEAR 1

Monthly flat rate for Garbage, Recycling and Yard Waste			\$ 20.25
Cart Purchase Cost			
Garbage:	Size	95 gallons	\$ 100
	Size		\$
Recycle:	Size	95 gallons	\$ 100
	Size		\$
On-Request Bulk-Item Pickup - Cost per item			\$ 40.00
On-Request Monthly residential walkup service for those 65 years or older			\$.00
Collection at various public locations and facilities			\$.00
Two city-wide bulk-item clean up events per year			\$.00
Other/Misc: _____			\$
Other/Misc: _____			\$

YEAR 2

Monthly flat rate for Garbage, Recycling and Yard Waste			\$ 20.98
Cart Purchase Cost			
Garbage:	Size	95 gallons	\$ 100
	Size		\$
Recycle:	Size	95 gallons	\$ 100
	Size		\$
On-Request Bulk-Item Pickup - Cost per item			\$ 40 .00
On-Request Monthly residential walkup service for those 65 years or older			\$.00
Collection at various public locations and facilities			\$.00
Two city-wide bulk-item clean up events per year			\$.00
Other/Misc: _____			\$
Other/Misc: _____			\$

YEAR 3

Monthly flat rate for Garbage, Recycling and Yard Waste

\$ 21.55

Cart Purchase Cost

Garbage:	Size	95 gallons	\$ 100
	Size		\$
Recycle:	Size	95 gallons	\$ 100
	Size		\$

On-Request Bulk-Item Pickup - Cost per item

\$ 40.00

On-Request Monthly residential walkup service for those 65 years or older

\$.00

Collection at various public locations and facilities

\$.00

Two city-wide bulk-item clean up events per year

\$.00

Other/Misc: _____

\$

Other/Misc: _____

\$

YEAR 4

Monthly flat rate for Garbage, Recycling and Yard Waste

\$ 21.14

Cart Purchase Cost

Garbage:	Size	95 gallons	\$ 100
	Size		\$
Recycle:	Size	95 gallons	\$ 100
	Size		\$

On-Request Bulk-Item Pickup - Cost per item

\$ 40.00

On-Request Monthly residential walkup service for those 65 years or older

\$.00

Collection at various public locations and facilities

\$.00

Two city-wide bulk-item clean up events per year

\$.00

Other/Misc: _____

\$

Other/Misc: _____

\$

YEAR 5

Monthly flat rate for Garbage, Recycling and Yard Waste

\$ 22.74

Cart Purchase Cost

Garbage:	Size	95 gallons	\$ 100
	Size		\$
Recycle:	Size	95 gallons	\$ 100
	Size		\$

On-Request Bulk-Item Pickup - Cost per item

\$ 40.00

On-Request Monthly residential walkup service for those 65 years or older

\$.00

Collection at various public locations and facilities

\$.00

Two city-wide bulk-item clean up events per year

\$.00

Other/Misc: _____

\$

Other/Misc: _____

\$

YEAR 6

Monthly flat rate for Garbage, Recycling and Yard Waste

\$ 23.36

Cart Purchase Cost

Garbage:	Size	95 gallons	\$ 110
	Size		\$
Recycle:	Size	95 gallons	\$ 110
	Size		\$

On-Request Bulk-Item Pickup - Cost per item

\$ 40.00

On-Request Monthly residential walkup service for those 65 years or older

\$.00

Collection at various public locations and facilities

\$.00

Two city-wide bulk-item clean up events per year

\$.00

Other/Misc: _____

\$

Other/Misc: _____

\$

YEAR 7

Monthly flat rate for Garbage, Recycling and Yard Waste

\$ 24.00

Cart Purchase Cost

Garbage:	Size	95 gallons	\$ 110
	Size		\$
Recycle:	Size	95 gallons	\$ 110
	Size		\$

On-Request Bulk-Item Pickup - Cost per item

\$ 40.00

On-Request Monthly residential walkup service for those 65 years or older

\$.00

Collection at various public locations and facilities

\$.00

Two city-wide bulk-item clean up events per year

\$.00

Other/Misc: _____

\$

Other/Misc: _____

\$

**CITY OF PEKIN
FIRST AMENDMENT
TO RFP FOR
RESIDENTIAL SOLID WASTE COLLECTION SERVICES**

YOU ARE HEREBY NOTIFIED that the Request for Proposals: Residential Solid Waste Collection Services for Garbage, Recycling and Yard Waste published by the City of Pekin on June 22, 2021, is hereby amended as follows:

I. In instances throughout the RFP document and Franchise Agreement template where special walkup services are listed for collection for those 65 years old or over, such services shall also be available for those with disabilities, as per the current City Code. In other words, the Grantee shall provide on-request walkup service collection to those Dwelling Units where the resident is disabled or 65 years old or over. Please make any adjustment to your bid response with this change in mind.

II. Exhibit D - Paragraph 2 – GRANT OF FRANCHISE AUTHORITY is deleted in its entirety and replaced with the following:

2. GRANT OF FRANCHISE AUTHORITY

The City hereby grants to the Grantee an exclusive Franchise authorizing the Grantee to provide residential Solid Waste Collection Services in the Public Ways within the Franchise Area and to provide such services under the terms and conditions contained herein and within the Grantee's bid proposal made in response to the City of Pekin's request for such services, as outlined in Exhibit 1. From and after the Effective Date of this Franchise Agreement, the Parties acknowledge that this Franchise Agreement is intended to be the sole and exclusive Franchise Agreement between the Parties pertaining to the Grantee's Franchise for the provision of a Solid Waste Collection Services.

III. Exhibit D - Paragraph 3 – TERM OF FRANCHISE, is deleted in its entirety and replaced with the following:

3. TERM OF FRANCHISE

The term of the Franchise granted hereunder shall be seven (7) years from the Operational Effective Date, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and/or applicable law.

- A. This Agreement may be renewed for one additional term of up to seven (7) years by agreement of the parties. Any such renewal must be agreed upon no later than eighteen (18) months prior to the expiration of the initial term.
- B. If no agreement is reached by the parties to renew this Agreement within the time period set forth in subsection A, the City shall have the option to (i) re-bid the collection of residential solid waste and award an exclusive franchise to the

successful bidder, or (ii) to assume responsibility for the collection of residential solid waste. Any new franchise agreement granted or assumption of solid waste removal by the City would take effect upon expiration of this Agreement.

IV. Exhibit D - Paragraph 4.M. – Collection Vehicles, Equipment & Personnel, is amended by the addition of a new subsection (iii) as follows:

- iii. Upon the expiration or earlier termination of this Agreement in accordance with the terms hereof, the City shall have the option of purchasing all assets acquired by Grantee from the City pursuant to subsection 4.M.(i) and listed on Exhibit 3 hereto at their then-current fair market value.



SEALED BID
Solid Waste Collection Services

12:00 PM on July 16, 2021

The following bid proposal is provided by the City of Pekin for the continued performance of Solid Waste Collection Services by the City's Solid Waste Division of Public Works.

QUALIFICATIONS STATEMENT

1. Company Qualifications, experience and capacity

The City of Pekin has maintained an in-house solid waste collection operation since 2004, when the City of Pekin elected to reinstate a City Solid Waste Division after seeing rising costs from the private waste hauler contracts. The Solid Waste Division includes three (3) sub-divisions including garbage, recycling and yard waste pick-up.

The Solid Waste Division provides weekly curbside pick up to single-family and duplex residential properties within the corporate limits of the city. This Division is also responsible for collections of solid waste at all various public facilities and locations (e.g. riverfront and the downtown area). Annually the City of Pekin collects, hauls, and disposes of approximately 11,538 tons of garbage, 2,314 tons of yard waste, and 968 tons of recycling.

In order to maintain efficient and effective billing, the City of Pekin utilizes the wastewater billing staff to provide monthly billing to all residential customers. This crossover use of existing City staff at City Hall and the Solid Waste Division has also been effective for customer service calls. The City of Pekin Solid Waste Division strives to provide a high level of customer service to the City residents. As an example, should a resident miss putting out their waste carts to the curb prior to collection at their address, the Solid Waste Division makes a practical effort to collect this waste at the end of the route on the same day at no additional charge.

The City of Pekin also provides curb side pick-up of bulk waste items, through the use of a sticker program. The City utilizes existing staff at City Hall for the sale of these bulk item stickers, lending to cost efficient and convenient service for residents as they can be purchased any time City Hall is open.

The City of Pekin hosts two (2) city-wide clean up events per year and has partnered with State Senator Dave Koehler's Office for an electronics drop off event. These events provide multiple drop-off locations throughout the City for bulk waste disposal. The City has hosted these events for several years and have had good success. No additional fees are charged to the City residents for participation in these events.

The City of Pekin utilizes a single stream recycling collection process. This allows the City residents to place all recyclable materials into a single roll-out cart, eliminating the need to separate recyclables.

As part of normal operations, the City also provides walkup service collection for disabled residents and residents over 65 years who request this service. The City provides this service for a modest monthly fee for the convenience of these residents.

The City staff is well trained and experienced on identifying prohibited waste items. Currently when these items are taken to the curb for disposal, the Solid Waste Division staff will tag these items to inform the resident. Should these prohibited items remain curbside, our Solid Waste Staff is able to notify Code Enforcement streamlining these efforts and aiding with code compliance savings.

2. Company management, experience and supervision

Day to day operations of Solid Waste operations will be overseen by the City Manager Mark Rothert, Public Works Director Justin Reeise, and Operations Supervisor for Solid Waste Division, Brett Olson. Below are their brief biographies highlighting their management experience and capacity:

Mark Rothert has served as Pekin's City Manager since November 2018, overseeing the day-to-day operations of the City of Pekin. His duties include advising the Pekin City Council, providing policy recommendations regarding City operations and services; implementing the Council's vision, goals, and priorities with an emphasis on effective, efficient, and equitable service delivery to the entire community; overseeing the general day-to-day operations of other departments and divisions; and setting performance expectations for staff. The City of Pekin has over 300 full and part time employees, twelve (12) departments and an approximate budget of \$70 million. Rothert holds a master in public administration (MPA) degree from the University of Kansas (2003) and a BA in political science from Western Illinois University (2001).

Justin Reeise was recently appointed as Pekin's new Public Works Director. He obtained a degree in Civil Engineering from Bradley University in XXXX and spent over 15 years with engineering firm Farnsworth Group on municipal infrastructure project development, planning, funding, design, project management, and construction administration. His last role at Farnsworth was serving as its Municipal Section Manager for the Peoria area. Director Reeise has had years of professional public works experience with the several municipalities in central Illinois.

Brett Olson has been with the City of Pekin for almost 6 years. Before then, he worked for a consulting engineering company out of the Chicago suburbs. Olson has been supervising the City of Pekin Solid Waste Division of Public Works for 4 years. In that time, he successfully worked to update its fleet with 6 new trucks and additional personnel for the first time since 2004 to make the Division more efficient. Olson's focus is create a high performing operation with great customer service.

COST DATA

The attached Cost Form outlines the proposed City of Pekin monthly user costs for solid waste collection including garbage, yard waste and recycling services. The starting monthly fee is proposed to be \$21.00, with a modest annual increase of 2.5% to the monthly collection charge through the next seven (7) years. No additional fee is charged to the residents for special events such as the City wide cleanup events.

OUTSOURCING CONSIDERATIONS

1. Existing City Employees

The City of Pekin maintains a Solid Waste Collection Staff of eleven (11) employees who provide the day to day collection and hauling of the solid waste include garbage, recycling and yard waste pick-up. The staff generally consists of the following:

- One (1) Solid Waste Foreman
- Two (2) General Utility People
- Four (4) Garbage Collectors

- Two (2) Yard Waste Collectors
- Two (2) Recycle Drivers

These employees have a combined 100+ years of service working for the Solid Waste Department. The City anticipates maintaining this consistent staff level in the Solid Waste Division through the seven (7) year life of the proposal.

2. Purchase of City Assets

This is not applicable to the City's proposal as it already owns the assets necessary for solid waste collection services.

3. Use of Existing Solid Waste Carts

The City of Pekin will continue to operate utilizing the wheeled garbage carts that are currently in use by City residents. The City of Pekin has an effective system in place for the purchase, delivery and replacement of the garbage carts. The City provides for the purchase of these carts at a cost-effective fee that is not anticipated to exceed \$65.00 for the life of the bid proposal. These carts come with a 10-year warranty for residents. Should a resident desire, the City solid waste program also allows for residents to provide their own garbage carts that meet the City specifications. Additionally, there is no limit or fee charge on the number of carts a resident can use.

Recycling carts are provided at a fee that is not anticipated to exceed \$45.00 for the life of the bid proposal. The recycling carts also come with a 10-year warranty for residents. Like with solid waste carts, there is no limit or fee charge on the number of carts a resident can use.

The City of Pekin allows residents to utilize either designated yard waste containers or paper yard waste bags for the collection of yard refuse. The City of Pekin provides the yard waste labels free of charge to residents. There is no limit or fee charge on the amount of yard waste placed curbside.

4. Franchise Fee

No additional franchise fee will be applicable. The City of Pekin Solid Waste Fund operates as an enterprise fund with an annual budget that includes a transfer to the City's General Fund. This annual transfer is equivalent to a franchise fee that would be paid by a private waste hauler and helps offset maintenance costs related to the added wear and tear on City streets from the solid waste collection operations. This transfer/franchise fee equivalent can vary from year to year but is at least 10% or greater each year.

SUPPORTING DATA & INFORMATION

1. References

Given the unique nature of operating the Solid Waste Division solely for Pekin residents, the City does not have other municipal references to provide. However when economically feasible, the City can offer solid waste collection services to extra-territorial customers when requested and determined to be practical with the City operation.

2. Bid Security

Bid security is not applicable as the City is its own bidder in this RFP. Generally, the bid security is utilized to ensure that successful bidders honor the terms of their bid.

3. Equipment Inventory

Below is an itemized list of the City's current solid waste collection vehicles. The City will continue with maintenance and operation of these vehicles, and will continue to operate on an equipment replacement schedule as required for reliable solid waste collection operations.

• Garbage	Truck	RC	01	2018	Freight
• Recycle	Truck	RC	02	2018	Freight
• Garbage	Truck	SW	11	2018	Freight
• Garbage	Truck	SW	12	2019	Freight
• Garbage	Truck	SW	13	2019	Freight
• Garbage	Truck	SW	14	2018	Freight
• Garbage	Truck	SW	15	2020	Freight
• Garbage	Truck	SW	07	2016	International
• Garbage	Truck	YW	04	2013	Freight

4. Good Standing Certificate

The City and its Solid Waste Division are in good standing with the State of Illinois. The City of Pekin has no violations to any applicable State or Federal regulatory agency regarding the collection or disposal of solid waste.

BID WITHDRAWAL

The City of Pekin's solid waste collection proposal shall remain valid until such time it is adopted or rejected by the City Council.

CITY'S RIGHT TO REFUSE

City hereby acknowledges the Section 3.F of the RFP.

OTHER

The City of Pekin shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this Agreement, and shall comply with the requirements of the Illinois Wages of Employees on Public Works Act (820 ILCS 130/1-12).

In the employment and use of labor, the City of Pekin shall conform to all Illinois Human Rights Act (Illinois Human Rights Act, section 2-105) requirements regarding labor and human rights related to having written sexual harassment policies and a continuing harassment program.

(Exhibit B in RFP)

YEAR 1

Monthly flat rate for Garbage, Recycling and Yard Waste \$ 21.00

Cart Purchase Cost

Garbage: Size 96 gallon \$60.00/cart

Size _____ \$ _____

Recycle: Size 64 gallon \$ 40.00/cart

Size _____ \$ _____

On-Request Bulk-Item Pickup - Cost per item	\$ <u>10.00</u>
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On-Request Monthly residential walkup service for those 65 years or older \$ 8.00

Collection at various public locations and facilities \$ Free

Two city-wide bulk-item clean up events per year \$ Free

Other/Misc: Alley pickup due to unique customer circumstances \$ Included with monthly fee

Other/Misc: _____ \$ N/A

YEAR 2

Monthly flat rate for Garbage, Recycling and Yard Waste	\$ 21.53
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Cart Purchase Cost

Garbage:	Size	<u>96 gallon</u>	\$ <u>65.00/cart</u>
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Size _____ \$ _____

Recycle: Size 64 gallon \$ 45.00/cart

Size _____ \$ _____

On-Request Bulk-Item Pickup - Cost per item	\$ 10.00
---	----------

On-Request Monthly residential walkup service for those 65 years or older \$ 8.00

Collection at various public locations and facilities \$ Free

Two city-wide bulk-item clean up events per year \$ Free

Other/Misc: Alley pickup due to unique customer circumstances \$ Included with monthly fee

Other/Misc:	\$	N/A
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YEAR 3

Monthly flat rate for Garbage, Recycling and Yard Waste		\$	<u>22.06</u>
Cart Purchase Cost			
Garbage:	Size <u>96 gallon</u>	\$	<u>65.00/cart</u>
	Size _____	\$	_____
Recycle:	Size <u>64 gallon</u>	\$	<u>45.00/cart</u>
	Size _____	\$	_____
On-Request Bulk-Item Pickup - Cost per item		\$	<u>10.00</u>
On-Request Monthly residential walkup service for those 65 years or older		\$	<u>8.00</u>
Collection at various public locations and facilities		\$	<u>Free</u>
Two city-wide bulk-item clean up events per year		\$	<u>Free</u>
Other/Misc: <u>Alley pickup due to unique customer circumstances</u>		\$	<u>Included with monthly fee</u>
Other/Misc: _____		\$	<u>N/A</u>

YEAR 4

Monthly flat rate for Garbage, Recycling and Yard Waste		\$	<u>22.61</u>
Cart Purchase Cost			
Garbage:	Size <u>96 gallon</u>	\$	<u>65.00/cart</u>
	Size _____	\$	_____
Recycle:	Size <u>64 gallon</u>	\$	<u>45.00/cart</u>
	Size _____	\$	_____
On-Request Bulk-Item Pickup - Cost per item		\$	<u>10.00</u>
On-Request Monthly residential walkup service for those 65 years or older		\$	<u>8.00</u>
Collection at various public locations and facilities		\$	<u>Free</u>
Two city-wide bulk-item clean up events per year		\$	<u>Free</u>
Other/Misc: <u>Alley pickup due to unique customer circumstances</u>		\$	<u>Included with monthly fee</u>
Other/Misc: _____		\$	<u>N/A</u>

YEAR 5

Monthly flat rate for Garbage, Recycling and Yard Waste		\$	<u>23.18</u>
Cart Purchase Cost			
Garbage:	Size <u>96 gallon</u>	\$	<u>65.00/cart</u>
	Size _____	\$	_____
Recycle:	Size <u>64 gallon</u>	\$	<u>45.00/cart</u>
	Size _____	\$	_____
On-Request Bulk-Item Pickup - Cost per item		\$	<u>10.00</u>
On-Request Monthly residential walkup service for those 65 years or older		\$	<u>8.00</u>
Collection at various public locations and facilities		\$	<u>Free</u>
Two city-wide bulk-item clean up events per year		\$	<u>Free</u>
Other/Misc: <u>Alley pickup due to unique customer circumstances</u>		\$	<u>Included with monthly fee</u>
Other/Misc: _____		\$	<u>N/A</u>

YEAR 6

Monthly flat rate for Garbage, Recycling and Yard Waste		\$	<u>23.76</u>
Cart Purchase Cost			
Garbage:	Size <u>96 gallon</u>	\$	<u>65.00/cart</u>
	Size _____	\$	_____
Recycle:	Size <u>64 gallon</u>	\$	<u>45.00/cart</u>
	Size _____	\$	_____
On-Request Bulk-Item Pickup - Cost per item		\$	<u>10.00</u>
On-Request Monthly residential walkup service for those 65 years or older		\$	<u>8.00</u>
Collection at various public locations and facilities		\$	<u>Free</u>
Two city-wide bulk-item clean up events per year		\$	<u>Free</u>
Other/Misc: <u>Alley pickup due to unique customer circumstances</u>		\$	<u>Included with monthly fee</u>
Other/Misc: _____		\$	<u>N/A</u>

YEAR 7

Monthly flat rate for Garbage, Recycling and Yard Waste

\$ 24.35

Cart Purchase Cost

Garbage:	Size	<u>96 gallon</u>
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\$ 65.00/cart

Size _____

\$_____

Recycle:	Size	<u>64 gallon</u>
----------	------	------------------

\$ 45.00/cart

Size _____

\$_____

On-Request Bulk-Item Pickup - Cost per item

\$ 10.00

On-Request Monthly residential walkup service for those 65 years or older

\$ 8.00

Collection at various public locations and facilities

\$ Free

Two city-wide bulk-item clean up events per year

\$ Free

Other/Misc: Alley pickup due to unique customer circumstances

\$ Included with monthly fee

Other/Misc: _____

\$ N/A



REQUEST FOR COUNCIL ACTION

Agenda Date: July 26, 2021
To: Council Members
From: Mark Rothert, City Manager

AGENDA ITEM: Ordinance No. 2958-20/21 Amending the Code to Create a Business Registration License

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION:

Over the last several months, the City Council has been discussing the implementation of a business licensing ordinance. Such a licensing program would help the city to:

- Identify businesses operating in the City;
- Facilitate the provision of notices to business regarding City programs and services;
- Assist public safety personnel in the event of an accident, natural disaster, criminal activity, and other emergencies at business locations;
- Offer any available incentives or grants (e.g. COVID19 Small Business Assistance Grants, TIF, BDD); and
- Update the City on issues or projects.

Based upon discussion and feedback from councilmembers, the attached ordinance therefore proposes to create a business licensing program that requires the following:

- Every person, firm, or corporation engaging in, maintaining, operating, carrying on, or managing a business within the City will have to obtain a business license for each separate location. Businesses shall include charitable organizations and home-based businesses. Those exempt from obtaining a license include:
 - A governmental unit;
 - A public utility or cable television company (under federal or state regulation and having a franchise agreement with the City);
 - A house of worship; or
 - Persons in residential zoning districts holding garage sales.
- There shall be no fee required for the issuance or annual renewal of a license.
- The license required by this Ordinance is in addition to any other license that may be required.
- Application for the license will be done on the internet using a website created by the City.
- Application forms shall generally contain basic information such as the business name, the name, address, email address, and business telephone number of a business's primary local contact.
- Each application shall also contain:
 - The location or proposed location of the business.
 - The phone number of the business.
 - Emergency contact and safety information.

No license shall be issued to any business if said business, or any principal thereof, owes any debt to the City at the time of the application.

Based upon the benefits derived from a business licensing program, listed above, and the minimal impact it will have on businesses, staff recommends approval.

FINANCIAL IMPACT: N/A

Requested Amount:
Line Item:
Budgeted Amount:
Remaining Funds:

IMPACT IF APPROVED: A business licensing program will be created

IMPACT IF DENIED: A business licensing program will not be created

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

7/22/2021

Mark A. Rothert

Mark A. Rothert, City Manager

7/22/2021

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

ORDINANCE NO. _____
AN ORDINANCE AMENDING CHAPTER 5 ARTICLE 1 DIVISION 1 AND DIVISION 2
OF THE CITY CODE TO CREATE A BUSINESS REGISTRATION LICENSE FOR
THE CITY OF PEKIN, ILLINOIS

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 Council of the City of Pekin finds that the creation of a business registration program will serve the public interest by providing valuable economic data about the City; facilitating the provision of notices to business regarding City programs and services; and facilitating compliance with zoning, property maintenance, and building codes; and

WHEREAS, the City Council of the City of Pekin finds it is in the best interests of the City, its business community, and its residents to require all businesses obtain a general business license as herein provided.

NOW, THEREFORE, BE IT ORDAINED 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. Chapter 1, Article 1, Division 1 is amended by adding the following new sections:

DIVISION 1. – IN GENERAL

Sec. 5-1-1-1. Person subject to license.

Whenever in this Code a license is required for the maintenance, operation or conduct of any business or establishment, or for doing business or engaging any activity or occupation, any person or corporation shall be subject to the requirement if, by himself or through an agent, employee or partner, he holds himself forth as being engaged in the business or occupation or solicits patronage therefor, actively or passively or performs or attempts to perform any part of such business or occupation in the City.

(Prior Code, § 3-1-1)

Sec. 5-1-1-2. Applications; forms; signatures.

- (a) *Applications.* Applications for all licenses and permits required by ordinance shall be made in writing to the City Clerk in the absence of any provision to the contrary. Each application shall state the name of the applicant, the permit or license desired, the location to be used, if any, the time covered and the fee to be paid, and each application shall contain such additional information as may be needed for the proper guidance of the City officials in the issuing of the permit or license applied for.
- (b) *Forms.* Forms for all licenses and permits, and applications therefor, shall be prepared and kept on file by the City Clerk.
- (c) *Signatures.* Each license or permit issued shall bear the signature of the Mayor and the City Clerk in the absence of any provision to the contrary.
- (d) *No obligations to City.* An application for any license or permit required under any provision of this not be accepted from an applicant who owes any payment to the City, including, but not limited to, the payment of any tax, fee, interest for late payment, sewer bill, or any other fine, assessment or charge, until such payment has been paid in full.

(Prior Code, § 3-1-2; Ord. No. 2004)

Sec. 5-1-1-3. Term of licenses.

All annual licenses shall be due on May 1 of each year. All licenses shall terminate on April 30 of each year. At least three weeks prior to the date of expiration, the City Clerk shall mail to all City licensees a statement of the time of license expiration and the costs of licenses, provided that a failure to send out such notice or the failure of the licensee to receive it shall not excuse the licensee from a failure to obtain a new license, or a renewal thereof, nor shall it be a defense in an action from operation without a license.

(Prior Code, § 3-1-3; Ord. No. 2360, 3-8-2004; Ord. No. 2496-06/07, 10-9-2006)

Sec. 5-1-1-4. Investigations.

Upon receipt of an application for a license or permit, where ordinances of the City necessitate an inspection or investigation before the issuance of such license or permit, the City Clerk shall refer such application to the proper officer for making such investigation within 48 hours of the time of such receipt. The officer charged with the duty of making the investigation or inspection shall make a report thereon, favorable or otherwise, within ten days after receiving the application or a copy thereof. All other investigations, except where otherwise provided, shall be made by the Chief of Police or by some other officer designated by the City Manager.

(Prior Code, § 3-1-4)

Sec. 5-1-1-5. Fees.

All fees and charges for licenses or permits shall be paid in advance at the time application therefor is made to the City Clerk. When an applicant has not engaged in the business until after the expiration of part of the current license year, the license fee shall be prorated by quarters and the fee paid for each quarter or fraction thereof during which the business has been or will be conducted. Except as otherwise provided, all license fees shall become a part of the General Fund.

(Prior Code, § 3-1-5; Ord. No. 2360, 3-8-2004; Ord. No. 2496-06/07, 10-9-2006)

Sec. 5-1-1-6. Posting license.

It shall be the duty of any person conducting a licensed business in the City to keep his license posted in a prominent place on the premises used for such business at all times.

(Prior Code, § 3-1-6)

Sec. 5-1-1-7. Inspections.

- (a) *Required; admission for.* Whenever inspections of the premises used for or in connection with the operation of a licensed business or occupation are provided for or required by ordinance, or are reasonably necessary to secure compliance with any ordinance provision or to detect violations thereof, it shall be the duty of the licensee or the person in charge of the premises to be inspected to admit thereto for the purpose of making the inspection any officer or employee of the City who is authorized or directed to make such inspection at any reasonable time that admission is requested. In the absence of a contrary provision, all inspections necessary to enforce the provision of this Code requiring a license or permit shall be done by the Chief of Police.
- (b) *Analyses.* Whenever an analysis of any commodity or material is reasonably necessary to secure conformance with any ordinance provision or to detect violations thereof, it shall be the duty of the licensee of the Municipality whose business is governed by such provisions to give to any authorized officer or employee of the City requesting the same sufficient samples of such material or commodity for such analysis upon request.
- (c) *Failure to allow inspections; revocation.* In addition to any other penalty which may be provided, the Mayor may revoke the license of any licensed proprietor of any licensed business in the City who refuses to permit any such officer or employee who is authorized to make such inspection or take such sample to make the inspection, or take an adequate sample of the said commodity, or who interferes with such officer or employee while in the performance of his duty in making such inspection. Provided that no license shall be revoked or such cause unless written demand is made upon the licensee or person in charge of the premises in the name of the City stating that such inspection or sample is desired at the time it is sought to make the inspection or obtain the sample.

(Prior Code, § 3-1-7)

Sec. 5-1-1-8. Buildings and premises.

No license shall be issued for the conduct of any business, and no permit shall be issued for any thing or act if the premises and building to be used for the purpose do not fully comply with the requirements of the City.

(Prior Code, § 3-1-8)

Sec. 5-1-1-9. Location.

- (a) *Operating at more than one location.* Except as otherwise provided, no license or permit for the operation of a business or establishment shall be construed to permit the operation of a licensed business or establishment in more than one location; a separate license shall be required for each location of a licensed establishment. For the purposes of this Section, the existence of a single location shall be evidenced by the fact that all buildings containing the principal or accessory uses shall be connected or shall be located on the same lot or parcel, shall be operated and managed by the same person or owner and shall be an establishment with the same classification.
- (b) *Change of location.* The location of any licensed business or occupation or of any permitted act, may be changed, provided ten days' notice thereof is given to the City Clerk, in the absence of any provision to the contrary.

(Prior Code, § 3-1-9)

Sec. 5-1-1-10. Nuisances.

No business, licensed or not, shall be so conducted or operated as to amount to a nuisance in fact.

(Prior Code, § 3-1-10)

Sec. 5-1-1-11. – License Suspension or Revocation.

- (a) Any license issued pursuant to this Article I may be suspended for up to 30 days or revoked by the Mayor after a hearing for good cause or in case of (i) a violation of any of the provisions of this Article or any ordinance of the City by the licensee or by any employee, partner, agent or independent contractor of the licensee, or (ii) failure of the licensee to pay any tax, fine, or fee owed to the City within 60 days of the due date thereof.
- (b) The Mayor, before revoking or suspending any license, shall give the licensee at least ten days' written notice of the charges against the licensee and the opportunity for a hearing before the City Manager, at which time the licensee may present evidence bearing upon the question. In such cases, the charges shall be specific and in writing.

- (c) No person whose license has been revoked shall be eligible for any new license pursuant to this Article during the period for which the original license was issued.
- (d) Any licensee whose license is suspended or revoked shall pay to the City the costs of the hearing before the Mayor. The Mayor shall determine the costs incurred by the City for said hearing, including, but not limited to, court reporter fees, the costs of transcripts or records, attorneys' fees, the cost of preparing the mailing notices and orders, and all other miscellaneous expenses incurred by the City or such lesser sum as the Mayor may allow. The licensee shall pay said costs to the City within 30 days of notification of the costs by the Mayor.

Sec. 5-1-1-12. Penalty.

Any person violating any provision of this Chapter shall be subject to penalty as provided in Section 1-1-15.

(Prior Code, § 3-1-12)

Section 3. Chapter 5, Article I, Division 2 of the Pekin City Code is hereby deleted in its entirety and replaced with the following:

DIVISION 2. – BUSINESS REGISTRATION LICENSE

Sec. 5-1-2-1. – Purpose.

Because each commercial establishment located in the City is a central part of and affects the physical and economic well-being of the City, necessitating services from the City in the form of building, health, public safety, and other services, it is in the best interest of the physical and economic interests of the City that all commercial establishments register with the City and obtain a license as provided herein. The purpose of this ordinance is to create the means whereby the City may render services to commercial establishments and commercial activities in order to promote, protect, and safeguard the public health, safety, and welfare of the residents and consumers of the City and to enable the effecting of an accurate record of commercial establishments located and carrying on commercial activities or commerce within the City.

Sec. 5-1-2-2. – Definitions.

The following words, terms and phrases, when used in this Division, shall have the meanings ascribed to them herein, except where the context clearly indicates a different meaning:

Business means a calling, occupation, profession, or activity engaged in with the object of pecuniary gain, benefit or advantage, either directly or indirectly, whether by a sole-proprietor, partnership, corporation, or otherwise, at a physical location within the City of Pekin. Business shall include charitable organizations and home-based occupations.

Person means any individual, firm, association, partnership, corporation, trust or any other legal entity

Sec. 5-1-2-3. – License Required.

- (a) Businesses subject to licensing. No person, firm, or corporation shall conduct, engage in, or maintain, operate, carry on, or manage any business within the City, either by himself or itself, or through an agent, employee, or partner, without first having obtained a license for such business. The requirement of this Section shall take effect on January 1, 2022, and no business shall be required to submit an application or obtain a license pursuant to this Division prior to that date.
- (b) Multiple Locations. Where a business operates out of two or more physical locations within the City, or where a person operates multiple businesses, a separate license is required for each physical location and/or business within the City.
- (c) Exceptions. The following businesses shall be exempt from the requirements of this Division:
 - (1) A governmental unit;
 - (2) A public utility or cable television company which is subject to regulation by the Federal Communications Commission or the Illinois Commerce Commission and which operates in the City pursuant to a franchise agreement with the City;
 - (3) A house of worship; provided, however, that if activities meeting the definition of a business under this section are carried out at a house of worship (e.g. licensed day care), that business activity shall obtain a license pursuant to this section; and
 - (4) Persons in residential zoning districts holding garage sales in conformance with the City Zoning Code.
- (d) There shall be no fee required for the issuance or renewal of a license required pursuant to this Division.
- (e) The license required by this Section is in addition to any other license that may be required pursuant to federal or state law, or other City ordinance.

Sec. 5-1-2-4. – Application Form.

Applications for licenses required by this Division shall be completed using an Internet based form available on the City's website.

- (a) Application forms shall contain the following information:
 - (1) If the business is a sole proprietorship, the name, address, email address, and telephone number of the sole proprietor.
 - (2) If the business is a partnership or other non-corporate business entity, the name, address, email address, and phone number of each partner, principal, or member.

- (3) If the business is a corporation, the name, address, and phone number of the corporation's registered agent, and the name, address, email address, and phone number of the business's primary local contact.
- (b) Each application shall also contain:
- (1) The location or proposed location of the business.
 - (2) The phone number of the business.
 - (3) Emergency contact and safety information.
- (c) A business required to obtain a license pursuant to this Division shall file an application form with the City not less than ten (10) days prior to the time said person intends to commence the business operation. Thereafter, a renewal application form shall be filed on or before April 30th for each year the registered business continues.
- (d) Businesses shall notify the City of any changes to the registration information required herein within 10 days of such change.
- (e) No license shall issue to any business if said business, or any principal thereof, owes any debt to the City at the time of the application.

Sec. 5-1-2-5. – Posting of License.

Upon receipt of a completed license application, the City shall issue the business license, which must be posted at all times in a prominent place at the physical location of the business. No person shall alter, deface, forge, or counterfeit any certificate of registration issued by the City.

Sec. 5-1-2-6. – False Application Unlawful.

It shall be unlawful for any business subject to the provisions of this Division to submit a false application for a business license, or to give or file, or to direct the giving or filing of, any false information with respect to the license application required by this Division.

Sec. 5-1-2-7. – Compliance with City Code.

Nothing herein shall be construed to excuse any business licensed as required herein from compliance with any other provision of the Pekin City Code.

Sec. 5-1-2-8. – License not Assignable.

No business license may be assigned, sold, loaned, transferred, used as collateral, or otherwise encumbered. No person, firm, or corporation shall use or display any business license which has been improperly acquired

Sec. 5-1-2-9. – Penalties.

Any person who shall violate any provision of this Division, including the failure to obtain or renew a license as required in Section 4 hereof, shall be subject to a fine of not less than \$75 nor more than \$500 for each offense. Each day that a violation continues shall constitute a separate offense.

Section 3. This Ordinance is hereby ordered to be published in pamphlet form by the City Clerk and said Clerk is ordered to keep at least three (3) copies hereof available for public inspection in the future and in accordance with the Illinois Municipal Code.

Section 4. This Ordinance is in addition to all other ordinances on the subject and shall be construed therewith excepting as to that part in direct conflict with any other ordinance, and in the event of such conflict, the provisions hereof shall govern.

Section 5. This Ordinance shall be in full force and effect from and after its passage, approval and ten (10) day period of publication in the manner provided by law.

PASSED AND APPROVED at the regular meeting of the City Council of the City of Pekin, this _____ day of _____, 20____; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 20____

Mayor

ATTEST:

City Clerk

CERTIFICATE

THE UNDERSIGNED CERTIFIES THAT SHE IS THE CITY CLERK FOR THE CITY OF PEKIN, ILLINOIS, AND THAT THE CITY COUNCIL AT A REGULARLY CONSTITUTED MEETING OF SAID CITY COUNCIL OF THE CITY OF PEKIN ON THE _____ DAY OF _____, 20____ ADOPTED ORDINANCE NO. _____ A TRUE AND CORRECT COPY OF WHICH IS CONTAINED IN THIS PAMPHLET

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, 20____.

(SEAL)

CITY CLERK



REQUEST FOR COUNCIL ACTION

Agenda Date: July 26, 2021
To: Council Members
From: Mark Rothert, City Manager

AGENDA ITEM: Resolution No. 295-21/22 Authorization to Enter into Agreements for Expenditures Under \$15,000

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: The City adopted its Procurement Policy on January 28, 2019 whereupon purchases under \$15,000 are allowed to be made by the City Manager or designated purchasing agent of the City. However, that policy is silent on how to treat any associated contracts or service agreements for such purchases under \$15,000. The attached resolution therefore aims to clear up this confusion by amending the Procurement Policy to delegate the authority to sign contracts or agreements for purchases under \$15,000 to the City Manager.

Staff recommends approval.

FINANCIAL IMPACT: N/A

Requested Amount:

Line Item:

Budgeted Amount:

Remaining Funds:

IMPACT IF APPROVED: Procurement Policy is amended

IMPACT IF DENIED: Procurement Policy is not amended

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

7/20/2021

Mark A. Rothert

Mark A. Rothert, City Manager

7/20/2021

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 Council finds that it is in the interest of efficient administration of the City government to amend its procurement policy to specify authority of City officials and staff to make procurements on behalf of the City; and

WHEREAS, the City Council finds it is in the best interest of the City, its residents, and the efficient administration of the City government to adopt and implement such an amendment.

NOW, THEREFORE, BE IT ORDAINED 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 Procurement Policy is hereby amended as follows (additions indicated by underline, deletions by strikethrough):

PURCHASING THRESHOLDS

Incidental Purchases. Purchasing Agents may make purchases of up to \$5,000 without prior approval, provided those purchases are within the budget authorized by the City Council. Incidental Purchases fall under the “Micro Purchases” procurement method. If recurring purchases from the same vendor within one fiscal year would exceed \$10,000, then prior approval of the City Manager and an appropriate procurement method are required.

Minor Purchases. Purchasing Agents may make purchases with a value between \$5,000 and \$10,000 only with prior approval of their Department Head and provided that such purchases are within the budget authorized by the City Council. Minor Purchases fall under the “Small Purchase” procurement method. If recurring purchases from the same vendor within one fiscal year would exceed \$10,000, then prior approval of the City Manager and an appropriate procurement method are required.

Major Purchases. All purchases over \$10,000 require prior approval of the City Manager. Purchases of \$25,000 or more shall require prior approval of the City Council. The City Manager shall review all proposed major purchases to avoid unnecessary or duplicative purchases of equipment, supplies and services. The City Manager shall also ensure that the principals of free and open competition set forth in this Policy are adhered to.

The expenditure authority set forth herein includes the authority to enter into any contracts or agreements necessary to complete the approved purchase.

The expenditure authority of the City Manager includes the authority to approve the purchase of right-of-way or easements necessary for the completion of capital improvement projects, and to enter into such agreements as are

necessary to complete the acquisition of such rights-of-way or easements; provided that the City Manager delegate this authority to the appropriate department head where the purchase falls within such department head's expenditure authority as set forth herein.

If federal funding is used for purchases between \$3,000 (\$2,000 in the case of construction projects subject to Davis Bacon Act requirements) and \$150,000, price or rate quotes must be obtained from two or more qualified sources following the affirmative action provision of this policy and all provisions regarding fair and unrestricted competition.

For all major purchases with a value between \$10,000 and \$25,000, price and rate quotations shall be obtained from at least two qualified vendors to ensure that the City has received a fair and reasonable price. Vendors will be selected based on cost, the quality of the goods and services offered, and the ability, capacity, and skill of the vendor demonstrated under prior contracts with the City of Pekin.

Major purchases with a value over \$25,000 must follow the competitive proposals procurement or a sealed bid process. Purchases of \$150,000 or more must follow the sealed bid process outlined below.

Purchases at or exceeding \$150,000 or construction projects of any value that are funded with federal dollars must follow a sealed bid process as outlined below and also follow any procurement guidance as outlined in the applicable grant agreement. In addition, a pricing analysis must be completed by the purchasing agent or a qualified consultant prior to issuing the request for proposal to ensure that there is a reasonable estimate against which to compare bid proposal pricing.

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

MAYOR

ATTEST:

CITY CLERK



REQUEST FOR COUNCIL ACTION

Agenda Date: July 26, 2021
To: Council Members
From: Jayson Brien, Public Property Supervisor

AGENDA ITEM: Resolution No. 296-21/22 Award Street Department Painting Project to RP Coatings

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: This request is to award the Street Department external and internal painting project to RP Coatings. This project will consist of a thorough cleaning, scraping and pressure washing of the building prior to priming and coating the exterior of the building and the interior of the building. This project falls under the approved Resolution No. 272-21/22 Procurement Procedure for Public Facility Improvements, in which the City did not use the formal RFP process, instead receiving 3 quotes (attached), followed by council approval. This project was originally estimated at \$58,000, was budgeted at \$52,500, and final cost is \$6,500 under the budgeted amount. In an effort to continue improvements our public property facilities, this is a much needed project to increase the lifespan of the building. It is therefore in the best interest of the city to proceed with this project.

City staff therefore recommends awarding this bid to RP Coatings.

FINANCIAL IMPACT:

Requested Amount: \$46,000
 Line Item: 270-270-5-84009
 Budgeted Amount: \$52,500
 Remaining Funds: \$52,500

IMPACT IF APPROVED: The Project will be awarded and the project will begin within the next 4 week

IMPACT IF DENIED: The Building interior and exterior will continue to deteriorate.

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):

Date:

City Manager:**Mark A. Rothert**

Mark A. Rothert, City Manager

7/20/2021

Date:

WHEREAS, the Street Department building is in need of painting of the exterior and the interior of the building; and

WHEREAS, pursuant to the Procurement Procedure for Public Facility Improvements approved by the City Council, staff sought 3 estimates for the project rather than using a formal RFP or bidding process; and

WHEREAS, RP Coatings provided the lowest estimate at \$46,000, which is \$6,500 below the amount budgeted for the project.

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

Section 1. The above recitals are found to be true and correct and are adopted herein.

Section 2. The estimate submitted by RP Coatings, and attached hereto as Exhibit A, is hereby approved and accepted. The City Manager is authorized to take such further action as is necessary to procure the services of RP Coatings for the above-described project in accordance with the attached estimate.

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

MAYOR

ATTEST:

CITY CLERK



15-Jun-21

To: Jayson Brien
Public Property Supervisor
City of Pekin IL

RE: City of Pekin Public Work Property- Painting and Sealing

Public Works Building:

- 1 Power wash building interior and exterior prior to painting.
- 2 Scape any loose or failed paint.
- 3 Apply a full coat of PPG Seal Grip Primer.
- 4 Apply a full finish coat of PPG Sunproof Finish.
- 5 Pricing includes lift for access.
- 6 Pricing excludes floors or ceiling. Walls only.
- 7 Pricing excludes office area.
- 8 Pricing is based on prevailing wage union scale.

Exterior	\$21,000.00
Interior	\$25,000.00

Sincerely,

Cody Litteken
RP Coatings, Inc.
Estimator/Project Manager
(618) 978-2675
cody@rpcoatings.com

PO Box 327 Troy, IL 62294 ~ P: 618-667-3150 F: 618-667-3183
Office Address: 330 Bargraves Blvd. Troy, IL 62294
Warehouse Address: 150 E. Miller Court Carbondale, IL 62901

Attachment: RP COATINGS - June 15 2021- Jayson Brien- City of Pekin- Public Works Building Repaint- Painting Work (2697 : Resolution No.

Vogue Painting, Inc.

401 SW Water Street - Suite 605
Peoria, IL 61602
309-243-2333 (p) 309-243-2334 (f)

E-Mail: vogue@vogueptg.com
Website: www.voguepainting.com

Proposal # 2781

Date 2/3/2021

Name / Address

Pekin Street Department

PROJECT

Pekin Street Department

SCOPE of WORK

TOTAL

EXTERIOR

- Powerwash existing CMU walls @ all four sides (elevations)
- Prep, scrape, and fill small cracks throughout
- Fill (corner of building) @ existing "chipped" blocks
- Prime and finish paint CMU walls with an elastomeric coating
- Prep and paint steel man doors and frames

* Note *

- No painting figured at overhead doors
- Labor and Materials

24,000.00

INTERIOR

- Powerwash existing CMU walls at all interior locations
- Prep, scrape, and fill small cracks throughout
- Blockfill and finish paint CMU walls throughout
- Prep and paint steel man doors and frames
- Clean any excess water in areas without drains

Labor and Materials

36,290.00

Updated 6.4.2021

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

Note: This proposal may be withdrawn by us if not accepted within {30} THIRTY DAYS!

ACCEPTANCE of
PROPOSAL

Date: _____

SIGNATURE: _____



**Mid-Illinois
Companies**

905 N.E. Adams Street | Peoria, IL 61603
Ph: 309-674-0717 Fax: 309-674-5802

Bid Form

MAINTENANCE | INDUSTRIAL | COMMERCIAL
CONSTRUCTION SERVICES
UL Qualified Firestop Contractor

PROJECT: City of Pekin Street Department Building
LOCATION: Pekin, IL
ARCHITECT: N/A
ADDENDUM: N/A

SCOPE OF WORK:

Exterior Painting

- Power wash exterior side CMU to clean remove any loose paint or debris.
- Apply 1 coat of Sherwin Williams Loxon primer. (see attached data sheet)
- Apply 2 coats of Sherwin Williams Finish paint. (see attached data sheet)
- Cover and mask all device to protect from over-spray.
- Prep and paint exterior side of doors and frames.
- Prep and paint all bollards.
- Provide ground protection on unpaved side of building.
- Cover up and clean up.

Exterior Expansion Joints

- Remove existing failing sealants at expansion joints exterior side.
- Install backer-rod as needed and install paintable Tremco sealant. (see attached data sheet).
- Clean up.

Interior Painting

- Power wash interior side CMU to clean and remove any loose debris.
- Apply 1 coat of Sherwin Williams Loxon primer. (see attached data sheet)
- Apply 2 coats of Sherwin Williams Finish paint. (see attached data sheet)
- Cover and mask all devices to protect from over-spray.
- Prep and paint interior side of doors and frames.
- Prep and paint columns
- Cover up and clean up.

Bid Total \$74,895.00

CLARIFICATIONS:

Required Items Provided By Others

- Dumpster and dump fees
- Temporary utilities and facilities
- Interior environmental conditions

Items Not Included

- Sales tax

Items Included

- Material & Labor
- Equipment

Project Specific Clarification

- The bid totals herein are based on our current insurance coverage. If additional Insurance coverage is required, it could result in additional charge to the totals stated herein.
- All work to be completed during first shift, Monday through Friday.
- Mid-Illinois Companies will remove debris generated by our scope of work and haul to dumpsters provided by others. Other trades are responsible to remove their debris.

Submitted by: MID-ILLINOIS COMPANIES, CORP

By: Robert Taylor
Date: 7-12-2021
Copy: MIC_21446

Nothing in this document should be construed to suggest that Mid-Illinois Companies waives any rights, protection, or immunities available under Illinois law or federal law, including, but not limited to, protections, rights, or immunities available under the Illinois Worker's Compensation Act, Kotecki Rights or the Illinois Worker's Occupational Disease Act. These provisions, scope of work and the clarifications of this document are hereby to be incorporated into the sub-contract agreement. In the event the terms in the sub-contract agreement conflict with the terms of this document, the terms of this document shall control.



REQUEST FOR COUNCIL ACTION

Agenda Date: July 26, 2021
To: Council Members
From: Mark Rothert, City Manager

AGENDA ITEM: Resolution No. 297-21/22 Bid Award for Solid Waste Collection Services to City of Pekin

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: The City of Pekin accepted sealed bid proposals for residential solid waste collection services within the corporate limits of the City. Through this RFP solicitation, the City received two (2) bid proposals for the solid waste collection services, one from Peoria Disposal Company (PDC) and one from the City's Solid Waste Division of Public Works.

The bid proposals were reviewed by City Staff and it was determined the PDC bid excluded the landfill disposal cost from their submitted bid price. In order to accurately compare the PDC bid with the Pekin Solid Waste Division Bid, the landfill disposal fees needed to be added to the monthly cost submitted by PDC. Staff therefore projected these monthly tipping fees based on current fees paid by the City. The monthly per tipping fees were conservatively estimated to be \$3.00 per household. In accordance with the RFP requirements, the bid proposal from the City's Solid Waste Division of Public Works included the tipping fees in the proposed fee schedule. Staff has comparatively summarized both proposals in the attached bid tabulation.

Bids were evaluated for their full operational cost that includes collection, hauling, and disposal tipping fees. The City of Pekin Solid Waste Division's bid proposal was found to be the most economically favorable, including lower monthly fees, lower purchase cost on wheeled carts, and lower bulk item disposal fees. Staff therefore recommends the award of the solid waste services to the City of Pekin Solid Waste Division.

The request to award the solid waste collection services to the City of Pekin Solid Waste Division includes weekly residential collection, transportation and disposal of garbage, recycling, and yard waste for approximately 11,800 residential units, and the pick-up of solid waste at various public facilities. In addition, the Solid Waste Division will continue providing bulk-item pickup, bi-annual bulk-item pickup events, and walkup services for qualifying residents.

FINANCIAL IMPACT: Will vary year to year based on proposed fee schedule

Requested Amount:

Line Item:

Budgeted Amount:

Remaining Funds:

IMPACT IF APPROVED: City will provide solid waste collection services

IMPACT IF DENIED: City will not provide solid waste collection services

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.

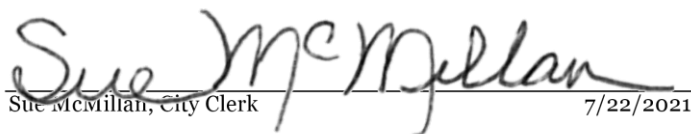
Employee Residency. It is the goal of the Council to develop a policy that encourages more full-time non-union employees who participate in a City funded pension program to reside within the city limits of Pekin.

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:


Sue McMullan, City Clerk 7/22/2021


Sue McMullan, City Clerk 7/22/2021

Date:

WHEREAS, the City of Pekin accepted sealed bid proposals for residential solid waste collection services within the corporate limits of the City; and

WHEREAS, the City received two (2) bid proposals for the solid waste collection services, one from Peoria Disposal Company (PDC) and one from the City's Solid Waste Division of Public Works; and

WHEREAS, bids were evaluated for their full operational cost that includes collection, hauling, and disposal tipping fees, and the City of Pekin Solid Waste Division's bid proposal was found to be the most economically favorable, including lower monthly fees, lower purchase cost on wheeled carts, and lower bulk item disposal fees; and

WHEREAS, the City Council finds it is in the best interests of the City to award solid waste services to the City of Pekin Solid Waste Division.

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

Section 1. The above recitals are found to be true and correct and are incorporated herein.

Section 2. The bid submitted by the City of Pekin Solid Waste Division for the provision of residential solid waste collection services within the City, a copy of which is attached hereto as Exhibit A, is accepted and approved.

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

MAYOR

ATTEST:

CITY CLERK

RFP FOR SOLID WASTE COLLECTION SERVICES - BID TABULATION SHEET

PDC

Period	Per Month Cost for Garbage, Recycling & Yard Waste Services	Estimated Per Month Landfill Cost (not factored into PDC Bid)	TOTAL*	Cost of Garbage Carts (95 Gal)	Cost of Recycle Carts (95 Gal)	Cost/ Bulk Item	Walk-up Fee**	Collection at public facilities	Two Citywide Cleanup Events
FY23	\$20.25	\$ 3.00	\$ 23.25	\$ 100	\$ 100	\$ 40	\$ -	Included	Included
FY24	\$20.95	\$ 3.00	\$ 23.95	\$ 100	\$ 100	\$ 40	\$ -	Included	Included
FY25	\$21.55	\$ 3.00	\$ 24.55	\$ 100	\$ 100	\$ 40	\$ -	Included	Included
FY26	\$22.14	\$ 3.00	\$ 25.14	\$ 100	\$ 100	\$ 40	\$ -	Included	Included
FY27	\$22.74	\$ 3.00	\$ 25.74	\$ 100	\$ 100	\$ 40	\$ -	Included	Included
FY28	\$23.36	\$ 3.00	\$ 26.36	\$ 110	\$ 110	\$ 40	\$ -	Included	Included
FY29	\$24.00	\$ 3.00	\$ 27.00	\$ 110	\$ 110	\$ 40	\$ -	Included	Included

*Quarterly Billing

**Walkup service Limited to 120 Households

OTHER

PDC will not buy City Vehicles

Franchise Fee of 5% to be paid

City of Pekin

Period	Per Month Cost for Garbage, Recycling & Yard Waste Services	Estimated Per Month Landfill Cost (not factored into PDC Bid)	TOTAL*	Cost of Garbage Carts (95 Gal)	Cost of Recycle Carts (64 Gal)	Cost/ Bulk Item	Walk-up Fee**	Collection at public facilities	Two Citywide Cleanup Events	Per Month Cost Variance	Per Month % Variance
FY23	\$21.00	Included	\$ 21.00	\$ 60	\$ 40	\$ 10	\$ 8	Included	Included	\$ (2.25)	-10.7%
FY24	\$21.53	Included	\$ 21.53	\$ 65	\$ 45	\$ 10	\$ 8	Included	Included	\$ (2.43)	-11.3%
FY25	\$22.06	Included	\$ 22.06	\$ 65	\$ 45	\$ 10	\$ 8	Included	Included	\$ (2.49)	-11.3%
FY26	\$22.61	Included	\$ 22.61	\$ 65	\$ 45	\$ 10	\$ 8	Included	Included	\$ (2.53)	-11.2%
FY27	\$23.18	Included	\$ 23.18	\$ 65	\$ 45	\$ 10	\$ 8	Included	Included	\$ (2.56)	-11.0%
FY28	\$23.76	Included	\$ 23.76	\$ 65	\$ 45	\$ 10	\$ 8	Included	Included	\$ (2.60)	-10.9%
FY29	\$24.35	Included	\$ 24.35	\$ 65	\$ 45	\$ 10	\$ 8	Included	Included	\$ (2.65)	-10.9%

*Billed Monthly

**Walkup service Not Limited

OTHER

City Vehicles will still be in use

Transfer to General Fund (equivalent to Franchise Fee) will exceed 5% annually



REQUEST FOR COUNCIL ACTION

Agenda Date: July 26, 2021
To: Council Members
From: Mark Rothert, City Manager

AGENDA ITEM: Ordinance No. 2998-21/22 Amending Code Related to Fee Schedule for Solid Waste Collection Services

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION:

This action is related to the award of the solid waste collection services bid to the City's Solid Waste Division of Public Works. Historically, the City's fee schedule for solid waste collection has been listed in the City Code. This ordinance updates the fee schedule to reflect the rates in the approved bid award.

FINANCIAL IMPACT: N/A

Requested Amount:
 Line Item:
 Budgeted Amount:
 Remaining Funds:

IMPACT IF APPROVED: City Code is amended to reflect rates approved by the Solid Waste bid award

IMPACT IF DENIED: City Code is not amended to reflect rates approved by the Solid Waste bid award

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

7/20/2021

Mark A. Rothert

Mark A. Rothert, City Manager

7/20/2021

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 of Pekin provides residential solid waste collection service to City residents; and

WHEREAS, the Solid Waste Division of the Public Works Department has recommended revisions to the City Code to bring the Code up to date with current market conditions and practices; and

WHEREAS, the City Council of the City of Pekin finds it is in the best interest of the City and its residents to amend the City Code as set forth below.

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

Section 1. The above recitals are found to be true and correct and are incorporated herein.

Section 2. Chapter 3, Article I, Division 2, Section 2 of the City Code is hereby amended as follows (additions indicated by underline, deletions by ~~striketrough~~):

Sec. 3-1-2-2. Garbage collection fee schedule.

(a) A monthly fee for solid waste collection services shall be charged according to the following schedule:

(1) Effective May 1, 2021	_____ \$20.00
(2) Effective May 1, 2022	\$21.00
(3) Effective May 1, 2023	\$21.53
(4) Effective May 1, 2024	\$22.06
(5) Effective May 1, 2025	\$22.61
(6) Effective May 1, 2026	\$23.18
(7) Effective May 1, 2027	\$23.76
(8) Effective May 1, 2028	\$24.35

(b) With approval of the Council, a monthly fee equaling 150 percent of the fee charged residents shall be charged to extraterritorial customers who request garbage service. Said service shall be available where it is economically feasible for the City, solely within the discretion of the City.

(c) Residents 65 years of age or older and residents with disabilities may request walk-up collection of solid waste, recycling or yard waste. An additional fee of \$8.00 per month will be charged for this service.

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____

8.4

_____, 20_____.

MAYOR

ATTEST:

CITY CLERK



REQUEST FOR COUNCIL ACTION

Agenda Date: July 26, 2021
To: Council Members
From: Josie Esker, City Engineer

AGENDA ITEM: Ordinance No. 2999-21/22 Amending the Code to Create Sidewalk Construction Permits 5-4-2-1-8

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION: This item is to amend the code in order to require a sidewalk permit for new construction and for replacement of existing sidewalk within the City's Right-of-Way. This permit will be at no cost to the contractor or resident. The permit will allow City staff to oversee all sidewalk construction within the City of Pekin to ensure compliance with the Americans with Disabilities Act (ADA).

FINANCIAL IMPACT:

Requested Amount: N/A
 Line Item:
 Budgeted Amount:
 Remaining Funds:

IMPACT IF APPROVED: The City will require sidewalk permits for all sidewalk construction in the ROW

IMPACT IF DENIED: The City will not require sidewalk permits

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.
X	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

7/21/2021

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 Council desires to make certain amendments to the City Code to require that any person making repairs to any public sidewalk within the City first obtain a permit from the City; and

WHEREAS, the City Council finds it is in the best interests of the City, its residents and businesses to adopt the amendments set forth herein.

NOW, THEREFORE, BE IT ORDAINED 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. Chapter 5, Article IV, Division 2 of the Pekin City Code is hereby amended by the addition of a new Section 5-4-2-1-8 as follows:

Sec. 5-4-2-1-6. – Sidewalk repair permit.

- (a) No person shall construct, repair, remove, or otherwise disturb any public sidewalk within the City without first having obtained a permit from the Director of Public Works specifying the work to be done.
- (b) There shall be no fee for a sidewalk repair permit.
- (c) No permit shall be issued pursuant to this Section until plans and specifications therefor have been submitted to and approved by the Director of Public Works and the City Engineer.
- (d) All work done pursuant to this Section must comply with all applicable provisions of the City Code as well as applicable State and federal law, including, but not limited to, applicable accessibility standards.
- (e) Any person violating any provision of this Section shall be subject to penalty as provided in Section 1-1-15.

Section 3. This Ordinance is hereby ordered to be published in pamphlet form by the City Clerk and said Clerk is ordered to keep at least three (3) copies hereof available for public inspection in the future and in accordance with the Illinois Municipal Code.

Section 4. This Ordinance is in addition to all other ordinances on the subject and shall be construed therewith excepting as to that part in direct conflict with any other ordinance, and in the event of such conflict, the provisions hereof shall govern.

Section 5. This Ordinance shall be in full force and effect from and after its passage, approval and ten (10) day period of publication in the manner provided by law.

CERTIFICATE

8.5

THE UNDERSIGNED CERTIFIES THAT SHE IS THE CITY CLERK FOR THE CITY OF PEKIN, ILLINOIS, AND THAT THE CITY COUNCIL AT A REGULARLY CONSTITUTED MEETING OF SAID CITY COUNCIL OF THE CITY OF PEKIN ON THE _____DAY OF _____, 20____ ADOPTED ORDINANCE NO. _____ A TRUE AND CORRECT COPY OF WHICH IS CONTAINED IN THIS PAMPHLET

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, 20____.

(SEAL)

CITY CLERK

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

MAYOR

ATTEST:

CITY CLERK



REQUEST FOR COUNCIL ACTION

Agenda Date: July 26, 2021
To: Council Members
From: Kate Swise, City Attorney

AGENDA ITEM: Ordinance No.3000-21/22 Amending the Liquor Code to Allow Cocktails to Go

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION: Due to the hardships imposed on restaurants and taverns as a result of the COVID-19 pandemic, the State of Illinois passed Public Act 101-631, effective June 2, 2020, which amended the Liquor Control Act to authorize retail liquor licensees to sell and deliver cocktails, mixed drinks, and single servings of wine for off-premises consumption under certain conditions.

On July 2, 2020, the Mayor issued an executive order authorizing the sale of cocktails and mixed drinks “to go” by Class A license holders in the City, within the parameters established by the amendments to the Liquor Control Act. By its terms, the authorization under the Liquor Control Act (and under the Mayor’s executive order), was set to expire on June 2, 2021. However, Public Act 102-8, effective June 2, 2021, extended the authority of retail liquor licensees to sell mixed drinks and cocktails for off-premises consumption through January 3, 2024.

The proposed ordinance would amend the City Liquor Code to permanently allow the sale and delivery of mixed drinks, cocktails, and single servings of wine for off-premises consumption. Per the proposed ordinance, this authority would be limited to holders of Class A licenses within the City, and would be subject to the same conditions imposed by the Liquor Control Act. The Liquor Commission has expressed approval for making permanent the changes made in response to COVID-19. Staff recommends approval as well.

FINANCIAL IMPACT: N/A

Requested Amount:
 Line Item:
 Budgeted Amount:
 Remaining Funds:

IMPACT IF APPROVED: City Code amended to allow the sale and delivery of mixed drinks, cocktails, and single servings of wine for off-premises consumption

IMPACT IF DENIED: City Code not amended to allow the sale and delivery of mixed drinks, cocktails, and single servings of wine for off-premises consumption

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

7/20/2021

Date:

Ordinance No. 3000-21/22 Amending the Liquor Code to Create Chapter 5 Article II Section 2-25 to Allow Class A Licensed Establishments to Allow Carry Out or Delivery of Mixed Drinks, Cocktails, and Single Servings of Wine

8.6

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. _____**AN ORDINANCE AMENDING THE LIQUOR CODE TO CREATE CHAPTER 5, ARTICLE II SECTION 5-2-25 TO ALLOW CLASS A LICENSED ESTABLISHMENTS TO ALLOW CARRY OUT OR DELIVERY OF MIXED DRINKS, COCKTAILS, AND SINGLE SERVINGS OF WINE**

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, due to the hardships imposed on restaurants and taverns as a result of the COVID-19 pandemic, the State of Illinois passed Public Act 101-631, effective June 2, 2020, authorizing retail liquor licensees to sell and deliver cocktails and mixed drinks for off-premises consumption under certain conditions and for a period of one year; and

WHEREAS, on July 2, 2020, the Mayor issued an executive order authorizing Class A liquor license holders to sell and deliver mixed drinks and cocktails for off-premises consumption in accordance with the conditions set forth in Public Law 101-631; and

WHEREAS, Public Act 102-8, effective June 2, 2021, extended the authority of retail liquor licensees to sell mixed drinks and cocktails for off-premises consumption through January 3, 2024; and

WHEREAS, the City Council desires to amend the Liquor Code to authorize the sale and delivery of mixed drinks and cocktails for off-premises consumption within the City, in accordance with the conditions set forth in Public Acts 101-631 and 102-8; and

WHEREAS, the City Council finds it is in the best interests of the City, its residents and businesses to adopt the amendments set forth herein.

NOW, THEREFORE, BE IT ORDAINED 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. Chapter 5, Article II of the Pekin City Code is hereby amended by the addition of a new Section 5-2-25 as follows:

Sec. 5-2-25. Carry out and delivery of mixed drinks.

(a) The following definitions shall apply to this Section:

“Cocktail” or “mixed drink” means any beverage obtained by combining ingredients alcoholic in nature, whether brewed, fermented, or distilled, with ingredients non-alcoholic in nature, such as fruit juice, lemonade, cream, or a carbonated beverage.

“Original container” means a container that is (i) filled, sealed, and secured by a licensee's employee at the licensed premises with a tamper-evident lid or cap or (ii) filled and labeled by the manufacturer and secured by the manufacturer's original unbroken seal.

“Sealed container” means a rigid container that contains a mixed drink or a single serving of wine, is new, has never been used, has a secured lid or cap designed to prevent consumption without removal of the lid or cap, and is tamper-evident. “Sealed container” includes a manufacturer's original container as defined in this subsection. “Sealed container” does not include a container with a lid with sipping holes or openings for straws or a container made of plastic, paper, or polystyrene foam.

“Tamper-evident” means a lid or cap that has been sealed with tamper-evident covers, including, but not limited to, wax dip or heat shrink wrap.

- (b) A cocktail, mixed drink, or single serving of wine in a sealed container or a manufacturer's original container may be transferred and sold for off-premises consumption by the holder of a Class A license if the following requirements are met:
- (1) the cocktail, mixed drink, or single serving of wine is transferred over the counter within the licensed premises, by a curbside pickup by the customer, or by delivery by an employee of the retail licensee who:
 - a. has a valid BASSET certificate at the time of sale; and
 - b. is at least 21 years of age; and
 - c. upon delivery, verifies the age of the person to whom the cocktail, mixed drink, or single serving of wine is being delivered;
 - (2) if the employee delivering the cocktail, mixed drink, or single serving of wine is not able to safely verify a person's age or level of intoxication upon delivery, the employee shall cancel the sale of alcohol and return the product to the licensed premises;
 - (3) the sealed container is placed in the trunk of the vehicle or if there is no trunk, in the vehicle's rear compartment that is not readily accessible to the passenger area;
 - (4) except for a manufacturer's original container, a container filled and sealed at the licensed establishment shall be affixed with a label or tag that contains the following information:
 - a. the cocktail or mixed drink ingredients, type, and name of the alcohol;

- b. the name, license number, and address of the licensee that filled the container and sold the product; and
 - c. the volume of the cocktail, mixed drink, or single serving of wine in the sealed container; and
 - d. the sealed container was filled less than 7 days before the date of sale; and
- (5) a manufacturer's original container shall be affixed with a label or tag that contains the name, license number, and address of the licensee that sold the product.
- (6) Mixed drinks, cocktails, or single servings of wine may not be transferred or delivered to a consumer pursuant to this section:
- a. By drive-through service; or
 - b. Delivery by a third party delivery company.

Section 3. This Ordinance is in addition to all other ordinances on the subject and shall be construed therewith excepting as to that part in direct conflict with any other ordinance, and in the event of such conflict, the provisions hereof shall govern.

Section 4. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED AND APPROVED at the regular meeting of the City Council of the City of Pekin, this _____ day of _____, 20____; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 20____

Mayor

ATTEST:

City Clerk

CERTIFICATE

THE UNDERSIGNED CERTIFIES THAT SHE IS THE CITY CLERK FOR THE CITY OF PEKIN, ILLINOIS, AND THAT THE CITY COUNCIL AT A REGULARLY CONSTITUTED MEETING OF SAID CITY COUNCIL OF THE CITY OF PEKIN ON THE _____ DAY OF _____, 20____ ADOPTED ORDINANCE NO. _____ A TRUE AND CORRECT COPY OF WHICH IS CONTAINED IN THIS PAMPHLET

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, 20____.

(SEAL)

CITY CLERK



REQUEST FOR COUNCIL ACTION

Agenda Date: July 26, 2021
To: Council Members
From: Mark Rothert, City Manager

AGENDA ITEM: Ordinance No. 3001-21/22 Amending the Zoning Code to Combine ZBA with Planning Commission

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION: The City of Pekin Planning Commission has recommended amendment of the Zoning Code to combine the functions of the Zoning Board of Appeals and the Planning Commission into a single body, to be known as the City of Pekin Zoning Board of Appeals.

The Zoning Board of Appeals will carry out the duties traditionally held by the Planning Commission and Zoning Board of Appeals. Any ordinance, code or regulation of the City or state statutes that reference the Plan Commission and/or Zoning Board of Appeals shall mean the City of Pekin Zoning Board of Appeals.

The Zoning Board of Appeals shall have the powers and duties as to planning as set for in Illinois Compiled Statutes 5/11-12-4 through 5/11-12-13 which include preparation and recommendation of the Comprehensive Plan for the City which encompasses the present and future development or redevelopment of the City and contiguous unincorporated territory not more than one and one-half miles beyond the corporate limits. They also provide for the health, safety, comfort and convenience of the inhabitants of the City and contiguous territory, such plan or plans shall establish reasonable standards for the habitants of the City and contiguous territory, such plan or plans shall establish reasonable standards for design of subdivisions and for re-subdivisions of unimproved land and of areas subject to re-development with respect to public improvements.

The Zoning Board of Appeals also hears requests for variances under the City of Pekin Zoning Code. A variance is a relaxation of the requirements under the Zoning Code which are applicable to a particular lot, structure or use.

Aggregation of these two committees should create greater efficiency in reviewing cases. Staff recommends approval.

FINANCIAL IMPACT: N/A

Requested Amount:
 Line Item:
 Budgeted Amount:
 Remaining Funds:

IMPACT IF APPROVED: Planning Commission and Zoning Board of Appeals are combined

IMPACT IF DENIED: Planning Commission and Zoning Board of Appeals are not combined

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

7/22/2021

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

**ORDINANCE
NO. _____-21/22**

**AN ORDINANCE AMENDING THE ZONING CODE CHAPTER 2 ARTICLE VI
DIVISION 10 SECTION 2-6-10-1 OF THE CITY OF PEKIN TO COMBINE THE
ZONING BOARD OF APPEALS AND THE PLANNING COMMISSION INTO A
SINGLE BODY**

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, under Section 11-13-1 of the Illinois Municipal Code, municipalities have the authority to adopt zoning ordinances; and

WHEREAS, after hearing pursuant to duly published notice, the City of Pekin Planning Commission has recommended amendment of the Zoning Code as set forth herein to combine the functions of the Zoning Board of Appeals and the Planning and Zoning Commission into a single body, to be known as the City of Pekin Zoning Board of Appeals; and

WHEREAS, the City Council of the City of Pekin finds it is in the best interests of the City and its residents that the Zoning Code be amended to combine the duties of the Zoning Board of Appeals and the Planning Commission into a single body.

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

Section 1. The above recitals are found to be true and correct and are incorporated herein.

Section 2. Chapter 2, Article VI, Division 10, Section 1 of the Pekin City Code is hereby amended as follows (additions indicated by underline, deletions by ~~strikethrough~~):

Sec. 2-6-10-1. - Board created; members; organization.

(a) *Board created; members.* There is hereby established a Board of Appeals for the City which shall consist of ~~seven~~not fewer than seven and not more than thirteen members. ~~One of said members shall be designated Chairperson by the Mayor with the consent of the Council at the time of appointment. An assistant Chairperson shall also be designated by a majority vote of said members. A Chairperson and Vice-Chairperson shall be elected by a majority vote of the members.~~

(b) *Appointment and terms.*

(1) The members of the Board of Appeals shall be appointed by the Mayor, subject to confirmation by the City Council. Said members shall serve for terms of ~~five~~three years or until their successors are appointed and qualified. The terms of the Board of Appeals shall be staggered.

- (2) The Chairperson and ~~Assistant Vice~~-Chairperson of the Board of Appeals shall serve for terms of three years or until their terms in office as members of the Board of Appeals are terminated for any reason whatsoever. A person may not serve more than three years in succession as Chairperson of the Board of Appeals.
- (c) *Compensation; removal from office.* The members of the Board of Appeals shall serve without compensation, except the Chairperson shall be paid mileage when traveling on business for the Board of Appeals. The Mayor and City Council shall have the power to remove any member of the Board of Appeals for cause and after a public hearing; provided, however, a Board member that misses more than four meetings in a calendar year will be automatically removed from the Board, and a new member shall be appointed by the Mayor, as provided for in Subsection (b) of this Section.
- (d) *Vacancies in office.* Any vacancies on the Board of Appeals shall be filled by appointment by the Mayor, subject to the approval of the City Council, for the unexpired term of the member whose place has become vacant.
- (e) *Organization.*
- (1) *Meetings.* Meetings of the Board of Appeals shall be held at such time and place within the City as the Board of Appeals may determine from time to time. Special meetings may be held at the call of the Chairperson or as determined by a majority vote of the Board of Appeals. The Chairperson or, in his absence, the acting Chairperson may administer oaths and compel attendance of witnesses. All meetings of the Board of Appeals shall be open to the public.
- (2) *Minutes and records.* The Board of Appeals shall keep minutes of its proceedings showing the vote of each member upon every question or, if absent or failing to vote, indicating that fact and shall also keep records of its examinations and other official actions.
- (3) *Quorum.* No hearing or meeting shall be conducted without a quorum of the Board of Appeals being present which shall consist of a majority of all the members. ~~The Chairperson or assistant Chairperson shall be entitled to vote on all matters before the Board of Appeals. The affirmative vote of those Board members present shall be sufficient to approve matters before the Board.~~
- (4) *Rules of procedure.* The Board of Appeals may adopt its own rules of procedure for the conduct of its business.
- (5) *Chairperson presides.* The Chairperson selected by the Board members shall preside at all meetings of the Board; provided that, in the Chairperson's absence, the Vice Chairperson shall preside. The presiding Chairperson (or Vice-Chairperson, in the Chairperson's absence) shall not vote on any matter before the Board, except where the vote of the Board members present has resulted in a tie.

Section 3. Chapter 2, Article VI, Division 10, Section 2 of the Pekin City Code is hereby amended as follows (additions indicated by underline, deletions by ~~strikethrough~~):

Sec. 2-6-10-2. - Jurisdiction.

The Board of Appeals shall ~~have the following powers: not have the power to alter or change the zoning district classification of any property nor to make any change in the terms of Article III of Chapter 4 of this Code but does have power to act on those matters where Article III of Chapter 4 of this Code provides for an administrative review, interpretation and to recommend a variance as defined in this Section and laws of the State of Illinois. Said powers include:~~

- (1) *Administrative review.* To hear and decide appeals where it is alleged by the appellant that there is an error in any order, requirement, permit, decision or refusal made by the Building Inspector or any other administrative official in carrying out or enforcing any provisions of Article III of Chapter 4 of this Code.
- (2) *Exceptions and special approvals.* To hear, in accordance with the provisions of Article III of Chapter 4 of this Code, requests for exceptions, for interpretations of the zoning map and for decisions on special approval situations on which Article III of Chapter 4 of this Code specifically authorizes the Board to pass, and to recommend final action to be taken by the City Council regarding such requests. The board may also recommend that approval of any exception or special approval permit be subject to such conditions as the Board determines necessary to preserve and promote the character of the zone district in question and otherwise promote the purpose of this Chapter.
- (3) *Variances.* To recommend, upon an appeal, a variance from the strict applications of the provisions of Article III of Chapter 4 of this Code where by reason of exceptional narrowness, shallowness, shape or area of a specific piece of property at the effective date hereof or by reason of exceptional topographic conditions or other extraordinary or exceptional conditions of such property, the strict application of the regulations enacted would result in peculiar or exceptional practical difficulties to or exceptional undue hardship upon the owner of such property, provided that such relief can be granted without detriment to the public good and without substantially impairing the intent and purpose of Article III of Chapter 4 of this Code. In recommending approval of a variance, the Board may recommend such conditions regarding the location, character and other features of the proposed variance of Article III of Chapter 4 of this Code as it deems necessary and appropriate. In recommending approval of a variance, the Board shall state the grounds upon which it justifies the granting of a variance.
- (4) *Hearing and deciding appeals.* In hearing and deciding appeals, the Board of Appeals shall consider whether the requested variance from the provisions of this Code is in harmony with their general purpose and intent so that the function of Article III of Chapter 4 of this Code be observed, public safety and welfare secured and substantial justice done, including the following:
 - a. Interpret the provisions of Article III of Chapter 4 of this Code in such a way as to carry out the intent and purpose of the plan, as shown upon the zoning map,

fixing the use districts, accompanying and made part of Article III of [Chapter 4](#) of this Code, where street layout actually on the ground varies from the street layout as shown on the map aforesaid unless such action constitutes a change in a district boundary. This shall be reserved to the City Council.

- b. Permit the erection and use of a building or use of premises for public utility purposes and make exceptions therefor to the height and bulk district requirements herein established which said Board considers necessary for the public convenience or welfare.
- c. Permit the modification of the automobile parking space or loading space requirements where, in the particular instance, such modification will not be inconsistent with the purpose and intent of such requirements.
- d. Permit such modification of the height and area regulations as may be necessary to secure an appropriate improvement of a lot which is of such shape or so located with relation to surrounding development or physical characteristics that it cannot otherwise be appropriately improved without such modification.

(5) *Amendments.* To hold public hearing on and make recommendations to the City Council regarding amendments to the City Zoning Code, as set forth in Section 4-3-2-1-1 of the City Code.

(6) *Special uses.* To hold public hearing on and make recommendations to the City Council regarding the approval of special uses pursuant to Chapter 4, Article III of the City Code.

(8) *Comprehensive Plan.* To prepare and recommend to the City Council a comprehensive plan for the present and future development of the City, and to recommend changes or amendments thereto, and to otherwise exercise the powers and functions of a planning commission pursuant to section 11-12-4 through 11-12-13 of the Illinois Municipal Code (65 ILCS 5/11-12-2 – 65 ILCS 5/11-12-13).

(7) *Other powers and duties.* To carry out and perform such other powers and duties as may be delegated by the City Council or as set forth in the City Code.

Section 4. Chapter 2, Article IV, Division 3 – Planning and Zoning Commission, is hereby deleted in its entirety.

Section 5. Chapter 4 of the City Code is amended by deleting all references to “the Planning and Zoning Commission” or “the Commission” and replacing them with “the Zoning Board of Appeals.”

Section 6. The definition of “Exception” in Chapter 4, Article III, Division 1, Section 2 of the City Code is hereby amended by deleting the phrase “Planning and Zoning Commission.”

Section 7. Chapter 4, Article III, Division 2, Section 1-2 of the City Code is hereby amended as follows (additions indicated by underline, deletions by ~~strike through~~):

Sec. 4-3-2-1-2. - Petition for a variance.

- (a) Any petition for a variance or interpretation of the Code requested from the City of Pekin Zoning Board of Appeals, will be filed with the Zoning and Inspection

Community Development Department, accompanied by a fee of \$85.00, payable to the City of Pekin.

(b) The zoning board of appeals shall not vary the regulations of this title, as authorized in this section, unless it shall make findings based upon the evidence presented to it in each specific case that:

- (1) Because of the particular physical surroundings, shape or topographical conditions of the specific property involved, a particular hardship to the owner would result, as distinguished from a mere inconvenience, if the strict letter of the regulations were to be carried out;
- (2) The conditions upon which a petition for a variation is based are unique to the property for which the variance is sought and are not applicable, generally, to other property within the same zoning classification;
- (3) The purpose of the variation is not based exclusively upon a desire to make more money out of the property;
- (4) The alleged difficulty or hardship is caused by this title and has not been created by any persons presently having an interest in the property;
- (5) The granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located; and
- (6) The proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion of the public street, or increase the danger of fire or endanger the public safety or substantially diminish or impair property values within the neighborhood.

The zoning board of appeals may impose such conditions and restrictions upon the premises benefited by a variation as may be necessary to comply with the standards established in this section, to reduce or minimize the effect of such variation upon other properties in the neighborhood, and to better carry out the general intent of this title.

Section 8. Chapter 4, Article II, Division 2 of the City Code is amended by the addition of a new section 1-4 as follows:

Sec. 4-3-2-1-4. – Special use applications.

Each application for a special use before the Board of Appeals shall be considered as an individual case and shall conform to the detailed application of the following standards in a manner appropriate to the particular circumstances of such case. All uses as listed in any district requiring Board approval for a permit shall be of such location, size and character that, in general, it will be in harmony with the appropriate and orderly development of the district in which it is situated and will not be detrimental to the orderly development of adjacent districts. The Board shall give consideration to the following:

- (1) The location and size of the use.

- (2) The nature and intensity of the operations involved in or conducted in connection with it.
- (3) Its size, layout and its relation to pedestrian and vehicular traffic to and from the use.
- (4) The assembly of persons in connection with it will not be hazardous to the neighborhood or be incongruous therewith or conflict with normal traffic of the neighborhood.
- (5) Taking into account, among other things, convenient routes of pedestrian traffic, particularly of children.
- (6) Vehicular turning movements in relation to routes of traffic flow, relation to street intersections, sight distance and the general character and intensity of development of the neighborhood.
- (7) The location and height of buildings, the location, nature and height of walls, fences and the nature and extent of landscaping of the site shall be such that the use will not hinder or discourage the appropriate development and use of adjacent land and buildings or impair the value thereof.
- (8) The nature, location, size and site layout of the uses shall be such that it will be a harmonious part of the district in which it is situated taking into account, among other things, prevailing shopping habits, convenience of access by prospective patrons, the physical and economic relationship of one type of use to another.
- (9) The location, size, intensity and site layout of the use shall be such that its operation will not be objectionable to nearby dwellings, by reason of noise, fumes or flash of lights to a greater degree than is normal with respect to the proximity of commercial to residential uses nor interfere with an adequate supply of light and air nor increase the danger of fire or otherwise endanger the public safety.

Section 9. Notwithstanding anything in the City Code to the contrary, all sitting members of the Planning and Zoning Commission and the Zoning Board of Appeals shall be appointed to the Zoning Board of Appeals upon passage of this Ordinance, and shall serve for the remainder of the term to which they were initially appointed. At the first meeting of the Zoning Board of Appeals following the passage of this Ordinance, the Board may elect a new chair- and vice-chairperson from among the members appointed by this Ordinance, to serve for the remaining term of the person(s) so elected.

Section 10. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof, or application thereof to any person, firm, corporation, public agency or circumstance is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such section is severable from this Ordinance, and such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof.

Section 11. This Ordinance shall be in full force and effect from and after its passage approval in the manner provided by law.

PASSED AND APPROVED at the regular meeting of the City Council of the City of Pekin, this _____ day of _____, 20____; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 20____

Mayor

ATTEST:

City Clerk

ORDINANCE
NO. _____-21/22

**AN ORDINANCE AMENDING THE ZONING CODE CHAPTER 2 ARTICLE VI
DIVISION 10 SECTION 2-6-10-1 OF THE CITY OF PEKIN TO COMBINE THE
ZONING BOARD OF APPEALS AND THE PLANNING COMMISSION INTO A
SINGLE BODY**

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, under Section 11-13-1 of the Illinois Municipal Code, municipalities have the authority to adopt zoning ordinances; and

WHEREAS, after hearing pursuant to duly published notice, the City of Pekin Planning Commission has recommended amendment of the Zoning Code as set forth herein to combine the functions of the Zoning Board of Appeals and the Planning and Zoning Commission into a single body, to be known as the City of Pekin Zoning Board of Appeals; and

WHEREAS, the City Council of the City of Pekin finds it is in the best interests of the City and its residents that the Zoning Code be amended to combine the duties of the Zoning Board of Appeals and the Planning Commission into a single body.

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

Section 1. The above recitals are found to be true and correct and are incorporated herein.

Section 2. Chapter 2, Article VI, Division 10, Section 1 of the Pekin City Code is hereby amended as follows:

Sec. 2-6-10-1. - Board created; members; organization.

(a) *Board created; members.* There is hereby established a Board of Appeals for the City which shall consist of not fewer than seven and not more than thirteen members. A Chairperson and Vice-Chairperson shall be elected by a majority vote of the members.

(b) *Appointment and terms.*

(1) The members of the Board of Appeals shall be appointed by the Mayor, subject to confirmation by the City Council. Said members shall serve for terms of three years or until their successors are appointed and qualified. The terms of the Board of Appeals shall be staggered.

- (2) The Chairperson and Vice-Chairperson of the Board of Appeals shall serve for terms of three years or until their terms in office as members of the Board of Appeals are terminated for any reason whatsoever. A person may not serve more than three years in succession as Chairperson of the Board of Appeals.
- (c) *Compensation; removal from office.* The members of the Board of Appeals shall serve without compensation, except the Chairperson shall be paid mileage when traveling on business for the Board of Appeals. The Mayor and City Council shall have the power to remove any member of the Board of Appeals for cause and after a public hearing; provided, however, a Board member that misses more than four meetings in a calendar year will be automatically removed from the Board, and a new member shall be appointed by the Mayor, as provided for in Subsection (b) of this Section.
- (d) *Vacancies in office.* Any vacancies on the Board of Appeals shall be filled by appointment by the Mayor, subject to the approval of the City Council, for the unexpired term of the member whose place has become vacant.
- (e) *Organization.*
- (1) *Meetings.* Meetings of the Board of Appeals shall be held at such time and place within the City as the Board of Appeals may determine from time to time. Special meetings may be held at the call of the Chairperson or as determined by a majority vote of the Board of Appeals. The Chairperson or, in his absence, the acting Chairperson may administer oaths and compel attendance of witnesses. All meetings of the Board of Appeals shall be open to the public.
 - (2) *Minutes and records.* The Board of Appeals shall keep minutes of its proceedings showing the vote of each member upon every question or, if absent or failing to vote, indicating that fact and shall also keep records of its examinations and other official actions.
 - (3) *Quorum.* No hearing or meeting shall be conducted without a quorum of the Board of Appeals being present which shall consist of a majority of all the members. The affirmative vote of those Board members present shall be sufficient to approve matters before the Board.
 - (4) *Rules of procedure.* The Board of Appeals may adopt its own rules of procedure for the conduct of its business.
 - (5) *Chairperson presides.* The Chairperson selected by the Board members shall preside at all meetings of the Board; provided that, in the Chairperson's absence, the Vice Chairperson shall preside. The presiding Chairperson (or Vice-Chairperson, in the Chairperson's absence) shall not vote on any matter before the Board, except where the vote of the Board members present has resulted in a tie.

Section 3. Chapter 2, Article VI, Division 10, Section 2 of the Pekin City Code is hereby amended as follows:

Sec. 2-6-10-2. - Jurisdiction.

The Board of Appeals shall have the following powers:

- (1) *Administrative review.* To hear and decide appeals where it is alleged by the appellant that there is an error in any order, requirement, permit, decision or refusal made by the Building Inspector or any other administrative official in carrying out or enforcing any provisions of Article III of [Chapter 4](#) of this Code.
- (2) *Exceptions and special approvals.* To hear, in accordance with the provisions of Article III of [Chapter 4](#) of this Code, requests for exceptions, for interpretations of the zoning map and for decisions on special approval situations on which Article III of [Chapter 4](#) of this Code specifically authorizes the Board to pass, and to recommend final action to be taken by the City Council regarding such requests. The board may also recommend that approval of any exception or special approval permit be subject to such conditions as the Board determines necessary to preserve and promote the character of the zone district in question and otherwise promote the purpose of this Chapter.
- (3) *Variances.* To recommend, upon an appeal, a variance from the strict applications of the provisions of Article III of [Chapter 4](#) of this Code where by reason of exceptional narrowness, shallowness, shape or area of a specific piece of property at the effective date hereof or by reason of exceptional topographic conditions or other extraordinary or exceptional conditions of such property, the strict application of the regulations enacted would result in peculiar or exceptional practical difficulties to or exceptional undue hardship upon the owner of such property, provided that such relief can be granted without detriment to the public good and without substantially impairing the intent and purpose of Article III of [Chapter 4](#) of this Code. In recommending approval of a variance, the Board may recommend such conditions regarding the location, character and other features of the proposed variance of Article III of [Chapter 4](#) of this Code as it deems necessary and appropriate. In recommending approval of a variance, the Board shall state the grounds upon which it justifies the granting of a variance.
- (4) *Hearing and deciding appeals.* In hearing and deciding appeals, the Board of Appeals shall consider whether the requested variance from the provisions of this Code is in harmony with their general purpose and intent so that the function of Article III of [Chapter 4](#) of this Code be observed, public safety and welfare secured and substantial justice done, including the following:
 - a. Interpret the provisions of Article III of [Chapter 4](#) of this Code in such a way as to carry out the intent and purpose of the plan, as shown upon the zoning map, fixing the use districts, accompanying and made part of Article III of [Chapter 4](#) of this Code, where street layout actually on the ground varies from the street layout as shown on the map aforesaid unless such action constitutes a change in a district boundary. This shall be reserved to the City Council.
 - b. Permit the erection and use of a building or use of premises for public utility purposes and make exceptions therefor to the height and bulk district requirements herein established which said Board considers necessary for the public convenience or welfare.

- c. Permit the modification of the automobile parking space or loading space requirements where, in the particular instance, such modification will not be inconsistent with the purpose and intent of such requirements.
 - d. Permit such modification of the height and area regulations as may be necessary to secure an appropriate improvement of a lot which is of such shape or so located with relation to surrounding development or physical characteristics that it cannot otherwise be appropriately improved without such modification.
- (5) *Amendments.* To hold public hearing on and make recommendations to the City Council regarding amendments to the City Zoning Code, as set forth in Section 4-3-2-1-1 of the City Code.
- (6) *Special uses.* To hold public hearing on and make recommendations to the City Council regarding the approval of special uses pursuant to Chapter 4, Article III of the City Code.
- (8) *Comprehensive Plan.* To prepare and recommend to the City Council a comprehensive plan for the present and future development of the City, and to recommend changes or amendments thereto, and to otherwise exercise the powers and functions of a planning commission pursuant to section 11-12-4 through 11-12-13 of the Illinois Municipal Code (65 ILCS 5/11-12-2 – 65 ILCS 5/11-12-13).
- (7) *Other powers and duties.* To carry out and perform such other powers and duties as may be delegated by the City Council or as set forth in the City Code.

Section 4. Chapter 2, Article IV, Division 3 – Planning and Zoning Commission, is hereby deleted in its entirety.

Section 5. Chapter 4 of the City Code is amended by deleting all references to “the Planning and Zoning Commission” or “the Commission” and replacing them with “the Zoning Board of Appeals.”

Section 6. The definition of “Exception” in Chapter 4, Article III, Division 1, Section 2 of the City Code is hereby amended by deleting the phrase “Planning and Zoning Commission.”

Section 7. Chapter 4, Article III, Division 2, Section 1-2 of the City Code is hereby amended as follows:

Sec. 4-3-2-1-2. - Petition for a variance.

- (a) Any petition for a variance or interpretation of the Code requested from the City of Pekin Zoning Board of Appeals, will be filed with the Zoning and Inspection Community Development Department, accompanied by a fee of \$85.00, payable to the City of Pekin.
- (b) The zoning board of appeals shall not vary the regulations of this title, as authorized in this section, unless it shall make findings based upon the evidence presented to it in each specific case that:
 - (1) Because of the particular physical surroundings, shape or topographical conditions of the specific property involved, a particular hardship to the owner would result, as

- distinguished from a mere inconvenience, if the strict letter of the regulations were to be carried out;
- (2) The conditions upon which a petition for a variation is based are unique to the property for which the variance is sought and are not applicable, generally, to other property within the same zoning classification;
 - (3) The purpose of the variation is not based exclusively upon a desire to make more money out of the property;
 - (4) The alleged difficulty or hardship is caused by this title and has not been created by any persons presently having an interest in the property;
 - (5) The granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located; and
 - (6) The proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion of the public street, or increase the danger of fire or endanger the public safety or substantially diminish or impair property values within the neighborhood.

The zoning board of appeals may impose such conditions and restrictions upon the premises benefited by a variation as may be necessary to comply with the standards established in this section, to reduce or minimize the effect of such variation upon other properties in the neighborhood, and to better carry out the general intent of this title.

Section 8. Chapter 4, Article II, Division 2 of the City Code is amended by the addition of a new section 1-4 as follows:

Sec. 4-3-2-1-4. – Special use applications.

Each application for a special use before the Board of Appeals shall be considered as an individual case and shall conform to the detailed application of the following standards in a manner appropriate to the particular circumstances of such case. All uses as listed in any district requiring Board approval for a permit shall be of such location, size and character that, in general, it will be in harmony with the appropriate and orderly development of the district in which it is situated and will not be detrimental to the orderly development of adjacent districts. The Board shall give consideration to the following:

- (1) The location and size of the use.
- (2) The nature and intensity of the operations involved in or conducted in connection with it.
- (3) Its size, layout and its relation to pedestrian and vehicular traffic to and from the use.
- (4) The assembly of persons in connection with it will not be hazardous to the neighborhood or be incongruous therewith or conflict with normal traffic of the neighborhood.

- (5) Taking into account, among other things, convenient routes of pedestrian traffic, particularly of children.
- (6) Vehicular turning movements in relation to routes of traffic flow, relation to street intersections, sight distance and the general character and intensity of development of the neighborhood.
- (7) The location and height of buildings, the location, nature and height of walls, fences and the nature and extent of landscaping of the site shall be such that the use will not hinder or discourage the appropriate development and use of adjacent land and buildings or impair the value thereof.
- (8) The nature, location, size and site layout of the uses shall be such that it will be a harmonious part of the district in which it is situated taking into account, among other things, prevailing shopping habits, convenience of access by prospective patrons, the physical and economic relationship of one type of use to another.
- (9) The location, size, intensity and site layout of the use shall be such that its operation will not be objectionable to nearby dwellings, by reason of noise, fumes or flash of lights to a greater degree than is normal with respect to the proximity of commercial to residential uses nor interfere with an adequate supply of light and air nor increase the danger of fire or otherwise endanger the public safety.

Section 9. Notwithstanding anything in the City Code to the contrary, all sitting members of the Planning and Zoning Commission and the Zoning Board of Appeals shall be appointed to the Zoning Board of Appeals upon passage of this Ordinance, and shall serve for the remainder of the term to which they were initially appointed. At the first meeting of the Zoning Board of Appeals following the passage of this Ordinance, the Board may elect a new chair- and vice-chairperson from among the members appointed by this Ordinance, to serve for the remaining term of the person(s) so elected.

Section 10. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof, or application thereof to any person, firm, corporation, public agency or circumstance is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such section is severable from this Ordinance, and such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof.

Section 11. This Ordinance shall be in full force and effect from and after its passage approval in the manner provided by law.

PASSED AND APPROVED at the regular meeting of the City Council of the City of Pekin, this _____ day of _____, 20____; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 20____

Mayor

ATTEST:

City Clerk

**REQUEST FOR COUNCIL ACTION**

Agenda Date: July 26, 2021
To: Council Members
From: Sue McMillan, City Clerk

AGENDA ITEM: Resolution No. 298-21/22 Annual Appointments

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

7/21/2021

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. 298-21/22

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PEKIN, ILLINOIS that the following named persons be and they are hereby appointed to the respective offices and for a term set opposite their names to the first Monday in May, unless otherwise specified.

AIRPORT	Murray J. Brian Michael D. Reed	3 year term
ECONOMIC DEVELOPMENT ADVISORY COMMITTEE	Amy McCoy Dennis Short John Campbell Danielle Owens	3 year term
TRAFFIC SAFETY COMMITTEE	Dennis Zimmerman	1 year term
POLICE PENSION BOARD	John J. Franks III	2 year term until 2nd Tuesday in May 2023
FIRE PENSION BOARD	Robert Baughman	3 year term until 3 rd Monday in April 2024
BOARD OF APPEALS	William Craig Chris Deverman David Huskisson Kelly Madden	Terms until May 2024
	Kim Joesting Chris Lang Daryl Dagit James Ruth Steve Thompson	Terms until May 2023
	Mary Lanane Tim Bonnette Donald Hild Amy Wilson	Terms until May 2022
HUMAN RIGHTS COMMITTEE	Dana Garber Maureen Naughtin	unexpired term to May 2022
	Heather York William G. Calvert	3 year term to May 2024

John Dossey

FIRE AND POLICE COMMISSION

Dennis Short 3 year term to
first Monday in May, 2024

LIBRARY BOARD

Mary Jane Sours 3 year term
Randy Turner June 30, 2024
Sue Crowell

TOURISM COMMITTEE

Dori Smith 2 year terms to May 2023
Emily Lambe
Amy McCoy
Melanie Matthews
Lelonie Luft
Christine Dunn

Matt Fick indefinite terms
Mark Rothert
Tom Veatch

BEAUTIFICATION COMMITTEE

Charity Gullett 2 year term to May 2023
Shannon Sandoval
Talena Michaels
Kendra McDaniels

Mark Rothert indefinite terms
Justin Reeise

PEORIA/PEKIN URBANIZED AREA TRANSPORTATION STUDY

PPUATS Technical Committee Justin Reeise indefinite term
Alternate PPUATS Technical Committee Josie Esker indefinite term

BE IT FURTHER RESOLVED that the Council of the City of Pekin, Illinois reaffirms the appointments of the following named persons until such time as their successors shall be named.

CITY CLERK Sue E. McMillan

DEPUTY LIQUOR COMMISSIONER Sgt. Rick VonRohr

MAYOR PRO TEM Council Member Lloyd Orrick

PUBLIC INFRASTRUCTURE IMPROVEMENTS COMMITTEE

Council Member Lloyd Orrick
Council Member John Abel

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this 26th day of July, 2021.

Mayor Mark A. Luft

ATTEST:

City Clerk Sue E. McMillan



REQUEST FOR COUNCIL ACTION

Agenda Date: July 26, 2021
To: Council Members
From: Mark Rothert, City Manager

AGENDA ITEM: Discussion - Amendments to Ethics Ordinance and City Council Code of Conduct

DESCRIPTION: The Illinois General Assembly enacted the State Officials and Employees Ethics Act, as amended, in December 2003. That Act required that all units of local government and school districts, within six months after the effective date of Act, adopt ordinances or resolutions regulating the political activities of, and the solicitation and acceptance of gifts by, the officers and employees of such units in a manner no less restrictive than the provisions of the Act.

On May 10, 2004, the Pekin City Council approved Ordinance 2377 (attached) in response to legislative updates made to the State Officials and Employees Ethics Act. This ordinance called for creating a new Chapter 12 of the old City Code. However, this ordinance was never codified into the City Code and never showed up as Chapter 12. Less than a year later on March 28, 2005, the City Council approved Ordinance 2423 implementing Administrative Adjudication in the City as Chapter 12 of the old City Code.

While adopted by the City Council, Ordinance 2377 references a repealed state statute and does not reflect the "Model Ethics Ordinance" provided by the Illinois Attorney General's Office for units of local government to adopt that fulfills the requirements of the State Officials and Employees Ethics Act. Staff therefore recommends that the City Council repeal what was adopted in 2004 and replace it with a newly modified Ethics Ordinance (attached) that uses the AG's template as a basis.

Additionally, the City adopted a "Code of Conduct" in 2011 (attached) to address issues such as confidentiality, use of city property, and councilmember conduct. There has been interest by several councilmembers to update and revise expand upon this Code of Conduct, believing that the current one is insufficient. The attached version is a new draft, entitled "Code of Ethics and Conduct for City Councilmembers and Appointed Members to Boards, Commissions and Committees." This document would have some tie-ins with the Ethics Ordinance and can be considered a companion piece.

FINANCIAL IMPACT: N/A

Requested Amount:
 Line Item:
 Budgeted Amount:
 Remaining Funds:

IMPACT IF APPROVED: City Council would approve of a new Ethics Ordinance or Code of Conduct

IMPACT IF DENIED: City Council would not approve of a new Ethics Ordinance or Code of Conduct

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

7/21/2021

Mark A. Rothert

Mark A. Rothert, City Manager

7/22/2021

Date:

ORDINANCE NO. 2377

**AN ORDINANCE OF THE CITY OF PEKIN
PROHIBITING THE SOLICITATION AND
ACCEPTANCE OF GIFTS AND ADOPTING THE
GOVERNMENTAL ETHICS AND STATE GIFT BAN ACT
(5 ILCS 425/1 ET. SEQ.; P. A. 90-737)**

WHEREAS, the General Assembly has enacted the Governmental Ethics and State Gift Ban Act (P.A. 90-737; House Bill 672; 5 ILCS 425/1 et seq.), which became effective on January 1, 1999; and

WHEREAS, Section 83 of the Act (5 ILCS 425/83) provides in pertinent part:

Within 6 months after the effective date of this Act, units of local government, home rule units, and school districts shall prohibit the solicitation and acceptance of gifts, and shall enforce those prohibitions, in a manner substantially in accordance with the requirements of this Act and shall adopt provisions no less restrictive than the provisions of this Act.

WHEREAS, the Mayor and City Council of the City of Pekin have determined that the Act contains several procedural and substantive defects and several ambiguities and inconsistencies which make compliance with the dictates of Section 83 of the Act difficult and perhaps impossible; and

WHEREAS, while the Illinois Municipal League has requested the General Assembly to amend and clarify the Act so Illinois municipalities may have clear guidance in bringing themselves into compliance with the Act, it has become apparent that a legislative response will not be provided prior to the deadline imposed by Section 83; and

WHEREAS, the corporate authorities of the City of Pekin, in an effort to comply with the action required by Section 83, hereby pass and approve this Ordinance to bring the City of Pekin in compliance with the dictates of the Act; and

WHEREAS, the corporate authorities of the City of Pekin strongly encourage the General Assembly to take immediate action to clarify the procedural and substantive provisions of the Act so elected and appointed officials and the employees of Illinois municipalities will have clear and unequivocal ethical procedures and rules that will control their conduct.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS, AS FOLLOWS:

SECTION 1: The Code of Ordinances of the City of Pekin is hereby amended by adding the following provisions as Title I, Chapter 12:

Chapter 12

City of Pekin

Governmental Ethics and State Gift Ban Act

1-12-1 Adoption of Act.

- (a) The Governmental Ethics and State Gift Ban Act (5 ILCS 425 et seq.) is hereby adopted as required by Section 83 of the Act (5 ILCS 425/83).
- (b) The solicitation ~~or~~ the acceptance of gifts prohibited to be solicited or accepted under the Act is prohibited by any elected or appointed official or any employee of the City. All non-salaried appointed or elected ~~officials~~ are exempted from the Act and the provisions of this ~~Ordinance~~.

1-12-2 Ethics Officer.

To the extent authorized by law and to the extent required by Section 35 of the Act (5 ILCS 425/335), the City Clerk is appointed to serve as the "Ethics Officer" of the City of Pekin. The Ethics Officer's duties shall be as provided in said Section 35.

1-12-3 Ethics Commission; Complaints.

All complaints for violations of the Act and this Ordinance shall be filed with the legislative ethics commission (created by Section 45(a)(6) of the Act).

1-12-4 Existing Ethics Ordinance or Gift Ban Ordinance.

This Ordinance does not repeal or otherwise amend or modify the Personnel Policy of the City of Pekin adopted on March 25, 1996 by Resolution No. 140, and last amended by Resolution No. 70 adopted on July 24, 2000, which regulates the conduct of city officials and employees. To the extent that Resolution No. 140, and any amendments thereto, are less restrictive than the Governmental Ethics and State Gift Ban Act and this Ordinance, then the provisions and this Ordinance shall prevail in accordance with the provisions of Section 95 of the Act (5 ILCS 425/95).

1-12-5 Future Amendments to State Gift Ban Act.

Any amendment to Governmental Ethics and State Gift Ban Act (5 ILCS 425/1 et seq.) that becomes effective after the passage of this Ordinance shall be incorporated into this Ordinance by reference and shall be applicable to the solicitation and acceptance of gifts. However, any amendment that makes its provisions optional for adoption by municipalities shall not be incorporated into this Ordinance by reference without formal action by the corporate authorities of the City.

1-12-6 Future Declaration of Unconstitutionality of State Gift Ban Act.

- (a) If the Illinois Supreme Court declares the Governmental Ethics and State Gift Ban Act (5 ILCS 425/1 et seq.) unconstitutional in its entirety, then this Ordinance shall be repealed as of the date that the Supreme Court's decision becomes final and not subject to any further appeals or rehearings. The Ordinance shall be deemed repealed without further action by the corporate authorities of the City if the Act is found unconstitutional by the Illinois Supreme Court.
- (b) If the Illinois Supreme Court declares part of the Governmental Ethics and State Gift Ban Act (5 ILCS 425/1 et seq.) unconstitutional but upholds the constitutionality of the remainder of the Act or does not address the remainder of the Act, then the remainder of the Act as adopted by this Ordinance shall remain in full force and effect; however, that part of this Ordinance relating to the part of the Act found unconstitutional shall be deemed repealed without further action by the corporate authorities of the City.

SECTION 2: BE IT FURTHER ORDAINED that this Ordinance shall be effective May 10, 2004, and shall be in full force and effect upon its passage and approval and publication as required by law.

SECTION 3: PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this _____ day of _____, 2004; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING: _____

APPROVED this _____ day of _____, 2004.

MAYOR

ATTEST:

CITY CLERK

City of Pekin ETHICS ORDINANCE

WHEREAS, the Illinois General Assembly has enacted the State Officials and Employees Ethics Act (Public Act 93-615, effective November 19, 2003, as amended by Public Act 93-617, effective December 9, 2003; Public Act 100-0554, effective November 16, 2017; and Public Act 101-0221, effective August 9, 2019), which is a comprehensive revision of State statutes regulating ethical conduct, political activities, sexual harassment, and the solicitation and acceptance of gifts by State officials and employees; and

WHEREAS, the Act requires all units of local government and school districts, within six months after the effective date of Public Act 93-615, to adopt ordinances or resolutions regulating the political activities of, and the solicitation and acceptance of gifts by, the officers and employees of such units "in a manner no less restrictive" than the provisions of the Act; and

WHEREAS, the Act further requires all units of local government and school districts, within 60 days after the effective date of Public Act 100-0554, to adopt ordinances or resolutions establishing a policy prohibiting sexual harassment; and

WHEREAS, all prior existing sexual harassment policies of the City shall be superseded by the sections of this Ethics Ordinance prohibiting sexual harassment; and

WHEREAS, it is the clear intention of the Act to require units of local government and school districts to implement regulations that are at least as restrictive as those contained in the Act, and to impose penalties for violations of those regulations that are equivalent to those imposed by the Act, notwithstanding that such penalties may exceed the general authority granted to units of local government to penalize ordinance violations; and

WHEREAS, it is the clear intention of the Act to provide units of local government with all authority necessary to implement its requirements on the local level regardless of any general limitations on the power to define and punish ordinance violations that might otherwise be applicable; and

WHEREAS, because the Act provides for the imposition of significant penalties for violations of said local regulations, it is necessary to adopt the required regulations by Ordinance rather than by Resolution; and

WHEREAS, should any section or provision of this ordinance be declared to be invalid, that decision shall not affect the validity of this ordinance as a whole or any part thereof, other than the part so declared to be invalid.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS, AND TAZEWELL COUNTY, AS FOLLOWS:

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

SECTION 2: The City Code of the City of Pekin, Illinois is hereby amended by the addition of the following provisions as Article VIII of Chapter 2 – Governance and Organizational Structure:

ARTICLE VIII. – GOVERNMENTAL ETHICS

DIVISION 1. – DEFINITIONS

Section 2-8-1-1. For purposes of this ordinance, the following terms shall be given these definitions:

"Campaign for elective office" means any activity in furtherance of an effort to influence the selection, nomination, election, or appointment of any individual to any federal, State, or local public office or office in a political organization, or the selection, nomination, or election of Presidential or Vice-Presidential electors, but does not include activities (i) relating to the support or opposition of any executive, legislative, or administrative action, (ii) relating to collective bargaining, or (iii) that are otherwise in furtherance of the person's official duties.

"Candidate" means a person who has filed nominating papers or petitions for nomination or election to an elected office, or who has been appointed to fill a vacancy in nomination, and who remains eligible for placement on the ballot at a regular election, as defined in section 1-3 of the Election Code (10 ILCS 5/1-3).

"Collective bargaining" has the same meaning as that term is defined in Section 3 of the Illinois Public Labor Relations Act (5 ILCS 315/3).

"Compensated time" means, with respect to an employee, any time worked by or credited to the employee that counts toward any minimum work time requirement imposed as a condition of his or her employment, but for purposes of this Ordinance, does not include any designated holidays, vacation periods, personal time, compensatory time off or any period when the employee is on a leave of absence. With respect to officers or employees whose hours are not fixed, "compensated time" includes any period of time when the officer is on premises under the control of the employer and any other time when the officer or employee is executing his or her official duties, regardless of location.

"Compensatory time off" means authorized time off earned by or awarded to an employee to compensate in whole or in part for time worked in excess of the minimum work time required of that employee as a condition of his or her employment.

"Contribution" has the same meaning as that term is defined in section 9-1.4 of the Election Code (10 ILCS 5/9-1.4).

"Employee" means a person employed by the City of Pekin, whether on a fulltime or part-time basis or pursuant to a contract, whose duties are subject to the direction and control of an employer with regard to the material details of how the work is to be performed, but does not include an independent contractor.

"Employer" means the City of Pekin.

"Gift" means any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to government employment or the official position of an officer or employee.

"Leave of absence" means any period during which an employee does not receive (i) compensation for employment, (ii) service credit towards pension benefits, and (iii) health insurance benefits paid for by the employer.

"Officer" means a person who holds, by election or appointment, an office created by statute or ordinance, regardless of whether the officer is compensated for service in his or her official capacity.

"Political activity" means any activity in support of or in connection with any campaign for elective office or any political organization, but does not include activities (i) relating to the support or opposition of any executive, legislative, or administrative action, (ii) relating to collective bargaining, or (iii) that are otherwise in furtherance of the person's official duties.

"Political organization" means a party, committee, association, fund, or other organization (whether or not incorporated) that is required to file a statement of organization with the State Board of Elections or a county clerk under Section 9-3 of the Election Code (10 ILCS 5/9-3), but only with regard to those activities that require filing with the State Board of Elections or a county clerk

"Prohibited political activity" means:

- (1) Preparing for, organizing, or participating in any political meeting, political rally, political demonstration, or other political event.
- (2) Soliciting contributions, including but not limited to the purchase of, selling, distributing, or receiving payment for tickets for any political fundraiser, political meeting, or other political event.
- (3) Soliciting, planning the solicitation of, or preparing any document or report regarding anything of value intended as a campaign contribution.
- (4) Planning, conducting, or participating in a public opinion poll in connection with a campaign for elective office or on behalf of a political organization for political purposes or for or against any referendum question.
- (5) Surveying or gathering information from potential or actual voters in an election to determine probable vote outcome in connection with a campaign for elective office or on behalf of a political organization for political purposes or for or against any referendum question.
- (6) Assisting at the polls on election day on behalf of any political organization or candidate for elective office or for or against any referendum question.
- (7) Soliciting votes on behalf of a candidate for elective office or a political organization or for or against any referendum question or helping in an effort to get voters to the polls.
- (8) Initiating for circulation, preparing, circulating, reviewing, or filing any petition on behalf of a candidate for elective office or for or against any referendum question.
- (9) Making contributions on behalf of any candidate for elective office in that capacity or in connection with a campaign for elective office.
- (10) Preparing or reviewing responses to candidate questionnaires.
- (11) Distributing, preparing for distribution, or mailing campaign literature, campaign signs, or other campaign material on behalf of any candidate for elective office or for or against any referendum question.
- (12) Campaigning for any elective office or for or against any referendum question.

- (13) Managing or working on a campaign for elective office or for or against any referendum question.
- (14) Serving as a delegate, alternate, or proxy to a political party convention.
- (15) Participating in any recount or challenge to the outcome of any election.

"Prohibited source" means any person or entity who:

- (1) Is seeking official action (i) by an officer or (ii) by an employee, or by the officer or another employee directing that employee;
- (2) Does business or seeks to do business (i) with the officer or (ii) with an employee, or with the officer or another employee directing that employee;
- (3) Conducts activities regulated (i) by the officer or (ii) by an employee, or by the officer or another employee directing that employee; or
- (4) Has interests that may be substantially affected by the performance or non-performance of the official duties of the officer or employee

"Sexual harassment" means any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when:

- Submission to such conduct is made a term or condition of an individual's employment, either explicitly or implicitly; or
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

"Sexual misconduct" means any conduct or behavior which may constitute sexual harassment that includes, but is not limited to:

- Verbal Harassment: sexual innuendos, suggestive comments, insults, humor, jokes about: sex, anatomy or gender-specific traits, sexual propositions, threats, repeated requests for dates; or, statements of a sexual nature about other employees, even outside of their presence.
- Non-verbal Harassment: suggestive or insulting sounds (whistling), leering, obscene gestures, sexually suggestive bodily gestures, "catcalls," "smacking" or "kissing" noises.
- Visual: posters, signs, pin-ups or slogans of a sexual nature, viewing pornographic material or websites.
- Physical Harassment: touching, unwelcome hugging or kissing, pinching, brushing the body, any coerced sexual act or actual assault.
- Textual/Electronic Harassment: "sexting" (electronically sending messages with sexual content, including pictures or video), the use of sexually explicit language, harassment, cyber stalking and threats via all forms of electronic communication (email/text/picture/video messages, intranet/online postings, blogs, instant messages and posts on social network websites, like Facebook and Twitter).

DIVISION 2 - PROHIBITED EMPLOYMENT ACTIVITIES

Section 2-8-2-1. Prohibited employment activities.

- 1) No elected or appointed official, officer or employee shall intentionally violate the City's Code of Ethics and Conduct.
- 2) No elected or appointed official, officer or employee shall intentionally misrepresent hours worked for compensated time or be party to any scheme involving such misrepresented hours.
- 3) No elected or appointed official, officer or employee shall intentionally leave sensitive city property, equipment or vehicles unattended or unprotected.
- 4) No elected or appointed official, officer or employee shall be a reference or advocate for a friend, acquaintance, another family member, or a contractor seeking employment, bid award, or funding from the City.

DIVISION 5 - PROHIBITED POLITICAL ACTIVITIES

Section 2-8-5-1. Prohibited political activities.

- (1) No officer or employee shall intentionally perform any prohibited political activity during any compensated time, as defined herein. No officer or employee shall intentionally use any property or resources of the City of Pekin in connection with any prohibited political activity.
- (2) At no time shall any officer or employee intentionally require any other officer or employee to perform any prohibited political activity (i) as part of that officer or employee's duties, (ii) as a condition of employment, or (iii) during any compensated time off (such as holidays, vacation or personal time off).
- (3) No officer or employee shall be required at any time to participate in any prohibited political activity in consideration for that officer or employee being awarded additional compensation or any benefit, whether in the form of a salary adjustment, bonus, compensatory time off, continued employment or otherwise, nor shall any officer or employee be awarded additional compensation or any benefit in consideration for his or her participation in any prohibited political activity.
- (4) Nothing in this Section prohibits activities that are permissible for an officer or employee to engage in as part of his or her official duties, or activities that are undertaken by an officer or employee on a voluntary basis which are not prohibited by this Ordinance.
- (5) No person either (i) in a position that is subject to recognized merit principles of public employment or (ii) in a position the salary for which is paid in whole or in part by federal funds and that is subject to the Federal Standards for a Merit System of Personnel Administration applicable to grant-in-aid programs, shall be denied or deprived of employment or tenure solely because he or she is a member or an officer of a political committee, of a political party, or of a political organization or club.

DIVISION 10 - GIFT BAN

Section 2-8-10-1. Gift ban. Except as permitted by this Division, no officer or employee, and no spouse of or immediate family member living with any officer or employee (collectively referred to

herein as "recipients"), shall intentionally solicit or accept any gift from any prohibited source, as defined herein, or which is otherwise prohibited by law or ordinance. No prohibited source shall intentionally offer or make a gift that violates this Section.

Section 2-8-10-2. Exceptions. Section 10-1 is not applicable to the following:

- (1) Opportunities, benefits, and services that are available on the same conditions as for the general public.
- (2) Anything for which the officer or employee, or his or her spouse or immediate family member, pays the fair market value.
- (3) Any (i) contribution that is lawfully made under the Election Code or (ii) activities associated with a fundraising event in support of a political organization or candidate.
- (4) Educational materials and missions.
- (5) Travel expenses for a meeting to discuss business.
- (6) A gift from a relative, meaning those people related to the individual as father, mother, son, daughter, brother, sister, uncle, aunt, great aunt, great uncle, first cousin, nephew, niece, husband, wife, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, and including the father, mother, grandfather, or grandmother of the individual's spouse and the individual's fiancé or fiancée.
- (7) Anything provided by an individual on the basis of a personal friendship unless the recipient has reason to believe that, under the circumstances, the gift was provided because of the official position or employment of the recipient or his or her spouse or immediate family member and not because of the personal friendship. In determining whether a gift is provided on the basis of personal friendship, the recipient shall consider the circumstances under which the gift was offered, such as: (i) the history of the relationship between the individual giving the gift and the recipient of the gift, including any previous exchange of gifts between those individuals; (ii) whether to the actual knowledge of the recipient the individual who gave the gift personally paid for the gift or sought a tax deduction or business reimbursement for the gift; and (iii) whether to the actual knowledge of the recipient the individual who gave the gift also at the same time gave the same or similar gifts to other officers or employees, or their spouses or immediate family members.
- (8) Food or refreshments not exceeding \$75 per person in value on a single calendar day; provided that the food or refreshments are (i) consumed on the premises from which they were purchased or prepared or (ii) catered. For the purposes of this Section, "catered" means food or refreshments that are purchased ready to consume which are delivered by any means.
- (9) Food, refreshments, lodging, transportation, and other benefits resulting from outside business or employment activities (or outside activities that are not connected to the official duties of an officer or employee), if the benefits have not been offered or enhanced because of the official position or employment of the officer or employee, and are customarily provided to others in similar circumstances.

(10) Intra-governmental and inter-governmental gifts. For the purpose of this Act, "intragovernmental gift" means any gift given to an officer or employee from another officer or employee, and "inter-governmental gift" means any gift given to an officer or employee by an officer or employee of another governmental entity.

(11) Bequests, inheritances, and other transfers at death.

(12) Any item or items from any one prohibited source during any calendar year having a cumulative total value of less than \$100.

Each of the exceptions listed in this Section is mutually exclusive and independent of every other.

Section 2-8-10-3. Disposition of gifts. An officer or employee, his or her spouse or an immediate family member living with the officer or employee, does not violate this Ordinance if the recipient promptly takes reasonable action to return a gift from a prohibited source to its source or gives the gift or an amount equal to its value to an appropriate charity that is exempt from income taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, as now or hereafter amended, renumbered, or succeeded.

DIVISION 15 – PROHIBITED SEXUAL HARASSMENT ACTIVITIES & CONDUCT

Section 2-8-15-1. Prohibited sexual harassment activities and conduct.

- (1) It is unlawful to harass a person because of that person's sex. Sexual harassment is a form of discrimination under Title VII of the U.S. Civil Rights Act of 1964, as amended in 1991. All persons have a right to work in an environment free from sexual harassment. Sexual harassment or misconduct is unacceptable which affects individuals of all genders and sexual orientations.
- (2) It is a policy of the City of Pekin to prohibit sexual harassment or misconduct of any person by any municipal official, municipal agent, municipal employee, municipal agency or municipal office on the basis of sex or gender. All municipal officials, municipal agents, municipal employees and municipal agencies or municipal offices are prohibited from sexually harassing any person, regardless of any employment relationship or lack thereof.

Section 2-8-15-2. Procedure for reporting an allegation of sexual harassment.

An employee who either observes sexual harassment or believes herself/himself to be the object of sexual harassment should deal with the incident(s) as directly and firmly as possible by clearly communicating her/his position to the offending employee, and her/his immediate supervisor. It is not necessary for sexual harassment to be directed at the person making the report.

Any employee may report conduct which is believed to be sexual harassment, including the following:

- *Electronic/Direct Communication.* If there is sexual harassment behavior in the workplace, the harassed employee should directly and clearly express her/his objection that the conduct is unwelcome and request that the offending behavior stop. The initial message may be verbal. If subsequent messages are needed, they should be put in writing in a note or a memo.

- *Contact with Supervisory Personnel.* At the same time direct communication is undertaken, or in the event the employee feels threatened or intimidated by the situation, the problem must be promptly reported to the immediate supervisor of the person making the report, a department head, a director of human resources, an ethics officer, the city manager or the chief elected official (mayor) of the municipality.

The employee experiencing what she/he believes to be sexual harassment must not assume that the employer is aware of the conduct. If there are no witnesses and the victim fails to notify a supervisor or other responsible officer, the municipality will not be presumed to have knowledge of the harassment.

- *Resolution Outside Municipality.* The purpose of this ordinance is to establish prompt, thorough and effective procedures for responding to every report and incident so that problems can be identified and remedied by the municipality. However, all municipal employees have the right to contact the Illinois Department of Human Rights (IDHR) or the Equal Employment Opportunity Commission (EEOC) for information regarding filing a formal complaint with those entities. An IDHR complaint must be filed within 300 days of the alleged incident(s) unless it is a continuing offense. A complaint with the EEOC must also be filed within 300 days.
- *Allegations of Sexual Harassment made against an elected official of the governmental unit by another elected official of a governmental unit.* In addition to the methods of reporting included above, an elected official may request an independent review of a complaint of sexual harassment by another elected official. The request shall be made to the human resources director, the city manager or the chief elected official (mayor) of the municipality. The official receiving the request shall take immediate action in keeping with the procurement process of the municipality to retain a qualified individual or entity for the independent review of the allegations of sexual harassment in violation of this policy. The outcome of the independent review shall be reported to the corporate authorities.

Documentation of any incident may be submitted with any report (what was said or done, the date, the time and the location), including, but not limited to, written records such as letters, notes, memos and telephone messages.

All allegations, including anonymous reports, will be accepted and investigated regardless of how the matter comes to the attention of the municipality. However, because of the serious implications of sexual harassment charges and the difficulties associated with their investigation and the questions of credibility involved, the claimant's willing cooperation is a vital component of an effective inquiry and an appropriate outcome.

Section 2-8-15-3. Prohibitions on retaliation for reporting sexual harassment allegations.

No municipal official, municipal agency, municipal employee or municipal office shall take any retaliatory action against any municipal employee or official due to a municipal employee's or official's:

- Disclosure or threatened disclosure of any violation of this policy; or
- Providing information related to an investigation or testimony before any public body conducting an investigation, hearing or inquiry into any violation of this policy; or
- Assistance with or participation in a proceeding to enforce the provisions of this policy.

For purposes of this policy, retaliatory action means the reprimand, discharge, suspension, demotion, denial of promotion or transfer or change in the terms or conditions of employment of any municipal employee that is taken in retaliation for a municipal employee's or official's involvement in protected activity pursuant to this policy.

No individual making a report will be retaliated against, even if a report made in good faith is not substantiated. In addition, any witness will be protected from retaliation.

Similar to the prohibition against retaliation contained herein, the State Officials and Employees Ethics Act (5 ILCS 430/15-10) provides whistleblower protection from retaliatory action, and this policy prohibits retaliatory action such as reprimand, discharge, suspension, demotion, or denial of promotion or transfer that occurs in retaliation for an employee who does any of the following:

- Discloses or threatens to disclose to a supervisor or to a public body an activity, policy or practice of any officer, member, agency or other employee that the employee reasonably believes is in violation of a law, rule or regulation; or
- Provides information to or testifies before any public body conducting an investigation, hearing or inquiry into any violation of a law, rule or regulation by any officer, member, agency or other employee; or
- Assists or participates in a proceeding to enforce the provisions of the State Officials and Employees Ethics Act or this policy.

Pursuant to the Whistleblower Act (740 ILCS 174/15(a)), an employer may not retaliate against an employee who discloses information in a court, an administrative hearing, before a legislative commission or committee or in any other proceeding, where the employee has reasonable cause to believe that the information discloses a violation of a state or federal law, rule or regulation.

In addition, an employer may not retaliate against an employee for disclosing information to a government or law enforcement agency, where the employee has reasonable cause to believe that the information discloses a violation of a state or federal law, rule or regulation. (740 ILCS 174/15(b)).

According to the Illinois Human Rights Act (775 ILCS 5/6-101), it is a civil rights violation for a person, or for two or more people to conspire to retaliate against a person because she/he has opposed that which she/he reasonably and in good faith believes to be sexual harassment in employment, because she/he has made a charge, filed a complaint, testified, assisted or participated in an investigation, proceeding or hearing under the Illinois Human Rights Act.

An employee who is suddenly transferred to a lower paying job or passed over for a promotion after filing a complaint with IDHR or EEOC, may file a retaliation charge within 300 days of the alleged retaliation.

DIVISION 20 - ETHICS ADVISOR

Section 2-8-20-1. The Mayor, with the advice and consent of the City Council, shall designate an Ethics Advisor for the City of Pekin. The duties of the Ethics Advisor may be delegated to an officer or employee of the City of Pekin unless the position has been created as an office by the City of Pekin.

Section 2-8-20-2. The Ethics Advisor shall provide guidance to the officers and employees of the City of Pekin concerning the interpretation of and compliance with the provisions of this Ordinance

and State ethics laws. The Ethics Advisor shall perform such other duties as may be delegated by the City Council.

DIVISION 25 - ETHICS COMMISSION

Section 2-8-25-1. There is hereby created a commission to be known as the Ethics Commission of the City of Pekin. The Commission shall be comprised of five (5) members appointed by the Mayor with the advice and consent of the City Council. No person shall be appointed as a member of the Commission who is related, either by blood or by marriage, to any elected officer of the City of Pekin. The Ethics Advisor and City Manager shall be ex-officio members of the Ethics Commission with rights to participate in discussion but no rights to vote.

Section 2-8-25-2. At the first meeting of the Commission, the initial appointees shall draw lots to determine their initial terms. Three commissioners shall serve 2-year terms, and the two remaining commissioners shall each serve a one-year term. Thereafter, all commissioners shall be appointed to 2- year terms. Commissioners may be reappointed to serve subsequent terms.

At the first meeting of the Commission, the commissioners shall choose a chairperson from their number. Meetings shall be held at the call of the chairperson or any 2 commissioners. A quorum shall consist three commissioners, and official action by the commission shall require the affirmative vote of three members.

Section 2-8-25-3. The Mayor, with the advice and consent of the City Council, may remove a commissioner in case of incompetency, neglect of duty or malfeasance in office after service on the commissioner by certified mail, return receipt requested, of a copy of the written charges against the commissioner and after providing an opportunity to be heard in person or by counsel upon not less than 10 days' notice. Vacancies shall be filled in the same manner as original appointments.

Section 2-8-25-4. The Commission shall meet as needed or necessary.

Section 2-8-25-5. The Commission shall have the following powers and duties:

- (1) To promulgate procedures and rules governing the performance of its duties and the exercise of its powers.
- (2) Upon receipt of a signed, notarized, written complaint, to investigate, conduct hearings and deliberations, issue recommendations for disciplinary actions, impose fines in accordance with Section 30-1(c) of this Ordinance and, when applicable, refer violations of this Ordinance to the appropriate attorney for prosecution. The Commission shall, however, act only upon the receipt of a written complaint alleging a violation of this Ordinance and not upon its own prerogative.
- (3) To receive information from the public pertaining to its investigations and to require additional information and documents from persons who may have violated the provisions of this Ordinance.
- (4) To compel the attendance of witnesses and to compel the production of books and papers pertinent to an investigation. It is the obligation of all officers and employees of the City of Pekin to cooperate with the Commission during the course of its investigations. Failure or refusal to

cooperate with requests by the Commission shall constitute grounds for discipline or discharge.

- (5) The powers and duties of the Commission are limited to matters clearly within the purview of this Ordinance.

Section 2-8-25-5. Processing of Complaints.

- (1) Complaints alleging a violation of this Ordinance shall be filed with the Ethics Commission.
- (2) Within 3 business days after the receipt of a complaint, the Commission shall send by certified mail, return receipt requested, a notice to the respondent that a complaint has been filed against him or her and a copy of the complaint. The Commission shall send by certified mail, return receipt requested, a confirmation of the receipt of the complaint to the complainant within 3 business days after receipt by the commission. The notices to the respondent and the complainant shall also advise them of the date, time, and place of the meeting to determine the sufficiency of the complaint and to establish whether probable cause exists to proceed.
- (3) Upon not less than 48 hours' public notice, the Commission shall meet to review the sufficiency of the complaint and, if the complaint is deemed sufficient to allege a violation of this Ordinance, to determine whether there is probable cause, based on the evidence presented by the complainant, to proceed. The meeting may be closed to the public to the extent authorized by the Open Meetings Act. The Commission shall issue notice to the complainant and the respondent of the Commission's ruling on the sufficiency of the complaint and, if necessary, on probable cause to proceed within 7 business days after receiving the complaint. If the complaint is deemed sufficient to allege a violation of Division 10 of this Ordinance and there is a determination of probable cause, then the Commission's notice to the parties shall include a hearing date scheduled within 4 weeks after the complaint's receipt. Alternatively, the Commission may elect to notify in writing the attorney designated by the corporate authorities to prosecute such actions and request that the complaint be adjudicated judicially. If the complaint is deemed not sufficient to allege a violation or if there is no determination of probable cause, then the Commission shall send by certified mail, return receipt requested, a notice to the parties of the decision to dismiss the complaint, and that notice shall be made public. If the complaint is deemed sufficient to allege a violation of Division 5 of this Ordinance, then the Commission shall notify in writing the attorney designated by the corporate authorities to prosecute such actions and shall transmit to the attorney the complaint and all additional documents in the custody of the Commission concerning the alleged violation.
- (4) On the scheduled date and upon at least 48 hours' public notice of the meeting, the Commission shall conduct a hearing on the complaint and shall allow both parties the opportunity to present testimony and evidence. The hearing may be closed to the public only if authorized by the Open Meetings Act.
- (5) Within 30 days after the date the hearing or any recessed hearing is concluded, the Commission shall either (i) dismiss the complaint or (ii) issue a recommendation for discipline to the alleged violator and to the City Manager, or impose a fine upon the violator, or both. The particular findings in the case, any recommendation for discipline, and any fine imposed shall be a matter of public information.
- (6) If the hearing was closed to the public, the respondent may file a written demand for a public

hearing on the complaint within 7 business days after the issuance of the recommendation for discipline or imposition of a fine, or both. The filing of the demand shall stay the enforcement of the recommendation or fine. Within 14 days after receiving the demand, the Commission shall conduct a public hearing on the complaint upon at least 48 hours' public notice of the hearing and allow both parties the opportunity to present testimony and evidence. Within 7 days thereafter, the Commission shall publicly issue a final recommendation to the alleged violator and to the officer having authority to discipline the officer or employee or impose a fine upon the violator, or both.

- (7) If a complaint is filed during the 60 days preceding the date of any election at which the respondent is a candidate, the Commission shall render its decision as required under subsection (e) within 7 days after the complaint is filed, and during the 7 days preceding that election, the Commission shall render such decision before the date of that election, if possible.
- (8) A complaint alleging the violation of this Act must be filed within one year after the alleged violation.

DIVISION 30 - PENALTIES

Section 2-8-30-1. Penalties.

- (1) A person who intentionally violates any provision of Division 2 of this Ordinance is subject to a fine in an amount of not less than \$250 and not more than \$750.
- (2) A person who intentionally violates any provision of Division 5 of this Ordinance may be punished by a term of incarceration in a penal institution other than a penitentiary for a period of not more than 364 days, and may be fined in an amount not to exceed \$2,500.
- (3) A person who intentionally violates any provision of Division 10 of this Ordinance is subject to a fine in an amount of not less than \$1,001 and not more than \$5,000.
- (4) In addition to any and all other discipline that may be applicable pursuant to this ordinance, municipal policies, employment agreements, procedures, employee handbooks and/or collective bargaining agreements, any person who violates Division 15 may be subject to a fine of up to \$5,000 per offense, applicable disciplinary actions or discharge by the municipality and any applicable fines and penalties established pursuant to local ordinance, state law or federal law. Each violation may constitute a separate offense. Any discipline imposed by the municipality shall be separate and distinct from any penalty imposed by an ethics commission and any fines or penalties imposed by a court of law or a state or federal agency.
- (5) Any person who intentionally files a frivolous complaint or makes a false report alleging a violation of Division 2, 5, or 10 of this Ordinance to an ethics commission, the local enforcement authorities, the State's Attorney or any other law enforcement official may be punished by a term of incarceration in a penal institution other than a penitentiary for a period of not more than 364 days, and/or may be fined in an amount not to exceed \$2,500.
- (6) A false report regarding sexual harassment is one made by an accuser to accomplish an outcome other than stopping sexual harassment or stopping retaliation for reporting sexual harassment. A false report is not a report made in good faith which cannot be proven. Given the seriousness of the consequences for the accused, a false or frivolous report is a severe offense

that can itself result in disciplinary action. Any person who intentionally makes a false report alleging a violation of any provision of this policy shall be subject to disciplinary action or discharge pursuant to this Ordinance, applicable municipal policies, employment agreements, procedures, employee handbooks and/or collective bargaining agreements. In addition, any person who intentionally makes a false report alleging a violation of any provision of the State Officials and Employees Ethics Act to an ethics commission, or law enforcement official is guilty of a Class A misdemeanor. An ethics commission may levy an administrative fine of up to \$5,000 against any person who intentionally makes a false, frivolous or bad faith allegation.

(7) Prosecution of offenses shall be processed as follows:

- i. A violation of Division 2 of this Ordinance may be addressed by the officer having authority to discipline officers or employees, or, if an Ethics Commission has been created, by the Commission through the designated administrative procedure.
- ii. A violation of Division 5 of this Ordinance shall be prosecuted as a criminal offense by an attorney for the City of Pekin by filing in the circuit court an information, or sworn complaint, charging such offense. The prosecution shall be under and conform to the rules of criminal procedure. Conviction shall require the establishment of the guilt of the defendant beyond a reasonable doubt.
- iii. A violation of Division 10 of this Ordinance may be prosecuted as a quasi-criminal offense by an attorney for the City of Pekin, or, if an Ethics Commission has been created, by the Commission through the designated administrative procedure.

(8) In addition to any other penalty that may be applicable, whether criminal or civil, an officer or employee who intentionally violates any provision of Division 2, Division 5, Division 10, or Division 15 of this Ordinance is subject to discipline or discharge.

SECTION 3: This Ordinance shall be in effect upon its passage, and approval as provided by law.

Sources: *Model Ethics Ordinance*. Illinois Attorney General's Office.
https://illinoisattorneygeneral.gov/government/ethics_ordinance.html

Model Sexual Harassment Policy. Illinois Municipal League.
<https://iml.org/harassmentprevention>

CITY OF PEKIN CODE OF CONDUCT

PREAMBLE

Elected officials of the City of Pekin must follow the highest standards of ethical behavior in the course of their duties, to ensure that public confidence and trust is maintained.

This code of conduct applies to every municipally elected official. Each is responsible for understanding and complying with the Code of Conduct, as well as any other applicable laws and regulations.

1. Use of City Property and Assets.
 - a. Elected officials shall not make use of any property or assets of the City for their own personal gain. In addition, they shall be accountable for insuring that any City property in their care, as part of their duties, is properly secure and protected at all times.
 - b. Elected officials should only use the City's property for activities associated with the discharge of their duties. Facilities such as electronic mail, internal mail and computers, or other electronic equipment provided by the City are provided only for City business and sponsored activities, and must be restricted to those activities.

2. Confidential Information.

Confidential information includes information in possession of the City that the City is either prohibited from disclosing, or is required to refuse to disclose, under the Illinois Freedom of Information Act, or other legislation. The current state law allows information that concerns personnel, labor relations, litigation, property acquisitions or disposition, or other specifically exempted information, to remain confidential. For the purposes of this Code of Conduct, "confidential information" includes this type of information.

- a. No elected official shall disclose or release by any means to any member of the public, any confidential information acquired by virtue of their office, in either oral or written form, except when required by law or authorized by Council to do so.
- b. No elected official shall use confidential information for personal or private gain, or for the gain of relatives, or any person or any other corporation.
- c. If a matter has been properly discussed in closed session, it remains confidential. No elected official shall disclose the content of any such matter, or the substance of deliberations, of an executive session meeting, unless the disclosure has been authorized by the Council.

- d. Members of the council should not access or attempt to gain access to confidential information in the custody of the City, unless it is necessary in the performance of their duties and not prohibited by council policy.

3. Conduct at Council

- a. Council members shall practice civility, professionalism, and decorum in discussions and debate amongst themselves.
- b. Council members shall also refrain from abusive conduct, personal charges, or verbal attacks upon the character or motives of other members of the city council, boards, commissions, committees, staff or the public.

4. Conduct Respecting Staff.

- a. Council members shall show respect for the professional capacities of the staff of the City, and shall treat all staff as professionals.
- b. Council members shall respect and adhere to the provisions and procedures of the City Manager form of government; and their dealings, communication, and interaction with staff shall be in accordance with that structure of government.
- c. In that regard, questions of City staff, and/or requests for additional information shall be directed to the City Manager or the department heads. The City Manager should be copied on or informed of any requests.
- d. City Council members shall not disrupt City Staff on/at their jobs, should not publicly criticize an individual employee, and should not get involved in administrative functions.

5. Conduct With Other Public Agencies.

If a council member appears before another governmental agency or organization to give a statement on an issue, the council member shall clearly state that his or her statement reflects personal opinion, or is the official stance of the City, making clear that distinction.

6. Discreditable Conduct.

All members of the council have a duty to treat members of the public, one another and staff appropriately and without abuse, bullying or intimidation, and to ensure that their work environment is free from discrimination and harassment. The City of Pekin's and State of Illinois Human Rights Code applies to all elected officials.

7. Compliance with the Code of Conduct/Sanctions.

- a. City Council members who breach this code of conduct may be reprimanded or formally censured by the Council.
- b. Serious infractions of the code of conduct may lead to other sanctions as deemed appropriate by the Council, including suspension of the remuneration paid to the member in respect to his or her services as a council member, for a period of up to 90 days.
- c. Alleged violations of the code of conduct shall be referred to the Mayor. The Mayor shall then ask the City Manager to investigate the allegation and report the finding to the Mayor. It is the Mayor's responsibility to determine the next appropriate action. These actions may include, but are not limited to, discussing and counseling the individual on the violations, or recommending sanction to the full Council to consider in a public meeting. In the event of allegations against the Mayor himself, a Mayor Pro Tem shall act in a capacity of the Mayor for purposes of investigation and recommendation with respect to said action.



Code of Ethics and Conduct

For

**City Council Members
and
Appointed Members to
Boards, Commissions &
Committees**

August XX, 2021

THE ATHENIAN OATH

“We will never bring disgrace to this, our city, by any act of dishonesty or cowardice, nor ever desert our suffering comrades in the ranks.

We will fight for the ideals and sacred things of the city, both alone and with many.

We will revere and obey the city’s laws and do our best to incite a like respect and reverence in those around us who are prone to annul or set them at naught.

We will strive unceasingly to quicken the public sense of civic duty.

Thus, in all these ways, we will transmit this city not only not less, but greater and more beautiful than it was transmitted to us.”

This oath is said to be the one taken by young men in ancient Athens as they became citizens.

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PURPOSE

The Pekin City Council adopts this Code of Ethics and Conduct to assure that all elected and appointed officials (hereinafter collectively "Members"), while exercising their office, conduct themselves in a manner that will instill public confidence and trust in the fair operation and integrity of Pekin's City government.

A. ETHICS

The citizens and businesses of Pekin are entitled to have fair, ethical and accountable local government. To this end, the public should have full confidence that their elected and appointed officials:

- Comply with both the letter and spirit of the laws and policies affecting the operations of government;
- Are independent, impartial and fair in their judgment and actions;
- Use their public office for the public good, not for personal gain; and
- Conduct public deliberations and processes openly, unless required by law to be confidential, in an atmosphere of respect and civility.

Therefore, members of the City Council and of all its Boards, Committees and Commissions shall conduct themselves in accordance with the following ethical standards:

1. **Act in the Public Interest.** Recognizing that stewardship of the public interest must be their primary concern, members will work for the common good of the people of Pekin and not for any private or personal interest, and they will assure fair and equal treatment of all persons, claims and transactions coming before them.
2. **Comply with both the spirit and the letter of the Law and City Policy.** Members shall comply with the laws of the nation, the State of Illinois and the City of Pekin in the performance of their public duties.
3. **Conduct of Members.** The professional and personal conduct of members while exercising their office must be above reproach and avoid even the appearance of impropriety. Members shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of Council, Boards, Committees and Commissions, the staff or public.
4. **Respect for Process.** Members shall perform their duties in accordance with the processes and any rules of order established by the City Council.
5. **Conduct at Public Meetings.** Members shall prepare themselves for public issues; listen courteously and attentively to all public discussions before the body; and focus on the business at hand.
6. **Decisions Based on Merit.** Members shall base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations.
7. **Conflict of Interest.** In order to assure their independence and impartiality on behalf of the common good and compliance with conflict of interest laws, members shall use their best efforts to refrain from creating an appearance of impropriety in their actions and decisions. Members shall not use their official positions to influence government decisions in which

they have (a) a material financial interest, (b) an organizational responsibility or personal relationship which may give the appearance of a conflict of interest, or (c) a strong personal bias.

A member who has a potential conflict of interest regarding a particular decision shall disclose the matter to the City Attorney and reasonably cooperate with the City Attorney to analyze the potential conflict. If an obvious conflict exists or there is an appearance of a conflict of interest, a member shall not participate in a decision unless and until he or she has requested and received advice from the City Attorney allowing the member to participate. A member shall diligently pursue obtaining such advice. The member shall provide the Mayor and the City Attorney a copy of any written request or advice, and conform his or her participation to the advice given. In providing assistance to members, the City Attorney represents the City and not individual members.

In accordance with the law, members shall disclose investments, interests in real property, sources of income, and gifts; and if they have a conflict of interest regarding a particular decision, shall not, once the conflict is ascertained, participate in the decision and shall not discuss or comment on the matter in any way to any person including other members unless otherwise permitted by law.

See APPENDIX A for a more detailed outline of Conflict of Interest requirements as required by State law.

8. **Policy Role of Members.** Members shall respect and adhere to the council-manager structure of Pekin City government as outlined in the Pekin City Code. In this structure, the City Council determines the policies of the City with the advice, information and analysis provided by City staff, Boards, Committees and Commissions, and the public. Except as provided by the City Code, members shall not interfere with the administrative functions of the City or the professional duties of City staff; nor shall they impair the ability of staff to implement Council policy decisions.

9. **Political Activity.** No Member shall intentionally:

- (a) perform any prohibited political activity (as defined in Appendix B) during meetings of the City Council or one of its Board, Committees or Commissions;
- (b) use any property or resources of the City of Pekin in connection with any prohibited political activity;
- (c) require any other officer or employee of the City to perform any prohibited political activity (i) as part of that officer or employee's duties, (ii) as a condition of employment, or (iii) during any compensated time off (such as holidays, vacation or personal time off).

Nothing in this Section prohibits activities that are permissible for a Member to engage in as part of his or her official duties, or activities that are undertaken by a member on a voluntary basis which are not prohibited.

See APPENDIX B for a more detailed outline of prohibited political activities, as required by State law.

10. **Advocacy.** Members may advocate their opinions on policy issues before them for consideration at official meetings of the City.

Members may also represent the official policies or positions of the City Council or its Boards, Committees or Commissions to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, members shall explicitly state they do not represent their body or the City of Pekin, nor will they allow the inference that they do.

While Councilmembers and Board, Committee and Commission members have the right to endorse candidates for all elected offices, it is inappropriate to mention or display endorsements during Council meetings, or Board, Committee and Commission meetings, or other official City meetings or events.

11. **Gifts and Favors.** Members shall not take any special advantage of services or opportunities for personal gain, by virtue of their public office that is not available to the public in general. They shall refrain from accepting any gifts, favors or promises of future benefits which might compromise their independence of judgment or action or give the appearance of being compromised.

See APPENDIX B for a more detailed outline of Gift Ban requirements as required by State law.

12. **Confidential Information.** Members must maintain the confidentiality of all written materials and verbal information provided to members which is confidential or privileged. Members shall neither disclose confidential information without proper legal authorization, nor use such information to advance their political, personal, financial or other private interests. Confidential information includes information in possession of the City that the City is either prohibited from disclosing, or is required to refuse to disclose, under the Illinois Freedom of Information Act, or other legislation. Such information includes, but is not limited to, personnel matters, labor relations, litigation, property acquisitions or disposition, or other specifically exempted information, to remain confidential.

- (a) No elected official shall disclose or release by any means to any member of the public, any confidential information acquired by virtue of their office, in either oral or written form, except when required by law or authorized by Council to do so.
- (b) If a matter has been properly discussed in closed session, it remains confidential. No elected official shall disclose the content of any such matter, or the substance of deliberations, of an executive session meeting, unless the disclosure has been authorized by the Council.
- (c) Members of the council should not access or attempt to gain access to confidential information in the custody of the City, unless it is necessary in the performance of their duties and not prohibited by council policy.

13. **Use of Public Resources.** Members shall not use public resources which are not available to the public in general (e.g., City staff time, equipment, supplies or facilities) for private gain or for personal purposes not otherwise authorized by law.

14. **Representation of Private Interests.** In keeping with their role as stewards of the public interest, members of City Council shall not appear on behalf of the private interests of third parties before the Council or any Board, Committee, Commission or proceeding of the City,

nor shall members of Boards, Committees and Commissions appear before their own bodies or before the Council on behalf of the private interests of third parties on matters related to the areas of service of their bodies.

15. **Independence of Boards, Committees and Commissions.** Because of the value of the independent advice of Boards, Committees and Commissions to the public decision-making process, members of Council shall refrain from using their position to unduly influence the deliberations or outcomes of Board, Committee and Commission proceedings.
16. **Positive Work Place Environment.** Members shall support the maintenance of a positive and constructive work place environment for City employees and for citizens and businesses dealing with the City. Members shall recognize their special role in dealings with City employees to in no way create the perception of inappropriate direction to staff.

B. CONDUCT GUIDELINES

The Conduct Guidelines are designed to describe the manner in which elected and appointed officials should treat one another, City staff, constituents, and others they come into contact with while representing the City of Pekin.

1. Elected and Appointed Officials' Conduct with Each Other in Public Meetings

Elected and appointed officials are individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office in order to preserve and protect the present and the future of the community. In all cases, this common goal should be acknowledged even though individuals may not agree on every issue.

(a) *Honor the role of the chair in maintaining order*

It is the responsibility of the chair to keep the comments of members on track during public meetings. Members should honor efforts by the chair to focus discussion on current agenda items. If there is disagreement about the agenda or the chair's actions, those objections should be voiced politely and with reason, following procedures outlined in parliamentary procedure.

(b) *Practice civility and decorum in discussions and debate*

Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of debate by a free democracy in action. Free debate does not require nor justify, however, public officials to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments.

(c) *Avoid personal comments that could offend other members*

If a member is personally offended by the remarks of another member, the offended member should make notes of the actual words used and call for a "point of personal privilege" that challenges the other member to justify or apologize for the language used. The chair will maintain control of this discussion.

(d) *Demonstrate effective problem-solving approaches*

Members have a public stage and have the responsibility to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.

2. **Elected and Appointed Officials' Conduct with the Public in Public Meetings**

Making the public feel welcome is an important part of the democratic process. No signs of partiality, prejudice or disrespect should be evident on the part of individual members toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony.

- (a) *Be welcoming to speakers and treat them with care and gentleness.*
While questions of clarification may be asked, the official's primary role during public testimony is to listen.
- (b) *Be fair and equitable in allocating public hearing time to individual speakers.*
The chair will determine and announce limits on speakers at the start of the public hearing process.
- (c) *Practice active listening*
It is disconcerting to speakers to have members not look at them when they are speaking. It is fine to look down at documents or to make notes, but reading for a long period of time or gazing around the room gives the appearance of disinterest. Members shall try to be conscious of facial expressions, and avoid those that could be interpreted as "smirking," disbelief, anger or boredom.
- (d) *Maintain an open mind*
Members of the public deserve an opportunity to influence the thinking of elected and appointed officials.
- (e) *Ask for clarification, but avoid debate and argument with the public*
Only the chair – not individual members – can interrupt a speaker during a presentation. However, a member can ask the chair for a point of order if the speaker is off the topic or exhibiting behavior or language the member finds disturbing.

3. **Elected and Appointed Officials' Conduct with City staff**

Governance of a City relies on the cooperative efforts of elected officials, who set policy, appointed officials who advise the elected, and City staff who implement and administer the Council's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

- (a) *Treat all staff as professionals*
Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards staff is not acceptable.
- (b) *Interference is Prohibited.*
Under the managerial (city manager) form of government, the power of the city council is purely legislative, except that it is empowered to approve all expenses and liabilities of the municipality. No elected or appointed official shall therefore direct or request the appointment of any person to, or his removal from office by the City Manager or any of his subordinates in the administrative service of the City.

Except for the purpose of seeking information or advice, the Council and its members shall deal with the administrative offices and services solely through the City

Manager. Elected and appointed officials should not disrupt City staff while they are in meetings, on the phone, or engrossed in performing their job functions in order to have their individual needs met. Do not attend City staff meetings unless requested by staff – even if the elected or appointed official does not say anything, his or her presence implies support, shows partiality, may intimidate staff, and hampers staff's ability to do their job objectively. Council members may contact the City Manager or Department Head directly should the seek information out concerning a topic or issue. If making contact with a Department Head, the Council Member shall inform the City Manager of the communication, either through a telephone call or email communication. Elected and appointed members shall not give orders to any subordinate of the City Manager, either publicly or privately, except to request a legal opinion pursuant to Section 2-4-3-3(a) of the City Code.

If an appointed board, committee or commission member seeks information, they should contact the City Manager or the staff member generally assigned to their meetings.

- (c) *Never publicly criticize an individual employee*
Elected and appointed officials should never express concerns about the performance of a City employee in public, to the employee directly, or to the employee's manager. Comments about staff performance should only be made to the City Manager through private correspondence or conversation.
- (d) *Do not get involved in administrative functions*
Elected and appointed officials acting in their individual capacity must not attempt to influence City staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of City licenses and permits.
- (e) *Do not solicit political support from staff*
Elected and appointed officials should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from City staff. City staff may, as private citizens with constitutional rights, support political candidates but all such activities must be done away from the workplace.
- (f) *No Attorney-Client Relationship*
Members shall not seek to establish an attorney-client relationship with the City Attorney, including his or her staff and attorneys contracted to work on behalf of the City. The City Attorney represents the City and not individual members. Members who consult with the City Attorney cannot enjoy or establish an attorney-client relationship with the attorney.

4. **Council Conduct with Boards, Committees, Commissions, or other Governmental Bodies**

The City has established several Boards, Committees and Commissions as a means of gathering more community input. Citizens who serve on Boards, Committees and Commissions become more involved in government and serve as advisors to the City Council. They are a valuable resource to the City's leadership and should be treated with appreciation and respect.

- (a) *If attending a Board, Committee or Commission meeting, be careful to only express personal opinions*
Councilmembers may attend any Board, Committee or Commission meeting, which are always open to any member of the public. However, they should be sensitive to the way their participation – especially, if it is on behalf of an individual, business or developer – could be viewed as unfairly affecting the process. Any public comments by a Councilmember at a Board, Committee or Commission meeting should be clearly made as individual opinion and not a representation of the feelings of the entire City Council.
- (b) *Limit contact with Board, Committee and Commission members to questions of clarification*
It is inappropriate for a Councilmember to contact a Board, Committee or Commission member to lobby on behalf of an individual, business, or developer, and vice versa. It is acceptable for Councilmembers to contact Board, Committee or Commission members in order to clarify a position taken by the Board, Committee or Commission.
- (c) *Respect that Boards, Committees and Commissions serve the community, not individual Councilmembers*
The City Council appoints individuals to serve on Boards, Committees and Commissions, and it is the responsibility of Boards, Committees and Commissions to follow policy established by the Council. But Board, Committee and Commission members do not report to individual Councilmembers, nor should Councilmembers feel they have the power or right to negatively influence Board, Committee and Commission members with removal if they disagree about an issue.
- Appointment and re-appointment to a Board, Committee or Commission should be based on such criteria as expertise, ability to work with staff and the public, and commitment to fulfilling official duties. A Board, Committee or Commission appointment should not be used as a political "reward."
- (d) *Be respectful of diverse opinions*
A primary role of Boards, Committees and Commissions is to represent many points of view in the community and to provide the Council with advice based on a full spectrum of concerns and perspectives. Councilmembers may have a closer working relationship with some individuals serving on Boards, Committees and Commissions, but must be fair and respectful of all citizens serving on Boards, Committees and Commissions.
- (e) *Conduct With Other Public or External Agencies*
If a council member appears before another governmental agency or organization to give a statement on an issue, the council member shall clearly state that his or her statement reflects personal opinion, or is the official stance of the City, making clear that distinction.
- (f) *Keep political support away from public forums*
Board, Committee and Commission members may offer political support to a Councilmember, but not in a public forum while conducting official duties. Conversely, Councilmembers may support Board, Committee and Commission

members who are running for office, but not in an official forum in their capacity as a Councilmember.

C. COMPLIANCE, ENFORCEMENT & SANCTIONS

Any Member found to have violated or to have attempted to violate this Code of Ethics and Conduct shall be subject to the following disciplinary sanctions.

- (a) *Acknowledgement of Code of Ethics and Conduct*
Councilmembers who do not sign an acknowledgement that they have read and understand the Code of Ethics and Conduct shall be ineligible for intergovernmental assignments or Council committee assignments. Board, Committee and Commission members who do not sign an acknowledgement that they have read and understand the Code of Ethics and Conduct are not eligible to hold an appointed position.
- (b) *Ethics Training for Local Officials*
Councilmembers and Board, Committee and Commission Members who are out of compliance with State or City mandated requirements for ethics training shall not represent the City on intergovernmental assignments or Council committees, boards or commissions and may be subject to sanctions.
- (c) *Behavior and Conduct*
The Pekin Code of Ethics and Conduct expresses standards of ethical conduct expected for members of the Pekin City Council, Boards, Committees and Commissions. Members themselves have the primary responsibility to assure that ethical standards are understood and met, and that the public can continue to have full confidence in the integrity of government. The chairs of Boards, Committees and Commissions and the Mayor and Council have the additional responsibility to intervene when actions of members appear to be in violation of the Code of Ethics and Conduct are brought to their attention.

For Councilmembers:

Councilmembers who intentionally and repeatedly do not follow proper conduct may be reprimanded or formally censured by the Council, lose seniority or committee assignments (both within the City of Pekin and with intergovernmental agencies) or other privileges afforded by the Council. Serious infractions of the Code of Ethics and Conduct or the City's Ethics Ordinance could lead to other sanctions as deemed appropriate by the Council, including suspension of the remuneration paid to the member in respect to his or her services as a council member, for a period determined by a supermajority vote of the City Council; and adjudication of violations through the Ethics Commission which could lead to fines and other penalties.

Individual Councilmembers should point out to the offending Councilmember the perceived infractions of the Code of Ethics and Conduct. If the offenses continue, then the matter should be referred to the Mayor in private. If the Mayor is the individual whose actions are being questioned, then the matter should be referred to the Mayor Pro Tem. It is the responsibility of the Mayor (or Mayor Pro Tem) to initiate action if a Councilmember's behavior may warrant sanction. The Mayor may ask the City Manager and City Attorney to investigate the allegation and report the finding to the Mayor. It is the Mayor's responsibility to determine the next appropriate action.

These actions may include, but are not limited to, discussing and counseling the individual on the violations, or recommending sanction to the full Council at a public meeting. In the event of allegations against the Mayor himself, a Mayor Pro Tem shall act in a capacity of the Mayor for purposes of investigation and recommendation with respect to said action. If no action is taken by the Mayor (or Mayor Pro Tem), then the alleged violation(s) can be brought up with the full Council by any council member.

For Board, Committee and Commission Members:

Counseling, verbal reprimands and written warnings may be administered by the Mayor to Board, Committee and Commission members failing to comply with City policy. These lower levels of sanctions shall be kept private to the degree allowed by law. Copies of all written reprimands administered by the Mayor shall be distributed in memo format to the chair of the respective Board, Committee or Commission, the City Clerk, the City Attorney, the City Manager, and the City Council.

The City Council may impose sanctions on Board, Committee and Commission members whose conduct does not comply with the City's policies, up to and including, removal from office. Any form of discipline imposed by Council shall be determined by a majority vote of at least a quorum of the Council at a noticed public meeting and such action shall be preceded by a report to Council with supporting documentation.

When deemed warranted, the Mayor or majority of Council may call for an investigation of Board, Committee or Commission member conduct. Also, should the City Manager or City Attorney believe an investigation is warranted, they shall confer with the Mayor or Council. The Mayor or Council shall ask the City Manager or the City Attorney to investigate the allegation and report the findings.

Ethics Commission Adjudication Option:

Upon receipt of a signed, notarized, written complaint regarding a violation of the City's Ethics Ordinance, the Commission shall investigate the matter and conduct hearings, if necessary. Upon deliberation, the Commission may issue recommendations for disciplinary actions; impose penalties in accordance with Section 2-8-30-1 of the Ethics Ordinance; or refer any violation of Divisions 2, 5, 10 or 15 of the Ethics Ordinance to the appropriate attorney for prosecution, when applicable. The Commission shall, however, act only upon the receipt of a written complaint alleging a violation of this Ordinance and not upon its own prerogative.

These sanctions are alternatives to any other remedy that might otherwise be available to remedy conduct that violates this code or state or federal law. In order to protect and preserve good government, any individual including the City Manager and the City Attorney, who knows or reasonably believes a member acts; intends to act; or refuses to act in a manner that is or may be a violation of law reasonably imputable to the organization, or in a manner which is likely to result in substantial injury to the organization, may report the violation to the appropriate governmental authorities.

D. CONCLUSION

The Code of Ethics and Conduct is intended to be self-enforcing and is an expression of the standards of conduct for members expected by the City. It therefore becomes most effective when members are thoroughly familiar with it and embrace its provisions.

For this reason, this document shall be included in the regular orientations for candidates for City Council and applicants to Board, Committee and Commissions, and newly elected and appointed officials. Members entering office shall affirm to a statement (below) acknowledging they have read and understand the Code of Ethics and Conduct. In addition, the Code of Ethics and Conduct shall be periodically reviewed by the City Council, Boards, Committees and Commissions, and updated as necessary.

E. AFFIRMATION & ACKNOWLEDGEMENT

I have received a copy of the City of Pekin Code of Ethics and Conduct for Councilmembers and Members of Boards, Committees and Commissions.

I have read and been informed about the content, requirements, and expectations of this document and agree to abide by its guidelines.

Signature: _____

Printed Name: _____

Date: _____

APPENDIX A

CONFLICT OF INTEREST PROHIBITIONS

Public officers may not have an interest in contracts with the governmental body they serve, subject to a few, limited exceptions. The common law rules prohibiting interests in contracts by public officers were codified in statutory form and are found in the Illinois Municipal Code and the Public Officer Prohibited Activities Act.

Section 3.1-55-10(a) of the Illinois Municipal Code states: A municipal officer shall not be financially interested directly in the officer's own name or indirectly in the name of any other person, association, trust, or corporation in any contract, work, or business of the municipality, or in the sale of any article whenever the expense, price, or consideration of the contract, work, business, or sale is paid either from the treasury or by an assessment levied by statute or ordinance. A municipal officer shall not be interested, directly or indirectly, in the purchase of any property that (i) belongs to the municipality, (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the municipality. 65 ILCS 5/3.1-55-10(a).

The Public Officer Prohibited Activities Act states: No person holding any office, either by election or appointment under the laws or Constitution of this State, may be in any manner financially interested directly in his own name or indirectly in the name of any other person, association, trust, or corporation, in any contract or the performance of any work in the making or letting of which such officer may be called upon to act or vote. No such officer may represent, either as agent or otherwise, any person, association, trust, or corporation, with respect to any application or bid for any contract or work in regard to which such officer may be called upon to vote. Nor may any such officer take or receive, or offer to take or receive, either directly or indirectly, any money or other thing of value as a gift or bribe or means of influencing his vote or action in his official character.

50 ILCS 105/3(a). Contracts made in violation of the Illinois conflict of interest statutes are void. A public officer who violates a conflict of interest statute is guilty of a Class 4 felony which is punishable by up to three years in prison and a fine of up to \$10,000. In addition, the officer is removed from public office.

STATUTORY CONFLICT OF INTEREST EXCEPTIONS

The conflict of interest statutes include several exceptions to their prohibitions which allow public officers to have a limited interest in contracts. Both the Public Officer Prohibited Activities Act and Municipal Code Section 3.1-55-10 prescribe narrow conditions under which elected or appointed officers may sell goods and services to the public body they serve.

- A. Interested members may provide materials, merchandise, property, services, or labor to the municipality if the contract is with a person, firm, partnership, association, corporation, or cooperative association in which the interested member has less than a 7 ½ % share in the ownership and (1) the interested member publicly discloses the nature and extent of the interest prior to or during deliberations concerning the proposed award of the contract; (2) the interested member abstains from voting on the award of the contract; and (3) those members presently holding office approve the contract by a majority vote. In addition, if the amount of the contract exceeds \$1,500, the contract must be awarded after sealed bids to the lowest responsible bidder or awarded without bidding if the amount is less than \$1,500. The contract may not be awarded if it would cause the aggregate amount of all contracts awarded to the same person, firm, association, partnership, corporation, or cooperative association in the same fiscal year to exceed \$25,000.

- B. Another exception exists when the amount of the contract does not exceed \$2,000 and the award of the contract would not cause the aggregate amount of all contracts awarded to the same person, firm, association, partnership, corporation, or cooperative association in the same fiscal year to exceed \$4,000. Again, the interested member (1) must publicly disclose the nature and extent of the interest prior to or during the deliberations concerning the proposed award of the contract; (2) must abstain from voting on the award of the contract; and (3) the award of the contract must be approved by a majority vote of the governing body of the municipality.
- C. An elected officer may provide goods and services if the contract is with a person, firm, partnership, association, corporation, or cooperative association in which the interested member has less than a 1 % share in the ownership and (1) the interested member publicly discloses the nature and extent of the interest before or during deliberations concerning the proposed award of the contract; (2) the interested member abstains from voting on the award of the contract; and (3) those members presently holding office approve the contract by a majority vote.
- D. Public utility service contracts awarded when one or more members of the governing body are employees of or hold an ownership interest of no more than 7 ½ % in the public utility company are not barred by statute. Moreover, an ownership interest of any size in a public utility company in municipalities of less than 7,500 when the public utility's rates are approved by the Illinois Commerce Commission also are not conflicts of interest.
- E. The officer is not deemed interested if he or she owns or holds an interest of 1% or less through a mutual fund, in a company doing business with the municipality and that company's stock is traded on a nationally recognized securities market.
- F. An officer is not deemed interested if the officer is an employee of a company or owns or holds an interest of 1 % or less in the officer's individual name in a company, or both, that company is involved in the transaction of business with the municipality, and that company's stock is traded on a nationally recognized securities market, provided the interested member (1) publicly discloses the interest before deliberations; (2) refrains from evaluating, recommending, approving, deliberating, or otherwise participating in the negotiation, approval, or both, of the contract, work, or business; (3) abstains from voting on the award of the contract; and (4) the contract is approved by a majority vote of those members currently holding office.
- G. Under Illinois Municipal Code section 3.1-55-10, a contract for deposit of moneys, loans, or other financial services by a governing body with a local bank or local savings and loan association is not prohibited where a member of the governing body is interested in the bank or savings and loan association as an officer or employee or as a holder of less than 7 ½ % of the total ownership interest provided (1) the interested officer publicly discloses the nature and extend of the interest during deliberations; (2) the interested officer does not participate in any deliberations; and (3) the interested officer abstains from voting on the 4 proposed award. A majority of those presently holding office must vote to approve the contract. Consideration and award of contracts with local banks or savings and loans can be made only at regularly scheduled public meetings.

Source: Handout. *Ethics and Conflicts of Interest* – Newly Elected Officials Workshop Presented by Robbins Schwartz Nicholas Lifton & Taylor, LTD. <http://www.iml.org/file.cfm?key=5267>

APPENDIX B

State Official and Employees Ethics Act

The State Official and Employees Ethics Act (the “Act”) was signed into law on November 19, 2003 and significant amendments were adopted effective December 9, 2003. The Act primarily sets standards of conduct for State officers and employees and covers a wide variety of conduct relative to State officers and employees but it also pertains to units of local government (“governmental entities”).

POLITICAL ACTIVITY

Specifically, Section 70-5 of the Act requires governmental entities to adopt an ethics ordinance that is no less restrictive than Sections 5-10 and 5-15 of the Act. Thus, an ethics ordinance adopted by a Governmental Entity in accordance with Section 70-5 will prohibit, among other things:

- employees from intentionally performing any prohibited political activity during any compensated time, including lunch time. Compensated time does not include vacation, personal or compensated time off. 5 ILCS 430/5-15. Prohibited political activities include:
 - Preparing for, organizing, or participating in any political meeting, political rally, political demonstration or other political event.
 - Soliciting contributions, including but not limited to the purchase of, selling, distributing, or receiving payment for tickets for any political fundraiser, political meeting, or other political event.
 - Soliciting, planning the solicitation of, or preparing any document or report regarding anything of value intended as a campaign contribution.
 - Planning, conducting, or participating in a public opinion poll in connection with a campaign for elective office or on behalf of a political organization for political purposes or for or against any referendum question.
 - Surveying or gathering information from potential or actual voters in an election to determine probable vote outcome in connection with a campaign for elective office or on behalf of a political organization for political purposes or for or against any referendum question.
 - Assisting at the polls on election day on behalf of any political organization or candidate for elective office or for or against any referendum question.
 - Soliciting votes on behalf of a candidate for elective office or a political organization or for or against any referendum question or helping in an effort to get voters to the polls.
 - Initiating for circulation, preparing, circulating, reviewing, or filing any petition on behalf of a candidate for elective office or for or against any referendum question.
 - Making contributions on behalf of any candidate for elective office in that capacity or in connection with a campaign for elective office.
 - Preparing or reviewing responses to candidate questionnaires in connection with a campaign for elective office or on behalf of a political organization for political purposes.
 - Distributing, preparing for distribution, or mailing campaign literature, campaign signs, or other campaign material on behalf of any candidate for elective office or for or against any referendum question.
 - Campaigning for any elective office or for or against any referendum question.
 - Managing or working on a campaign for elective office or for or against any referendum question.
 - Serving as a delegate, alternate, or proxy to a political party convention.
 - Participating in any recount or challenge to the outcome of any election, except to the extent that under subsection (d) of Section 6 of Article IV of the Illinois Constitution each

house of the General Assembly shall judge the elections, returns, and qualifications of its members.

Note: Many organizations, including unions, associations and advocacy groups engage in activity of a political nature. However, none of these are a “political organization” as defined by the Act. 5 ILCS 430/1-5.

- employees from intentionally misappropriating any government property or resources by engaging in any prohibited political activity for the benefit of any campaign for elective office or any political organization;
- elected officials, department heads, supervisors or employees from intentionally misappropriating the services of any government employee by requiring the employee to perform any prohibited political activity (i) as part of that employee's duties, (ii) as a condition of employment, or (iii) during any time off that is compensated by the governmental body (such as vacation, personal or compensatory time off);
- employees from being required at any time to participate in any prohibited political activity in consideration for being awarded any additional compensation or employee benefit, in the form of a salary adjustment, bonus, compensatory time off, continued employment, or otherwise; and
- employees from being awarded any additional compensation or employee benefit, in the form of a salary adjustment, bonus, compensatory time off, continued employment, or otherwise, in consideration for the employee's participation in any prohibited political activity.

GIFT BAN

Employees, their spouses and family members living at home may not intentionally solicit or accept gifts from prohibited sources. Employees who receive gifts in violation of the ban should attempt to return them or donate an amount equal to the value of the gift to an appropriate charity. 5 ILCS 430/10-30.

A “gift” is defined as “any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to government employment or the official position of an employee, member, or officer.” 5 ILCS 430/1-5.

A “prohibited source” includes any person or entity: (1) who is seeking official action by the officer or employee or an officer, State agency or other employee who is directing the employee; (2) who does business or seeks to do business with an officer or employee or an officer, State agency or other employee who is directing the employee; (3) who conducts activities regulated by an officer or employee or an officer, State agency or other employee who is directing the employee; (4) who has interests that may be substantially affected by the performance or non-performance of the official duties of the officer or employee; (5) is registered or required to be registered under the Lobbyist Registration Act; or (6) is an agent of, a spouse of, or an immediate family member who is living with a “prohibited source.” 5 ILCS 430/1-5.

Exceptions to the gift ban include:

- gifts available on the same conditions to the general public;

- anything for which market value is paid;
- lawfully made campaign contributions;
- educational material or missions;
- travel expenses for a meeting to discuss business;
- gifts from a relative;
- gifts given on the basis of personal friendship, unless the recipient has reason to believe that, under the circumstances, the gift was provided because of the official position or employment of the recipient or his or her spouse and not because of the personal friendship;
- food or refreshments not exceeding \$75 per person in value on a single calendar day; provided that the food or refreshments are (i) consumed on the premises from which they were purchased or prepared, or (ii) catered.
- food, lodging, transportation or other benefits related to outside business or employment activities;
- intra-governmental and inter-governmental gifts;
- bequests, inheritances, and other transferances at death; and
- any item or items from any one prohibited source during any calendar year having a cumulative total value of less than \$100.00.

Each of the exceptions listed above is mutually exclusive and independent of every other.

Source: Handout. *Ethics and Conflicts of Interest* – Newly Elected Officials Workshop Presented by Robbins Schwartz Nicholas Lifton & Taylor, LTD. <http://www.iml.org/file.cfm?key=5267>



REQUEST FOR COUNCIL ACTION

Agenda Date: July 26, 2021
To: Council Members
From: Josie Esker, City Engineer

AGENDA ITEM: Resolution No. 294-21/22 Award 5th Street Mill & Overlay Project

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: This request is to award the Street Maintenance Section 21-00000-03-GM 5th Street Mill & Overlay to R.A Cullinan and Son, a Division of United Contractors Midwest, Inc. This project is to resurface 5th Street from Washington Street to Derby Street, which was approved in the 2021 Street Maintenance Plan by Resolution No. 198-20/21. The City only received one bid for this project, which has been typical for this type of project due to the limited amount of companies that perform asphalt work in the area. The bid total was \$270,391.85, which is 3% under the Engineer's estimate of \$280,000.00. After reviewing the bid, the unit prices seem reasonable, and responsible therefore it is recommended for award.

FINANCIAL IMPACT:

Requested Amount: \$270,391.85
 Line Item: 240-240-580501
 Budgeted Amount: \$1,242,000.00
 Remaining Funds: \$1,242,000.00

IMPACT IF APPROVED: Contract will be awarded to UCM.

IMPACT IF DENIED: Contract will not be awarded.

ALTERNATIVES: Wait until next year to re-bid the project

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

X	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

7/21/2021

Date:

WHEREAS, the City solicited bids for 5th Street Mill & Overlay Project; and

WHEREAS, a public bid opening was held on July 21, 2021, at which time the City opened and received 1 bid for the project; and

WHEREAS, after the opening of all bids, R.A. Cullinan, a division of United Contractors Midwest was found to be the lowest bidder; and

WHEREAS, the City Council of the City of Pekin finds that the bid from R.A. Cullinan, a division of United Contractors Midwest, 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 R.A. Cullinan, a division of United Contractors Midwest., 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 with R.A. Cullinan, a division of United Contractors Midwest, in substantially the form set forth in Exhibit B attached hereto, with such revisions and modifications as the Mayor and/or City Manager deems 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



Approved Engineer's Estimate	Attended By (IDOT Representative(s))
\$280,000.00	

Bidder's Name	RA Cullinan a division of UCM		
Bidder's Address	121 W Park PO Box 166		
City, State, Zip	Tremont, IL 61568		
Proposal Guarantee			
Terms			

Approved Engineer's Estimate										
Item No.	Item	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total
X4401198	HMA Surface Rem Variable		Sq. Yd.	10050	\$6.0000	\$60,300.00	\$5.3500	\$53,767.50		\$0.00
40600295	Bit Matls Pr Ct		Pounds	8000	\$2.5000	\$20,000.00	\$2.5000	\$20,000.00		\$0.00
40603535	P HMA SC "D" N50		Tons	1250	\$130.0000	\$162,500.00	\$139.5500	\$174,437.50		\$0.00
60255800	Manhole Adjust w New Fram		Each	3	\$2,200.0000	\$6,600.00	\$2,761.6900	\$8,285.07		\$0.00
X7010216	Traffic Control, Complete		L. Sum	1	\$10,600.00 ⁺	\$10,600.00	\$7,101.7800	\$7,101.78		\$0.00
67100100	Mobilization		L. Sum	1	\$20,000.00 ⁺	\$20,000.00	\$6,800.0000	\$6,800.00		\$0.00
Total Bid:						As Read:		\$270,391.85		
						As Calculated:		\$270,391.85		\$0.00
						% Over/Under:		(3.43)%		



Local Public Agency Formal Contract Proposal



COVER SHEET

Proposal Submitted By:

Contractor's Name

R. A. Cullinan & Son, a Div. of UCM, Inc.

Contractor's Address

121 W Park St. PO Box 166

City

Tremont

State

IL

Zip Code

61568

STATE OF ILLINOIS

Local Public Agency

City of Pekin

County

Tazewell

Section Number

21-00000-03-GM

Route(s) (Street/Road Name)

S. 5th Street

Type of Funds

MFT

☐ Proposal Only ☒ Proposal and Plans ☐ Proposal only, plans are separate

Submitted/Approved

For Local Public Agency:

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature

Date

--	--

Submitted/Approved

County Engineer/Superintendent of Highways Date

--	--

For a Municipal Project

Submitted/Approved/Passed

Signature

Date

<i>April A. Eiken</i>	<i>4/19/21</i>
-----------------------	----------------

Official Title

City Engineer

Department of Transportation

Released for bid based on limited review

Regional Engineer Signature

Date

<i>John A. James</i>	<i>062421</i>
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Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

Attachment: Exhibit A - R.A. Cullinan Bid (2701 : Resolution No. 294-21/22 Award 5th Street Mill & Overlay Project)

Local Public Agency	County	Section Number	Router(s) (Street/Road Name)
City of Pekin	Tazewell	21-00000-03-GM	S. 5th Street

NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of the City Clerk

111 S Capitol Street Pekin, IL 61554 until 10:00 AM on 7/21/21
 Address Time Date

Sealed proposals will be opened and read publicly at the office of the City Clerk

111 S. Capitol Street Pekin, IL 61554 at 10:00 AM on 07/21/21
 Address Time Date

DESCRIPTION OF WORK

Location	Project Length
South 5th Street from Washington to Derby Street	2841 feet

Proposed Improvement

Asphalt milling and resurfacing, manhole adjustments, and collateral work.

1. Plans and proposal forms will be available in the office of

The Pekin City Engineer, Josie A. Esker, 111 S. Capitol Street Pekin, IL 61554, jaesker@ci.pekin.il.us
 (309) 478-5399

2. ☒ Prequalification

If checked, the 2 apparent as read low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57) in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and two originals with the IDOT District Office.

3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.

4. The following BLR Forms shall be returned by the bidder to the Awarding Authority

- Local Public Agency Formal Contract Proposal (BLR 12200)
- Schedule of Prices (BLR 12201)
- Proposal Bid Bond (BLR 12230) (if applicable)
- Apprenticeship or Training Program Certification (BLR 12325) (do not use for project with Federal funds)
- Affidavit of Illinois Business Office (BLR 12326) (do not use for project with Federal funds)

5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.

6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in-depth examination. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.

7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.

8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.

9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Pekin	Tazewell	21-00000-03-GM	S. 5th Street

PROPOSAL

1. Proposal of R. A. Cullinan & Son, a Div. of UCM, Inc.
Contractor's Name
121 W Park St. PO Box 166 Tremont, IL 61568
Contractor's Address
2. The plans for the proposed work are those prepared by the City of Pekin
and approved by the Department of Transportation on _____
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within _____ working days or by 10/31/21 unless additional time is granted in accordance with the specifications.
6. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond of check shall be forfeited to the Awarding Authority.
7. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the products of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid may be declared unacceptable if neither a unit price nor a total price is shown.
8. The undersigned submits herewith the schedule of prices on BLR 12201 covering the work to be performed under this contract.
9. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12201, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.
10. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond, if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to City of Pekin
Treasurer of _____
The amount of the check is Bid Bond (_____)

Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more bid proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual bid proposal. If the proposal guaranty check is placed in another bid proposal, state below where it may be found.

The proposal guaranty check will be found in the bid proposal for: Section Number 21-00000-03-GM

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Pekin	Tazewell	21-00000-03-GM	S 5th Street

CONTRACTOR CERTIFICATIONS

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedure established by the appropriate Revenue Act, its liability for the tax or the amount of the tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense, or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation; (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or Local government. No corporation shall be barred from contracting with any unit of State or Local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that, it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative Code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be canceled.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Pekin	Tazewell	21-00000-03-GM	S. 5th Street

SIGNATURES

(If an individual)

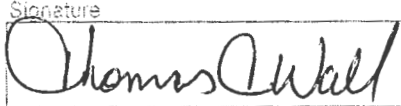
Signature of Bidder		Date
Business Address		
City	State	Zip Code

(If a partnership)

Firm Name		
Signature		Date
Title		
Business Address		
City	State	Zip Code

Insert the Names and Addresses of all Partners

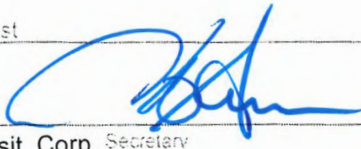
(If a corporation)

Corporate Name		
R. A. Cullinan & Son, a Div. of UCM, Inc.		
Signature		Date
		7/21/21
Title		
Vice President		
Business Address		
121 W Park St. PO Box 166		
City	State	Zip Code
Tremont	IL	61568

Insert Names of Officers

President
Robert W. Bruner

Assit. Corp Secretary



Assit. Corp Secretary

Secretary

Allen D. Cullinan

Treasurer

Allen D. Cullinan



121 West Park St. - P.O. Box 166
Tremont, Illinois 61568

CONCRETE GRAVEL & BITUMINOUS PAVEMENTS
CONCRETE AND STEEL BRIDGES AND CULVERTS
PILE DRIVING - EXCAVATING - DRAINAGE DITCHES

OFFICE PHONE 925-2711
Area Code 309 PEORIA 676-4343
Area Code 309 PEKIN 346-7262
FAX 309-925-7131

Quote To: City of Pekin
111 S. Capitol Street
Pekin, IL 61554
Attn: Josie Esker
Phone: 309-478-5399
Mobile:
Email: jaesker@ci.pekin.il.us

Job Name: Pekin - 5th Street HMA
Section #: 21-00000-03-GM
Date of Plans:
Bid Date: July 21, 2021
FSA: 072121PEK
Addendum:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
40600295	P BIT MATLS TACK CT	8,000.00	LB	2.50	20,000.00
40603535	P HMA SC "D" N50	1,250.00	TON	139.55	174,437.50
60255800	MH ADJ W/ NEW F&G	3.00	EA	2,761.69	8,285.07
67100100	MOBILIZATION	1.00	LS	6,800.00	6,800.00
X4401198	HMA SURF REM VAR DPTH	10,050.00	SY	5.35	53,767.50
X7010216	TRAFFIC CNTRL, COMPLETE	1.00	LS	7,101.78	7,101.78
GRAND TOTAL					270,391.85

NOTES:

Thank you for the opportunity to bid on this project. We look forward to working with you.

R. A. Cullinan & Son
a division of United Contractors Midwest, Inc.

Signed

Thomas A. Wall

Signed

Date

7/21/21

Date

Attachment: Exhibit A - R.A. Cullinan Bid (2701 : Resolution No. 294-21/22 Award 5th Street Mill & Overlay Project)



Illinois Department of Transportation

Schedule of Prices



Contractor's Name

R. A. Cullinan & Son, a Div. of UCM, Inc.

Contractor's Address

121 W Park St. PO Box 166

City

Tremont

State

IL

Zip Code

61568

Local Public Agency

City of Pekin

County

Tazewell

Section Number

21-00000-03-GM

Route(s) (Street/Road Name)

S. 5th Street

Schedule for Multiple Bids

Combination Letter	Section Included in Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications.)

Item Number	Items	Unit	Quantity	Unit Price	Total
40600295	P BIT MATLS TACK CT	POUND	8000		
40603535	P HMA SC "D" N50	TON	1250		
60255800	MANHOLE ADJW NEW F&G	EACH	3		
67100100	MOBILIZATION	L. SUM	1		
X4401198	HMA SURF REM VAR DPTH	SQ. YD.	10050		
X7010216	TRAFFIC CNTRL. COMPLETE	L. SUM	1		
Bidder's Total Proposal					\$0.00

SEE
ATTACHED

- Each pay item should have a unit price and a total price.
- If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern.
- If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
- A bid may be declared unacceptable if neither a unit price or total price is shown.



IL-Springfield
3151 Robbins Rd (62704)
PO Box 13420
Springfield, IL 62791
Phone: 217-546-6192
Fax: 217-546-1904

July 21, 2021

Local Agency: Tazewell County—City of Pekin

United Contractors Midwest, Inc. and all of its divisions request to forego filing the required Affidavit of Availability under 44 IL Administrative Code Section 21-00000-03-GM for S. 5th Street for the local roads letting.

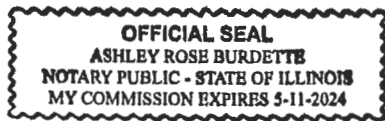
If you have any questions, you may contact Ms. Tara Elston, Illinois Department of Transportation, Springfield, IL. Thank you for your cooperation.

Sincerely,

Thomas T. Wall
Vice President

I, Ashley Burdette, do hereby certify that Thomas T. Wall, who is personally known to me, to be the same person signing the above in my presence.

Given under my hand and Notarial Seal this 21st day of July, 2021,



Notary Public

(SEAL)

ucm.biz

IL-Peoria
121 W. Park Street
PO Box 166
Tremont, IL 61568
309-925-2711

IL-Springfield
3151 Robbins Rd (62704)
PO Box 13420
Springfield, IL 62791
217-546-6192

IL-Winchester
Route 106 West
PO Box 258
Winchester, IL 62694
217-742-3103

IL-Bloomington
1523 Cottage Ave.
PO Box 609
Bloomington, IL 61701
309-827-0091

IL-Galesburg
816 N. Henderson
Galesburg, IL 61402
309-342-4155





Illinois Department of Transportation

Apprenticeship and Training Program Certification



Local Public Agency	County	Street Name/Road Name	Section Number
City of Pekin	Tazewell	S. 5th Street	21-00000-03-GM

All contractors are required to complete the following certification

☒ For this contract proposal or for all bidding groups in this deliver and install proposal

☐ For the following deliver and install bidding groups in this material proposal.

Illinois Department of Transportation policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidder's subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

1. Except as provided in paragraph 4 below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.

2. The undersigned bidder further certifies, for work to be performed by subcontract, that each of its subcontractors either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.

3. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

See Attached

4. Except for any work identified above, if any bidder or subcontractor shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforces and positions of ownership. ☐

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Department at any time before or afterward may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Bidder	Signature	Date
R. A. Cullinan & Son, a Div. of UCM, Inc.		7/21/21
Title		
Vice President		
Address	City	State
121 W Park St. PO Box 166	Tremont	IL
		Zip Code
		61568



IL—Peoria
121 W. Park Street
P.O. Box 166
Tremont, IL 61568
309-925-2711

**RE: Certificate of Registration for
Apprenticeship and Training Programs**

R. A. Cullinan & Son; Illinois Valley Paving; Freesen; Rowe Construction; Gunther Construction; Gunther Underground; State Highway Construction; and River City Supply, are divisions of United Contractors Midwest, Inc. and its subsidiary participating in one or more of the following Apprenticeship and Training Programs:

- 1) Apprenticeship & Skill Improvement - Local 150 Operating Engineers
- 2) Operating Engineers Local 318 Joint Apprenticeship and Training Program
- 3) Operating Engineers Local 520 Apprenticeship Program
- 4) Operating Engineers Local 649 Apprenticeship Fund
- 5) IUOE Local 841 Apprenticeship & Training
- 6) Local 965 Operating Engineer Improvement Committee for Central Illinois
- 7) Illinois Laborers' and Contractor's Training Trust Fund
- 8) Mid-Central Illinois Dist. Council of Carpenters Joint Apprenticeship Training Committee

Local 16	Local 183	Local 347	Local 742
Local 44	Local 189	Local 644	Local 904
Local 63	Local 269	Local 725	Local 1051
- 9) Southern Illinois Dist. Council of Carpenters Joint Apprenticeship Training Committee
- 10) Operative Plasterers and Cement Mason #143 Joint Apprenticeship Training Committee
- 11) Operative Plasterers and Cement Mason #18 Joint Apprenticeship Training Committee
- 12) Operative Plasterers and Cement Mason #539 Joint Apprenticeship Training Committee
- 13) Peoria Ironworkers Joint Apprenticeship Committee
- 14) Bridge, Structural, Ornamental & Reinforcing Ironworkers Local Union No. 112
- 15) Ironworkers Local 48 Joint Apprenticeship Committee Program
- 16) Teamsters Joint Council No. 25 Apprenticeship Program

UCM SUBCONTRACTED WORK TYPE LISTED PER PARAGRAPH "K"

Pavement Striping	Environmental	Hazardous Waste Removal
Bridge Cleaning & Painting	Traffic Control	Waterproof Membrane System
Electrical	Hydro Demolition	Guardrail & Fence
Lime Stabilization	Asbestos Removal	Reflective Crack Control Treatment
Construction Layout	Drilled Shafts	Saw & Sealing Joints
Material Testing	Underground Utilities	Wall Tieback System
Engineering	Dredging	Hauling
Demolition	Landscaping	

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IL—Peoria
121 W. Park Street
P.O. Box 166
Tremont, IL 61568
309-925-2711

IL—Springfield
3151 Robbins Rd. (62704)
P.O. Box 13420
Springfield, IL 62791
217-546-6192

IL—Winchester
Route 106 West
P.O. Box 258
Winchester, IL 62694
217-742-3103

IL—Bloomington
1523 Cottage Ave.
P.O. Box 609
Bloomington, IL 61701
309-827-0091

IL—Galesburg
600 E. Main St.
P.O. Box 1488
Galesburg, IL 61402
309-342-4155





Illinois Department
of Transportation

Affidavit of Illinois Business Office



Local Public Agency	County	Street Name/Road Name	Section Number
City of Pekin	Tazewell	S. 5th Street	21-00000-03-GM

I, Thomas T. Wall of Tremont Illinois
Name of Affiant City of Affiant State of Affiant
 being first duly sworn upon oath state as follows:

1. That I am the Vice President of R. A. Cullinan & Son, a Div. of UCM, Inc.
Officer or Position Bidder
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under the proposal described above, R. A. Cullinan & Son, a Div. of UCM, Inc. will maintain a business office in the
Bidder
 State of Illinois, which will be located in Tazewell County, Illinois.
County
4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(S) of the Illinois Procurement Code.

Signature

Date

Thomas T. Wall

7/21/21

Print Name of Affiant

Thomas T. Wall

Notary Public

State of IL

County Tazewell

Signed (or subscribed or attested) before me on 7/21/21 by
(date)

Thomas T. Wall
(name/s of person/s)

, authorized agent(s) of

R. A. Cullinan & Son, a Div. of UCM, Inc.
Bidder



(SEAL)

Signature of Notary Public

Ashley Rose Burdette

My commission expires 5-11-2024

State of Illinois
Department of Transportation
Bureau of Local Roads and Streets

SPECIAL PROVISION
FOR
INSURANCE

Effective: February 1, 2007
Revised: August 1, 2007

All references to Sections or Articles in this specification shall be construed to mean specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation.

The Contractor shall name the following entities as additional insured under the Contractor's general liability insurance policy in accordance with Article 107.27:

City of Pekin 111 South Capitol Street Pekin, IL 61554

The entities listed above and their officers, employees, and agents shall be indemnified and held harmless in accordance with Article 107.26.



Illinois Department of Transportation

Local Public Agency Proposal Bid Bond



Local Public Agency	County	Section Number
City of Pekin	Tazewell	21-00000-03-GM

WE, R.A. Cullinan & Son, A Division of UCM, Inc. as PRINCIPAL, and Travelers Casualty & Surety Company of America as SURETY, are held jointly, severally and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids, whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LPA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LPA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LPA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LPA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LPA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 21st of July, 2021
Day Month and Year

Principal

Company Name	
R.A. Cullinan & Son, A Division of UCM, Inc.	
Signature	Date
By: <u>Thomas T. Wall</u>	<u>7/21/21</u>
Title	
Thomas T. Wall, Vice President	

Company Name	
Signature	Date
By:	
Title	

(If Principal is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Surety

Name of Surety
Travelers Casualty & Surety Company of America

Signature of Attorney-in-Fact	Date
By: <u>Kathy Betteridge</u>	<u>7/21/21</u>

STATE OF IL
COUNTY OF TAZEWELL

I Amy E. Ries, a Notary Public in and for said county do hereby certify that

Thomas T. Wall and Kathy Betteridge

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 21st day of July, 2021
Day Month and Year



Notary Public Signature
Amy E. Ries
Date commission expires 10/28/21

Attachment: Exhibit A - R.A. Cullinan Bid (2701 : Resolution No. 294-21/22 Award 5th Street Mill & Overlay Project)

Section Number

21-00000-03-GM

ELECTRONIC BID BOND

☐ Electronic bid bond is allowed (box must be checked by LPA if electronic bid bond is allowed)

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LPA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

[illegible]

--

Date _____

--	--

--



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Kathy Betteridge** of **Pekin Illinois**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By:

Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **21st** day of **July**, 2021



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

Attachment: Exhibit A - R.A. Cullinan Bid (2701 : Resolution No. 294-21/22 Award 5th Street Mill & Overlay Project)



Contractor's Name

R.A. Cullinan & Son, a Div. of UCM, Inc.

Contractor's Address

121 W Park Ave. PO Box 166

City

Tremont

State

IL

Zip Code

61568

STATE OF ILLINOIS

Local Public Agency

City of Pekin

County

Tazewell

Section Number

21-00000-03-GM

Street Name/Road Name

5th Street Mill & Overlay

Type of Funds

MFT

☒ CONTRACT BOND (when required)

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

For a Municipal Project

Submitted/Approved/Passed

Signature

Date

Official Title

Mayor

Department of Transportation

☐ Concurrence in approval of award

Regional Engineer Signature

Date

Local Public Agency	Local Street/Road Name	County	Section Number
City of Pekin	5th Street Mill & Overlay	Tazewell	21-00000-03-GM

1. THIS AGREEMENT, made and concluded the _____ day of August 2021 between the City of _____, known as the party of the first part, and R.A. Cullinan & Son, a Div. of UCM, Inc. its successor, and assigns, known as the party of the second part.
2. For and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring this contract, the party of the second part agrees with said party of the first part, at its own proper cost and expense, to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this contract.
3. It is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section 21-00000-03-GM in City of Pekin, approved by the Illinois Department of Transportation on 06/24/21, are essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, the said parties have executed this contract on the date above mentioned.

Attest: The City of Pekin
Local Public Agency Type Name of Local Public Agency

Clerk	Date

(SEAL)

Party of the First Part	Date
By:	

(If a Corporation)

Corporate Name

President, Party of the Second Part	Date
By:	

(SEAL)

(If a Limited Liability Corporation)

LLC Name

Manager or Authorized Member, Party of the Second Part
By:

(If a Partnership)

Partner	Date

Attest:

Secretary	Date

(SEAL)

Partner	Date

Partners doing Business under the firm name of
Party of the Second Part

--

(If an individual)

Party of the Second Part	Date



Local Public Agency	County	Street Name/Road Name	Section Number
City of Pekin	Tazewell	5th St. Mill & Overlay	21-00000-03-GM

Bond information to be returned to Local Public Agency at 111 S. Capitol Street Pekin, IL 61554
Complete Address

We, R.A. Cullinan & Son, a Div. of UCM, Inc.
Contractor's Name and Address

a/an Corporation organized under the laws of the State of Illinois as PRINCIPAL, and
State

Surety Name and Address

as SURETY, are held and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of
two hundred and seventy thousand three hundred and ninety-one and 85/100

Dollars (\$270,391.85) lawful money of the United States, to be paid to said LPA, the payment of which we bind ourselves,
successors and assigns jointly to pay to the LPA this sum under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that the said Principal has entered into a written contract with the LPA acting through its awarding authority for the construction of work on the above sections, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW, THEREFORE, if the said Principal shall perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to it for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LPA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation shall be void otherwise it shall remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective agents this _____ day of _____ .
Day Month and Year

PRINCIPAL

Company Name

By
Signature & Title Date

Attest
Signature & Title Date

Company Name

By
Signature & Title Date

Attest
Signature & Title Date

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF IL

COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

 Notary Name

 Insert name of Individuals signing on behalf of PRINCIPAL

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____
 Day Month, Year

(SEAL)

Notary Public Signature

Date commission expires _____

SURETY

Name of Surety

Title

By:

STATE OF IL

COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

 Notary Name

 Insert name of Individuals signing on behalf of SURETY

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____
 Day Month, Year 2021

(SEAL)

Notary Public Signature

Date commission expires _____

Approved this _____ day of _____
 Day Month, Year 2021

Attest:

Local Public Agency Clerk Signature

Date

Awarding Authority

City of Pekin

Awarding Authority Signature

Date

Municipality

Clerk

Local Public Agency Type



Local Public Agency Formal Contract Proposal



COVER SHEET

Proposal Submitted By:

Contractor's Name

R. A. Cullinan & Son, a Div. of UCM, Inc.

Contractor's Address

121 W Park St. PO Box 166

City

Tremont

State

IL

Zip Code

61568

STATE OF ILLINOIS

Local Public Agency

City of Pekin

County

Tazewell

Section Number

21-00000-03-GM

Route(s) (Street/Road Name)

S. 5th Street

Type of Funds

MFT

☐ Proposal Only ☒ Proposal and Plans ☐ Proposal only, plans are separate

Submitted/Approved

For Local Public Agency:

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature

Date

--	--

Submitted/Approved

County Engineer/Superintendent of Highways Date

--	--

For a Municipal Project

Submitted/Approved/Passed

Signature

Date

	4/19/21
--	---------

Official Title

City Engineer

Department of Transportation

Released for bid based on limited review

Regional Engineer Signature

Date

	062421
--	--------

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

Attachment: Exhibit B - Unexecuted Contract 21-00000-03-GM (2701 : Resolution No. 294-21/22 Award 5th Street Mill & Overlay Project)

Local Public Agency	County	Section Number	Router(s) (Street/Road Name)
City of Pekin	Tazewell	21-00000-03-GM	S. 5th Street

NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of the City Clerk

111 S Capitol Street Pekin, IL 61554 until 10:00 AM on 7/21/21
 Address Time Date

Sealed proposals will be opened and read publicly at the office of the City Clerk

111 S. Capitol Street Pekin, IL 61554 at 10:00 AM on 07/21/21
 Address Time Date

DESCRIPTION OF WORK

Location	Project Length
South 5th Street from Washington to Derby Street	2841 feet

Proposed Improvement

Asphalt milling and resurfacing, manhole adjustments, and collateral work.

1. Plans and proposal forms will be available in the office of

The Pekin City Engineer, Josie A. Esker, 111 S. Capitol Street Pekin, IL 61554, jaesker@ci.pekin.il.us
 (309) 478-5399

2. ☒ Prequalification

If checked, the 2 apparent as read low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57) in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and two originals with the IDOT District Office.

3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.

4. The following BLR Forms shall be returned by the bidder to the Awarding Authority

- Local Public Agency Formal Contract Proposal (BLR 12200)
- Schedule of Prices (BLR 12201)
- Proposal Bid Bond (BLR 12230) (if applicable)
- Apprenticeship or Training Program Certification (BLR 12325) (do not use for project with Federal funds)
- Affidavit of Illinois Business Office (BLR 12326) (do not use for project with Federal funds)

5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.

6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in-depth examination. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.

7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.

8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.

9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Pekin	Tazewell	21-00000-03-GM	S. 5th Street

PROPOSAL

1. Proposal of R. A. Cullinan & Son, a Div. of UCM, Inc.
Contractor's Name
121 W Park St. PO Box 166 Tremont, IL 61568
Contractor's Address
2. The plans for the proposed work are those prepared by the City of Pekin
and approved by the Department of Transportation on _____
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within _____ working days or by 10/31/21 unless additional time is granted in accordance with the specifications.
6. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond of check shall be forfeited to the Awarding Authority.
7. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the products of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid may be declared unacceptable if neither a unit price nor a total price is shown.
8. The undersigned submits herewith the schedule of prices on BLR 12201 covering the work to be performed under this contract.
9. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12201, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.
10. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond, if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to City of Pekin Treasurer of _____.
- The amount of the check is Bid Bond (_____)

Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more bid proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual bid proposal. If the proposal guaranty check is placed in another bid proposal, state below where it may be found.

The proposal guaranty check will be found in the bid proposal for: Section Number 21-00000-03-GM

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Pekin	Tazewell	21-00000-03-GM	S 5th Street

CONTRACTOR CERTIFICATIONS

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedure established by the appropriate Revenue Act, its liability for the tax or the amount of the tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense, or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation; (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or Local government. No corporation shall be barred from contracting with any unit of State or Local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that, it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be canceled.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Pekin	Tazewell	21-00000-03-GM	S. 5th Street

SIGNATURES

(If an individual)

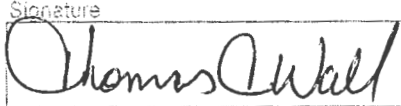
Signature of Bidder		Date
Business Address		
City	State	Zip Code

(If a partnership)

Firm Name		
Signature		Date
Title		
Business Address		
City	State	Zip Code

Insert the Names and Addresses of all Partners

(If a corporation)

Corporate Name		
R. A. Cullinan & Son, a Div. of UCM, Inc.		
Signature		Date
		7/21/21
Title		
Vice President		
Business Address		
121 W Park St. PO Box 166		
City	State	Zip Code
Tremont	IL	61568

Insert Names of Officers

President
Robert W. Bruner

Assit. Corp Secretary



Assit. Corp Secretary

Secretary

Allen D. Cullinan

Treasurer

Allen D. Cullinan



121 West Park St. - P.O. Box 166
Tremont, Illinois 61568

CONCRETE GRAVEL & BITUMINOUS PAVEMENTS
CONCRETE AND STEEL BRIDGES AND CULVERTS
PILE DRIVING - EXCAVATING - DRAINAGE DITCHES

OFFICE PHONE 925-2711
Area Code 309 PEORIA 676-4343
Area Code 309 PEKIN 346-7262
FAX 309-925-7131

Quote To: City of Pekin
111 S. Capitol Street
Pekin, IL 61554
Attn: Josie Esker
Phone: 309-478-5399
Mobile:
Email: jaesker@ci.pekin.il.us

Job Name: Pekin - 5th Street HMA
Section #: 21-00000-03-GM
Date of Plans:
Bid Date: July 21, 2021
FSA: 072121PEK
Addendum:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
40600295	P BIT MATLS TACK CT	8,000.00	LB	2.50	20,000.00
40603535	P HMA SC "D" N50	1,250.00	TON	139.55	174,437.50
60255800	MH ADJ W/ NEW F&G	3.00	EA	2,761.69	8,285.07
67100100	MOBILIZATION	1.00	LS	6,800.00	6,800.00
X4401198	HMA SURF REM VAR DPTH	10,050.00	SY	5.35	53,767.50
X7010216	TRAFFIC CNTRL, COMPLETE	1.00	LS	7,101.78	7,101.78
GRAND TOTAL					270,391.85

NOTES:

Thank you for the opportunity to bid on this project. We look forward to working with you.

R. A. Cullinan & Son
a division of United Contractors Midwest, Inc.

Signed

Thomas A. Wall

Signed

Date

7/21/21

Date

Attachment: Exhibit B - Unexecuted Contract 21-00000-03-GM (2701 : Resolution No. 294-21/22 Award 5th Street Mill & Overlay Project)



Illinois Department of Transportation

Schedule of Prices



Contractor's Name

R. A. Cullinan & Son, a Div. of UCM, Inc.

Contractor's Address

121 W Park St. PO Box 166

City

Tremont

State

IL

Zip Code

61568

Local Public Agency

City of Pekin

County

Tazewell

Section Number

21-00000-03-GM

Route(s) (Street/Road Name)

S. 5th Street

Schedule for Multiple Bids

Combination Letter	Section Included in Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications.)

Item Number	Items	Unit	Quantity	Unit Price	Total
40600295	P BIT MATLS TACK CT	POUND	8000		
40603535	P HMA SC "D" N50	TON	1250		
60255800	MANHOLE ADJW NEW F&G	EACH	3		
67100100	MOBILIZATION	L. SUM	1		
X4401198	HMA SURF REM VAR DPTH	SQ. YD.	10050		
X7010216	TRAFFIC CNTRL. COMPLETE	L. SUM	1		
Bidder's Total Proposal					\$0.00

SEE
ATTACHED

- Each pay item should have a unit price and a total price.
- If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern.
- If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
- A bid may be declared unacceptable if neither a unit price or total price is shown.



IL-Springfield
3151 Robbins Rd (62704)
PO Box 13420
Springfield, IL 62791
Phone: 217-546-6192
Fax: 217-546-1904

July 21, 2021

Local Agency: Tazewell County—City of Pekin

United Contractors Midwest, Inc. and all of its divisions request to forego filing the required Affidavit of Availability under 44 IL Administrative Code Section 21-00000-03-GM for S. 5th Street for the local roads letting.

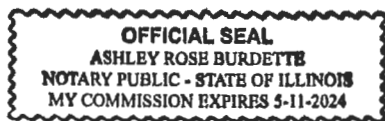
If you have any questions, you may contact Ms. Tara Elston, Illinois Department of Transportation, Springfield, IL. Thank you for your cooperation.

Sincerely,

Thomas T. Wall
Vice President

I, Ashley Burdette, do hereby certify that Thomas T. Wall, who is personally known to me, to be the same person signing the above in my presence.

Given under my hand and Notarial Seal this 21st day of July, 2021,



Notary Public

(SEAL)

ucm.biz

IL-Peoria
121 W. Park Street
PO Box 166
Tremont, IL 61568
309-925-2711

IL-Springfield
3151 Robbins Rd (62704)
PO Box 13420
Springfield, IL 62791
217-546-6192

IL-Winchester
Route 106 West
PO Box 258
Winchester, IL 62694
217-742-3103

IL-Bloomington
1523 Cottage Ave.
PO Box 609
Bloomington, IL 61701
309-827-0091

IL-Galesburg
816 N. Henderson
Galesburg, IL 61402
309-342-4155





Illinois Department
of Transportation

Apprenticeship and Training Program Certification



Local Public Agency	County	Street Name/Road Name	Section Number
City of Pekin	Tazewell	S. 5th Street	21-00000-03-GM

All contractors are required to complete the following certification

☒ For this contract proposal or for all bidding groups in this deliver and install proposal

☐ For the following deliver and install bidding groups in this material proposal.

Illinois Department of Transportation policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidder's subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

1. Except as provided in paragraph 4 below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
2. The undersigned bidder further certifies, for work to be performed by subcontract, that each of its subcontractors either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.
3. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

See Attached

4. Except for any work identified above, if any bidder or subcontractor shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforces and positions of ownership. ☐

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Department at any time before or afterward may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Bidder	Signature	Date
R. A. Cullinan & Son, a Div. of UCM, Inc.		7/21/21
Title		
Vice President		
Address	City	State
121 W Park St. PO Box 166	Tremont	IL
		Zip Code
		61568



IL—Peoria
121 W. Park Street
P.O. Box 166
Tremont, IL 61568
309-925-2711

**RE: Certificate of Registration for
Apprenticeship and Training Programs**

R. A. Cullinan & Son; Illinois Valley Paving; Freesen; Rowe Construction; Gunther Construction; Gunther Underground; State Highway Construction; and River City Supply, are divisions of United Contractors Midwest, Inc. and its subsidiary participating in one or more of the following Apprenticeship and Training Programs:

- 1) Apprenticeship & Skill Improvement - Local 150 Operating Engineers
- 2) Operating Engineers Local 318 Joint Apprenticeship and Training Program
- 3) Operating Engineers Local 520 Apprenticeship Program
- 4) Operating Engineers Local 649 Apprenticeship Fund
- 5) IUOE Local 841 Apprenticeship & Training
- 6) Local 965 Operating Engineer Improvement Committee for Central Illinois
- 7) Illinois Laborers' and Contractor's Training Trust Fund
- 8) Mid-Central Illinois Dist. Council of Carpenters Joint Apprenticeship Training Committee

Local 16	Local 183	Local 347	Local 742
Local 44	Local 189	Local 644	Local 904
Local 63	Local 269	Local 725	Local 1051
- 9) Southern Illinois Dist. Council of Carpenters Joint Apprenticeship Training Committee
- 10) Operative Plasterers and Cement Mason #143 Joint Apprenticeship Training Committee
- 11) Operative Plasterers and Cement Mason #18 Joint Apprenticeship Training Committee
- 12) Operative Plasterers and Cement Mason #539 Joint Apprenticeship Training Committee
- 13) Peoria Ironworkers Joint Apprenticeship Committee
- 14) Bridge, Structural, Ornamental & Reinforcing Ironworkers Local Union No. 112
- 15) Ironworkers Local 48 Joint Apprenticeship Committee Program
- 16) Teamsters Joint Council No. 25 Apprenticeship Program

UCM SUBCONTRACTED WORK TYPE LISTED PER PARAGRAPH "K"

Pavement Striping	Environmental	Hazardous Waste Removal
Bridge Cleaning & Painting	Traffic Control	Waterproof Membrane System
Electrical	Hydro Demolition	Guardrail & Fence
Lime Stabilization	Asbestos Removal	Reflective Crack Control Treatment
Construction Layout	Drilled Shafts	Saw & Sealing Joints
Material Testing	Underground Utilities	Wall Tieback System
Engineering	Dredging	Hauling
Demolition	Landscaping	

ucm.biz

IL—Peoria
121 W. Park Street
P.O. Box 166
Tremont, IL 61568
309-925-2711

IL—Springfield
3151 Robbins Rd. (62704)
P.O. Box 13420
Springfield, IL 62791
217-546-6192

IL—Winchester
Route 106 West
P.O. Box 258
Winchester, IL 62694
217-742-3103

IL—Bloomington
1523 Cottage Ave.
P.O. Box 609
Bloomington, IL 61701
309-827-0091

IL—Galesburg
600 E. Main St.
P.O. Box 1488
Galesburg, IL 61402
309-342-4155





Illinois Department
of Transportation

Affidavit of Illinois Business Office



Local Public Agency	County	Street Name/Road Name	Section Number
City of Pekin	Tazewell	S. 5th Street	21-00000-03-GM

I, Thomas T. Wall of Tremont Illinois
Name of Affiant City of Affiant State of Affiant
 being first duly sworn upon oath state as follows:

1. That I am the Vice President of R. A. Cullinan & Son, a Div. of UCM, Inc.
Officer or Position Bidder
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under the proposal described above, R. A. Cullinan & Son, a Div. of UCM, Inc. will maintain a business office in the
Bidder
 State of Illinois, which will be located in Tazewell County, Illinois.
County
4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(S) of the Illinois Procurement Code.

Signature

Date

Thomas T. Wall

7/21/21

Print Name of Affiant

Thomas T. Wall

Notary Public

State of IL

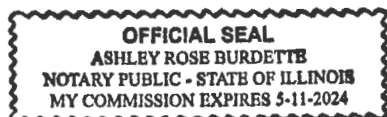
County Tazewell

Signed (or subscribed or attested) before me on 7/21/21 by
(date)

Thomas T. Wall
(name/s of person/s)

, authorized agent(s) of

R. A. Cullinan & Son, a Div. of UCM, Inc.
Bidder



(SEAL)

Signature of Notary Public

Ashley Rose Burdette

My commission expires 5-11-2024

State of Illinois
Department of Transportation
Bureau of Local Roads and Streets

SPECIAL PROVISION
FOR
INSURANCE

Effective: February 1, 2007
Revised: August 1, 2007

All references to Sections or Articles in this specification shall be construed to mean specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation.

The Contractor shall name the following entities as additional insured under the Contractor's general liability insurance policy in accordance with Article 107.27:

City of Pekin 111 South Capitol Street Pekin, IL 61554

The entities listed above and their officers, employees, and agents shall be indemnified and held harmless in accordance with Article 107.26.



Illinois Department of Transportation

Local Public Agency Proposal Bid Bond



Local Public Agency	County	Section Number
City of Pekin	Tazewell	21-00000-03-GM

WE, R.A. Cullinan & Son, A Division of UCM, Inc. as PRINCIPAL, and Travelers Casualty & Surety Company of America as SURETY, are held jointly, severally and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids, whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LPA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LPA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LPA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LPA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LPA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 21st of July, 2021
Day Month and Year

Principal

Company Name	
R.A. Cullinan & Son, A Division of UCM, Inc.	
Signature	Date
By:	7/21/21
Title	
Thomas T. Wall, Vice President	

Company Name	
Signature	Date
By:	
Title	

(If Principal is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Surety

Name of Surety
Travelers Casualty & Surety Company of America

Signature of Attorney-in-Fact	Date
By:	7/21/21

STATE OF IL
COUNTY OF TAZEWELL

I Amy E. Ries, a Notary Public in and for said county do hereby certify that

Thomas T. Wall and Kathy Betteridge

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 21st day of July, 2021
Day Month and Year



Notary Public Signature

Date commission expires 10/28/21

Section Number

21-00000-03-GM

ELECTRONIC BID BOND

☐ Electronic bid bond is allowed (box must be checked by LPA if electronic bid bond is allowed)

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LPA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

[illegible]

--

Date _____

--

--



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Kathy Betteridge** of **Pekin Illinois**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **21st** day of **July**, 2021



Kevin E. Hughes
 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2021

This index contains a listing of SUPPLEMENTAL SPECIFICATIONS, frequently used RECURRING SPECIAL PROVISIONS, and LOCAL ROADS AND STREET RECURRING SPECIAL PROVISIONS.

ERRATA Standard Specifications for Road and Bridge Construction
(Adopted 4-1-16) (Revised 1-1-21)

SUPPLEMENTAL SPECIFICATIONS

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109 Measurement and Payment	3
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404 Micro-Surfacing and Slurry Sealing	6
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Check Sheet for Recurring Special Provisions



Local Public Agency

City of Pekin

County

Tazewell

Section Number

21-00000-03-GM

The Following Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

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Attachment: Exhibit B - Unexecuted Contract 21-00000-03-GM (2701 : Resolution No. 294-21/22 Award 5th Street Mill & Overlay Project)

Local Public Agency

County

Section Number

City of Pekin

Tazewell

21-00000-03-GM

The Following Local Roads And Streets Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

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LRS 6	☒ Bidding Requirements and Conditions for Contract Proposals	209
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Attachment: Exhibit B - Unexecuted Contract 21-00000-03-GM (2701 : Resolution No. 294-21/22 Award 5th Street Mill & Overlay Project)

BDE SPECIAL PROVISIONS
For the April 23 and June 11, 2021 Lettings

The following special provisions indicated by a "check mark" are applicable to this contract and will be included by the Project Coordination and Implementation Section of the BD&E. An * indicates a new or revised special provision for the letting.

File Name	#		Special Provision Title	Effective	Revised
80099	1	☐	Accessible Pedestrian Signals (APS)	April 1, 2003	April 1, 2020
80274	2	☐	Aggregate Subgrade Improvement	April 1, 2012	April 1, 2016
80192	3	☐	Automated Flagger Assistance Device	Jan. 1, 2008	
80173	4	☐	Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2017
80426	5	☐	Bituminous Surface Treatment with Fog Seal	Jan. 1, 2020	
80436	6	☐	Blended Finely Divided Minerals	April 1, 2021	
80241	7	☐	Bridge Demolition Debris	July 1, 2009	
50261	8	☐	Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50481	9	☐	Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50491	10	☐	Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50531	11	☐	Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	April 1, 2010
80425	12	☐	Cape Seal	Jan. 1, 2020	Jan. 1, 2021
80384	13	☒	Compensable Delay Costs	June 2, 2017	April 1, 2019
80198	14	☐	Completion Date (via calendar days)	April 1, 2008	
80199	15	☐	Completion Date (via calendar days) Plus Working Days	April 1, 2008	
80293	16	☐	Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5 Feet	April 1, 2012	July 1, 2016
80311	17	☐	Concrete End Sections for Pipe Culverts	Jan. 1, 2013	April 1, 2016
80261	18	☐	Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
80387	19	☐	Contrast Preformed Plastic Pavement Marking	Nov. 1, 2017	
80434	20	☐	Corrugated Plastic Pipe (Culvert and Storm Sewer)	Jan. 1, 2021	
80029	21	☐	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	March 2, 2019
80402	22	☒	Disposal Fees	Nov. 1, 2018	
80378	23	☐	Dowel Bar Inserters	Jan. 1, 2017	Jan. 1, 2018
80421	24	☐	Electric Service Installation	Jan. 1, 2020	
80415	25	☒	Emulsified Asphalts	Aug. 1, 2019	
80423	26	☐	Engineer's Field Office and Laboratory	Jan. 1, 2020	
80229	27	☐	Fuel Cost Adjustment	April 1, 2009	Aug. 1, 2017
80417	28	☐	Geotechnical Fabric for Pipe Underdrains and French Drains	Nov. 1, 2019	
80420	29	☐	Geotextile Retaining Walls	Nov. 1, 2019	
80433	30	☐	Green Preformed Thermoplastic Pavement Markings	Jan. 1, 2021	
80304	31	☐	Grooving for Recessed Pavement Markings	Nov. 1, 2012	Nov. 1, 2020
80422	32	☐	High Tension Cable Median Barrier	Jan. 1, 2020	Nov. 1, 2020
80416	33	☒	Hot-Mix Asphalt – Binder and Surface Course	July 2, 2019	Nov. 1, 2019
80398	34	☐	Hot-Mix Asphalt – Longitudinal Joint Sealant	Aug. 1, 2018	Nov. 1, 2019
80406	35	☐	Hot-Mix Asphalt – Mixture Design Verification and Production (Modified for I-FIT)	Jan. 1, 2019	Jan. 2, 2021
80347	36	☐	Hot-Mix Asphalt – Pay for Performance Using Percent Within Limits – Jobsite Sampling	Nov. 1, 2014	July 2, 2019
80383	37	☐	Hot-Mix Asphalt – Quality Control for Performance	April 1, 2017	July 2, 2019
80411	38	☐	Luminaires, LED	April 1, 2019	
80393	39	☐	Manholes, Valve Vaults, and Flat Slab Tops	Jan. 1, 2018	March 1, 2019
80045	40	☐	Material Transfer Device	June 15, 1999	Aug. 1, 2014
80418	41	☐	Mechanically Stabilized Earth Retaining Walls	Nov. 1, 2019	Nov. 1, 2020
80424	42	☐	Micro-Surfacing and Slurry Sealing	Jan. 1, 2020	Jan. 1, 2021
80428	43	☒	Mobilization	April 1, 2020	
80412	44	☐	Obstruction Warning Luminaires, LED	Aug. 1, 2019	
80430	45	☐	Portland Cement Concrete – Haul Time	July 1, 2020	
80359	46	☐	Portland Cement Concrete Bridge Deck Curing	April 1, 2015	Nov. 1, 2019

Attachment: Exhibit B - Unexecuted Contract 21-00000-03-GM (2701 : Resolution No. 294-21/22 Award 5th Street Mill & Overlay Project)

80431	47	☐	Portland Cement Concrete Pavement Patching	July 1, 2020	
80432	48	☐	Portland Cement Concrete Pavement Placement	July 1, 2020	
80300	49	☐	Preformed Plastic Pavement Marking Type D - Inlaid	April 1, 2012	April 1, 2016
34261	50	☐	Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
80157	51	☐	Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	
80306	52	☒	Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS)	Nov. 1, 2012	Jan. 2, 2021
80407	53	☒	Removal and Disposal of Regulated Substances	Jan. 1, 2019	Jan. 1, 2020
80419	54	☐	Silt Fence, Inlet Filters, Ground Stabilization and Riprap Filter Fabric	Nov. 1, 2019	April 1, 2020
80395	55	☐	Sloped Metal End Section for Pipe Culverts	Jan. 1, 2018	
80340	56	☐	Speed Display Trailer	April 2, 2014	Jan. 1, 2017
80127	57	☐	Steel Cost Adjustment	April 2, 2004	Aug. 1, 2017
80408	58	☐	Steel Plate Beam Guardrail Manufacturing	Jan. 1, 2019	
80413	59	☐	Structural Timber	Aug. 1, 2019	
80397	60	☐	Subcontractor and DBE Payment Reporting	April 2, 2018	
80391	61	☒	Subcontractor Mobilization Payments	Nov. 2, 2017	April 1, 2019
* 80437	62	☐	Submission of Payroll Records	April 1, 2021	
* 80435	63	☐	Surface Testing of Pavements – IRI	Jan. 1, 2021	April 1, 2021
80298	64	☐	Temporary Pavement Marking	April 1, 2012	April 1, 2017
80409	65	☒	Traffic Control Devices - Cones	Jan. 1, 2019	
80410	66	☐	Traffic Spotters	Jan. 1, 2019	
20338	67	☐	Training Special Provisions	Oct. 15, 1975	
80318	68	☐	Traversable Pipe Grate for Concrete End Sections	Jan. 1, 2013	Jan. 1, 2018
80429	69	☐	Ultra-Thin Bonded Wearing Course	April 1, 2020	
80288	70	☐	Warm Mix Asphalt	Jan. 1, 2012	April 1, 2016
80302	71	☐	Weekly DBE Trucking Reports	June 2, 2012	April 2, 2015
80414	72	☐	Wood Fence Sight Screen	Aug. 1, 2019	April 1, 2020
80427	73	☒	Work Zone Traffic Control Devices	Mar. 2, 2020	
80071	74	☐	Working Days	Jan. 1, 2002	

The following special provisions are in the 2021 Supplemental Specifications and Recurring Special Provisions.

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location(s)</u>	<u>Effective</u>	<u>Revised</u>
80277	Concrete Mix Design – Department Provided	Check Sheet #37	Jan. 1, 2012	April 1, 2016
80405	Elastomeric Bearings	Article 1083.01	Jan. 1, 2019	
80388	Equipment Parking and Storage	Article 701.11	Nov. 1, 2017	
80165	Moisture Cured Urethane Paint System	Article 1008.06	Nov. 1, 2006	Jan. 1, 2010
80349	Pavement Marking Blackout Tape	Articles 701.04, 701.19(f), 701.20(j) and 1095.06	Nov. 1, 2014	April 1, 2016
80371	Pavement Marking Removal	Articles 783.02-783.04, 783.06 and 1101.13	July 1, 2016	
80389	Portland Cement Concrete	Article 1020.04 Table 1 and Note 4	Nov. 1, 2017	
80403	Traffic Barrier Terminal, Type 1 Special	Articles 631.04 and 631.12	Nov. 1, 2018	

The following special provisions have been deleted from use.

<u>File Name</u>	<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
80317	Surface Testing of Hot-Mix Asphalt Overlays	Jan. 1, 2013	Aug. 1, 2019

The following special provisions require additional information from the designer. The additional information needs to be submitted as a separate document. The Project Coordination and Implementation section will then include the information in the applicable special provision.

- Bridge Demolition Debris
- Building Removal - Case I
- Building Removal – Case II
- Building Removal - Case III
- Building Removal-Case IV
- Completion Date
- Completion Date Plus Working Days
- DBE Participation
- Material Transfer Device
- Railroad Protective Liability Insurance
- Training Special Provisions
- Working Days

COMPENSABLE DELAY COSTS (BDE)

Effective: June 2, 2017

Revised: April 1, 2019

Revise Article 107.40(b) of the Standard Specifications to read:

“(b) Compensation. Compensation will not be allowed for delays, inconveniences, or damages sustained by the Contractor from conflicts with facilities not meeting the above definition; or if a conflict with a utility in an unanticipated location does not cause a shutdown of the work or a documentable reduction in the rate of progress exceeding the limits set herein. The provisions of Article 104.03 notwithstanding, compensation for delays caused by a utility in an unanticipated location will be paid according to the provisions of this Article governing minor and major delays or reduced rate of production which are defined as follows.

- (1) Minor Delay. A minor delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two hours, but not to exceed two weeks.
- (2) Major Delay. A major delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two weeks.
- (3) Reduced Rate of Production Delay. A reduced rate of production delay occurs when the rate of production on the work in conflict with the utility in an unanticipated location decreases by more than 25 percent and lasts longer than seven calendar days.”

Revise Article 107.40(c) of the Standard Specifications to read:

“(c) Payment. Payment for Minor, Major, and Reduced Rate of Production Delays will be made as follows.

- (1) Minor Delay. Labor idled which cannot be used on other work will be paid for according to Article 109.04(b)(1) and (2) for the time between start of the delay and the minimum remaining hours in the work shift required by the prevailing practice in the area.

Equipment idled which cannot be used on other work, and which is authorized to standby on the project site by the Engineer, will be paid for according to Article 109.04(b)(4).

- (2) Major Delay. Labor will be the same as for a minor delay.

Equipment will be the same as for a minor delay, except Contractor-owned equipment will be limited to two weeks plus the cost of move-out to either the

Contractor's yard or another job and the cost to re-mobilize, whichever is less. Rental equipment may be paid for longer than two weeks provided the Contractor presents adequate support to the Department (including lease agreement) to show retaining equipment on the job is the most economical course to follow and in the public interest.

- (3) Reduced Rate of Production Delay. The Contractor will be compensated for the reduced productivity for labor and equipment time in excess of the 25 percent threshold for that portion of the delay in excess of seven calendar days. Determination of compensation will be in accordance with Article 104.02, except labor and material additives will not be permitted.

Payment for escalated material costs, escalated labor costs, extended project overhead, and extended traffic control will be determined according to Article 109.13."

Revise Article 108.04(b) of the Standard Specifications to read:

"(b) No working day will be charged under the following conditions.

- (1) When adverse weather prevents work on the controlling item.
- (2) When job conditions due to recent weather prevent work on the controlling item.
- (3) When conduct or lack of conduct by the Department or its consultants, representatives, officers, agents, or employees; delay by the Department in making the site available; or delay in furnishing any items required to be furnished to the Contractor by the Department prevents work on the controlling item.
- (4) When delays caused by utility or railroad adjustments prevent work on the controlling item.
- (5) When strikes, lock-outs, extraordinary delays in transportation, or inability to procure critical materials prevent work on the controlling item, as long as these delays are not due to any fault of the Contractor.
- (6) When any condition over which the Contractor has no control prevents work on the controlling item."

Revise Article 109.09(f) of the Standard Specifications to read:

- "(f) Basis of Payment. After resolution of a claim in favor of the Contractor, any adjustment in time required for the work will be made according to Section 108. Any adjustment in the costs to be paid will be made for direct labor, direct materials, direct equipment, direct jobsite overhead, direct offsite overhead, and other direct costs allowed by the resolution. Adjustments in costs will not be made for interest charges, loss of anticipated profit, undocumented loss of efficiency, home office overhead and unabsorbed overhead

other than as allowed by Article 109.13, lost opportunity, preparation of claim expenses and other consequential indirect costs regardless of method of calculation.

The above Basis of Payment is an essential element of the contract and the claim cost recovery of the Contractor shall be so limited.”

Add the following to Section 109 of the Standard Specifications.

“109.13 Payment for Contract Delay. Compensation for escalated material costs, escalated labor costs, extended project overhead, and extended traffic control will be allowed when such costs result from a delay meeting the criteria in the following table.

Contract Type	Cause of Delay	Length of Delay
Working Days	Article 108.04(b)(3) or Article 108.04(b)(4)	No working days have been charged for two consecutive weeks.
Completion Date	Article 108.08(b)(1) or Article 108.08(b)(7)	The Contractor has been granted a minimum two week extension of contract time, according to Article 108.08.

Payment for each of the various costs will be according to the following.

- (a) Escalated Material and/or Labor Costs. When the delay causes work, which would have otherwise been completed, to be done after material and/or labor costs have increased, such increases will be paid. Payment for escalated material costs will be limited to the increased costs substantiated by documentation furnished by the Contractor. Payment for escalated labor costs will be limited to those items in Article 109.04(b)(1) and (2), except the 35 percent and 10 percent additives will not be permitted.
- (b) Extended Project Overhead. For the duration of the delay, payment for extended project overhead will be paid as follows.
 - (1) Direct Jobsite and Offsite Overhead. Payment for documented direct jobsite overhead and documented direct offsite overhead, including onsite supervisory and administrative personnel, will be allowed according to the following table.

Original Contract Amount	Supervisory and Administrative Personnel
Up to \$5,000,000	One Project Superintendent
Over \$ 5,000,000 - up to \$25,000,000	One Project Manager, One Project Superintendent or Engineer, and One Clerk
Over \$25,000,000 - up to \$50,000,000	One Project Manager, One Project Superintendent, One Engineer, and

	One Clerk
Over \$50,000,000	One Project Manager, Two Project Superintendents, One Engineer, and One Clerk

(2) Home Office and Unabsorbed Overhead. Payment for home office and unabsorbed overhead will be calculated as 8 percent of the total delay cost.

(c) Extended Traffic Control. Traffic control required for an extended period of time due to the delay will be paid for according to Article 109.04.

When an extended traffic control adjustment is paid under this provision, an adjusted unit price as provided for in Article 701.20(a) for increase or decrease in the value of work by more than ten percent will not be paid.

Upon payment for a contract delay under this provision, the Contractor shall assign subrogation rights to the Department for the Department's efforts of recovery from any other party for monies paid by the Department as a result of any claim under this provision. The Contractor shall fully cooperate with the Department in its efforts to recover from another party any money paid to the Contractor for delay damages under this provision."

80384

DISPOSAL FEES (BDE)

Effective: November 1, 2018

Replace Articles 109.04(b)(5) – 109.04(b)(8) of the Standard Specifications with the following:

- “(5) Disposal Fees. When the extra work performed includes paying for disposal fees at a clean construction and demolition debris facility, an uncontaminated soil fill operation or a landfill, the Contractor shall receive, as administrative costs, an amount equal to five percent of the first \$10,000 and one percent of any amount over \$10,000 of the total approved costs of such fees.
 - (6) Miscellaneous. No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.
 - (7) Statements. No payment will be made for work performed on a force account basis until the Contractor has furnished the Engineer with itemized statements of the cost of such force account work. Statements shall be accompanied and supported by invoices for all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices, the Contractor shall furnish an affidavit certifying that such materials were taken from his/her stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.
- Itemized statements at the cost of force account work shall be detailed as follows.
- a. Name, classification, date, daily hours, total hours, rate, and extension for each laborer and foreman. Payrolls shall be submitted to substantiate actual wages paid if so requested by the Engineer.
 - b. Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.
 - c. Quantities of materials, prices and extensions.
 - d. Transportation of materials.
 - e. Cost of property damage, liability and workmen's compensation insurance premiums, unemployment insurance contributions, and social security tax.
- (8) Work Performed by an Approved Subcontractor. When extra work is performed by an approved subcontractor, the Contractor shall receive, as administrative costs, an amount equal to five percent of the total approved costs of such work with the minimum payment being \$100.

- (9) All statements of the cost of force account work shall be furnished to the Engineer not later than 60 days after receipt of the Central Bureau of Construction form "Extra Work Daily Report". If the statement is not received within the specified time frame, all demands for payment for the extra work are waived and the Department is released from any and all such demands. It is the responsibility of the Contractor to ensure that all statements are received within the specified time regardless of the manner or method of delivery."

80402

EMULSIFIED ASPHALTS (BDE)

Effective: August 1, 2019

Revise Article 1032.06 of the Standard Specifications to read:

“1032.06 Emulsified Asphalts. Emulsified asphalts will be accepted according to the current Bureau of Materials Policy Memorandum, “Emulsified Asphalt Acceptance Procedure”. These materials shall be homogeneous and shall show no separation of asphalt after thorough mixing, within 30 days after delivery, provided separation has not been caused by freezing. They shall coat the aggregate being used in the work to the satisfaction of the Engineer and shall be according to the following requirements.

- (a) Anionic Emulsified Asphalt. Anionic emulsified asphalts RS-1, RS-2, HFRS-2, SS-1h, and SS-1 shall be according to AASHTO M 140, except as follows.
 - (1) The cement mixing test will be waived when the emulsion is being used as a tack coat.
 - (2) The Solubility in Trichloroethylene test according to AASHTO T 44 may be run in lieu of Ash Content and shall meet a minimum of 97.5 percent.
- (b) Cationic Emulsified Asphalt. Cationic emulsified asphalts CRS-1, CRS-2, CSS-1h, and CSS-1 shall be according to AASHTO M 208, except as follows.
 - (1) The cement mixing test will be waived when the emulsion is being used as a tack coat.
 - (2) The Solubility in Trichloroethylene test according to AASHTO T 44 may be run in lieu of Ash Content and shall meet a minimum of 97.5 percent.
- (c) High Float Emulsion. High float emulsions HFE-90, HFE-150, and HFE-300 are medium setting and shall be according to the following table.

Test	HFE-90	HFE-150	HFE-300
Viscosity, Saybolt Furol, at 122 °F (50 °C), (AASHTO T 59), SFS ^{1/}	50 min.	50 min.	50 min.
Sieve Test, No. 20 (850 µm), retained on sieve, (AASHTO T 59), %	0.10 max.	0.10 max.	0.10 max.
Storage Stability Test, 1 day, (AASHTO T 59), %	1 max.	1 max.	1 max.
Coating Test (All Grades), (AASHTO T 59), 3 minutes	stone coated thoroughly		
Distillation Test, (AASHTO T 59): Residue from distillation test to 500 °F (260 °C), %	65 min.	65 min.	65 min.
Oil distillate by volume, %	7 max.	7 max.	7 max.

Characteristics of residue from distillation test to 500 °F (260 °C): Penetration at 77 °F (25 °C), (AASHTO T 49), 100 g, 5 sec, dmm	90-150	150-300	300 min.
Float Test at 140 °F (60 °C), (AASHTO T 50), sec.	1200 min.	1200 min.	1200 min.

1/ The emulsion shall be pumpable.

- (d) Penetrating Emulsified Prime. Penetrating Emulsified Prime (PEP) shall be according to AASHTO T 59, except as follows.

Test	Result
Viscosity, Saybolt Furol, at 77 °F (25 °C), SFS	75 max.
Sieve test, retained on No. 20 (850 µm) sieve, %	0.10 max.
Distillation to 500 °F (260 °C) residue, %	38 min.
Oil distillate by volume, %	4 max.

The PEP shall be tested according to the current Bureau of Materials Illinois Laboratory Test Procedure (ILTP), "Sand Penetration Test of Penetrating Emulsified Prime (PEP)". The time of penetration shall be equal to or less than that of MC-30. The depth of penetration shall be equal to or greater than that of MC-30.

- (e) Delete this subparagraph.
- (f) Polymer Modified Emulsified Asphalt. Polymer modified emulsified asphalts, e.g. SS-1hP, CSS-1hP, CRS-2P (formerly CRSP), CQS-1hP (formerly CSS-1h Latex Modified) and HFRS-2P (formerly HFP) shall be according to AASHTO M 316, except as follows.
- (1) The cement mixing test will be waived when the polymer modified emulsion is being used as a tack coat.
 - (2) CQS-1hP (formerly CSS-1h Latex Modified) emulsion for micro-surfacing treatments shall use latex as the modifier.
 - (3) Upon examination of the storage stability test cylinder after standing undisturbed for 24 hours, the surface shall show minimal to no white, milky colored substance and shall be a homogenous brown color throughout.
 - (4) The distillation for all polymer modified emulsions shall be performed according to AASHTO T 59, except the temperature shall be 374 ± 9 °F (190 ± 5 °C) to be held for a period of 15 minutes and measured using an ASTM 16F (16C) thermometer.
 - (5) The specified temperature for the Elastic Recovery test for all polymer modified emulsions shall be 50.0 ± 1.0 °F (10.0 ± 0.5 °C).

- (6) The Solubility in Trichloroethylene test according to AASHTO T 44 may be run in lieu of Ash Content and shall meet a minimum of 97.5 percent.
- (g) Non-Tracking Emulsified Asphalt. Non-tracking emulsified asphalt NTEA (formerly SS-1vh) shall be according to the following.

Test	Requirement
Saybolt Viscosity at 77 °F (25 °C), (AASHTO T 59), SFS	20-100
Storage Stability Test, 24 hr, (AASHTO T 59), %	1 max.
Residue by Distillation, 500 ± 10 °F (260 ± 5 °C), or Residue by Evaporation, 325 ± 5 °F (163 ± 3 °C), (AASHTO T 59), %	50 min.
Sieve Test, No. 20 (850 µm), (AASHTO T 59), %	0.3 max.
Tests on Residue from Evaporation	
Penetration at 77 °F (25 °C), 100 g, 5 sec, (AASHTO T 49), dmm	40 max.
Softening Point, (AASHTO T 53), °F (°C)	135 (57) min.
Ash Content, (AASHTO T 111), % ^{1/}	1 max.

1/ The Solubility in Trichloroethylene test according to AASHTO T 44 may be run in lieu of Ash Content and shall meet a minimum of 97.5 percent

The different grades are, in general, used for the following.

Grade	Use
SS-1, SS-1h, RS-1, RS-2, CSS-1, CRS-1, CRS-2, CSS-1h, HFE-90, SS-1hP, CSS-1hP, NTEA (formerly SS-1vh)	Tack Coat
PEP	Prime Coat
RS-2, HFE-90, HFE-150, HFE-300, CRS-2P (formerly CRSP), HFRS-2P (formerly HFP), CRS-2, HFRS-2	Bituminous Surface Treatment
CQS-1hP (formerly CSS-1h Latex Modified)	Micro-Surfacing Slurry Sealing Cape Seal"

80415

HOT-MIX ASPHALT – BINDER AND SURFACE COURSE (BDE)

Effective: July 2, 2019

Revised: November 1, 2019

Description. This work shall consist of constructing a hot-mix asphalt (HMA) binder and/or surface course on a prepared base. Work shall be according to Sections 406 and 1030 of the Standard Specifications, except as modified herein.

Materials. Add the following after the second paragraph of Article 1003.03(c):

“For mixture IL-9.5FG, at least 67 percent of the required fine aggregate fraction shall consist of either stone sand, slag sand, steel slag sand, or combinations thereof meeting FA 20 gradation.”

Revise Article 1004.03(c) to read:

“(c) Gradation. The coarse aggregate gradations shall be as listed in the following table.

Use	Size/Application	Gradation No.
Class A-1, A-2, & A-3	3/8 in. (10 mm) Seal	CA 16 or CA 20
Class A-1	1/2 in. (13 mm) Seal	CA 15
Class A-2 & A-3	Cover Coat	CA 14
HMA High ESAL	IL-19.0	CA 11 ^{1/}
	SMA 12.5 ^{2/}	CA 13, CA 14, or CA 16
	SMA 9.5 ^{2/}	CA 13 or CA 16 ^{3/}
	IL-9.5	CA 16
	IL-9.5FG	CA 16
HMA Low ESAL	IL-19.0L	CA 11 ^{1/}
	IL-9.5L	CA 16

1/ CA 16 or CA 13 may be blended with the CA 11.

2/ The coarse aggregates used shall be capable of being combined with stone sand, slag sand, or steel slag sand meeting the FA/FM 20 gradation and mineral filler to meet the approved mix design and the mix requirements noted herein.

3/ The specified coarse aggregate gradations may be blended.”

HMA Nomenclature. Revise the “High ESAL” portion of the table in Article 1030.01 to read:

“High ESAL	Binder Courses	IL-19.0, IL-9.5, IL-9.5FG, IL-4.75, SMA 12.5, SMA 9.5
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	Surface Courses	IL-9.5, IL-9.5FG, SMA 12.5, SMA 9.5"
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Mixture Design. Revise the table in Article 1030.04(a)(1) and add SMA 9.5 and IL-9.5FG mixture compositions as follows:

"HIGH ESAL, MIXTURE COMPOSITION (% PASSING) ^{1/}						
Sieve Size	SMA 12.5 ^{5/}		SMA 9.5 ^{5/}		IL-9.5FG	
	min.	max.	min.	max.	min.	max.
1 in. (25 mm)						
3/4 in. (19 mm)		100		100		
1/2 in. (12.5 mm)	90	99	95	100		100
3/8 in. (9.5 mm)	50	85	70	95	90	100
#4 4.75 mm)	20	40	30	50	60	75
#8 (2.36 mm)	16	24 ^{4/}	20	30	45	60
#16 (1.18 mm)				21	25	40
#30 (600 μm)				18	15	30
#50 (300 μm)				15	8	15
#100 (150 μm)					6	10
#200 (75 μm)	8.0	11.0 ^{3/}	8.0	11.0 ^{3/}	4.0	6.5
#635 (20 μm)		≤ 3.0		≤ 3.0		
Ratio of Dust/Asphalt Binder						1.0

1/ Based on percent of total aggregate weight.

2/ The mixture composition shall not exceed 44 percent passing the #8 (2.36 mm) sieve for surface courses with N_{design} = 90.

- 3/ Additional minus No. 200 (0.075 mm) material required by the mix design shall be mineral filler, unless otherwise approved by the Engineer.
- 4/ When establishing the adjusted job mix formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted above 24 percent.
- 5/ When the bulk specific gravity (Gsb) of the component aggregates vary by more than 0.2, the blend gradations shall be based on volumetric percentage."

Revise the table in Article 1030.04(b)(1) to read:

"VOLUMETRIC REQUIREMENTS, High ESAL				
Ndesign	Voids in the Mineral Aggregate (VMA), % minimum			Voids Filled with Asphalt Binder (VFA),%
	IL-19.0	IL-9.5 IL-9.5FG	IL-4.75 ^{1/}	
50	13.5	15.0	18.5	65 - 78 ^{2/}
70				65 - 75 ^{3/}
90				

- 1/ Maximum draindown for IL-4.75 shall be 0.3 percent.
- 2/ VFA for IL-4.75 shall be 76-83 percent.
- 3/ VFA for IL-9.5FG shall be 65-78 percent."

Revise the table in Article 1030.04(b)(3) to read:

"VOLUMETRIC REQUIREMENTS, SMA 12.5 ^{1/} and SMA 9.5 ^{1/}				
ESALs (million)	Ndesign	Design Air Voids Target, %	Voids in the Mineral Aggregate (VMA), % min.	Voids Filled with Asphalt (VFA), %
≤ 10	50	4.0	16.0	75 - 80
> 10	80	4.0	17.0	75 - 80

- 1/ Maximum draindown shall be 0.3 percent."

Quality Control/Quality Assurance (QC/QA). Revise the third paragraph of Article 1030.05(d)(3) to read:

"If the Contractor and Engineer agree the nuclear density test method is not appropriate for the mixture, cores shall be taken at random locations determined according to the

the originals of all Department test results and raw data, random numbers used and resulting calculations for sampling locations, and quality level analysis calculations.

If the QA results for a subplot meet the precision limits listed in Table 3, the QA results will be defined as the final mixture QA results for that subplot. If QA results for a subplot do not meet the precision limits listed in Table 3, the Department will verify the results by retesting the retained split sample. The retest will replace the original results and will be defined as the final mixture QA results for that subplot.

If the final mixture QA results for the random subplot do not meet the 100 percent subplot pay factor limits or do not compare to QC results within the precision limits in Table 3, the Engineer will test all split subplot mix samples for the lot.

Table 3

Test Parameter	Limits of Precision
G_{mb}	0.030
G_{mm}	0.026
Field VMA	1.0 %

Acceptance by the Engineer. All of the Department's tests shall be within the acceptable limits listed in Table 4.

Table 4

Parameter		Acceptable Limits
Field VMA		-1.0 – +3.0% ^{1/}
Voids		2.0 – 6.0%
Density	IL-19.0, IL-9.5, IL-9.5FG, IL-4.75	90.0 – 98.0%
	SMA 12.5, SMA 9.5	92.0 – 98.0%
Dust / AC Ratio		0.4 – 1.6 ^{2/}

1/ Based on minimum required VMA from mix design

2/ Does not apply to SMA.

In addition, no visible pavement distresses shall be present such as, but not limited to, segregation, excessive coarse aggregate fracturing or flushing.

Basis of Payment. Payment will be based on the calculation of the composite pay factor using QA test results for each mixture according to the Department's Manual of Test Procedures for Materials "QCP Pay Calculation" document.

If intelligent compaction is successfully implemented, the Contractor will receive 100 percent for the density pay factor in Equation 1 of the "QCP Pay Calculation" document for each applicable HMA mixture; otherwise, the density tests and pay adjustments will apply. The pay factor for each

density subplot will be based upon either intelligent compaction or density tests and the two will not be mixed.

Dust/AC Ratio. A monetary deduction will be made using the pay adjustment table below for dust/AC ratios that deviate from the 0.6 to 1.2 range. If the tested mixture subplot is outside of this range, the Department will test the remaining sublots for dust/AC pay adjustment.

Table 5

Dust/AC Pay Adjustment Table ^{1/}	
Range	Deduct / subplot
$0.6 \leq X \leq 1.2$	\$0
$0.5 \leq X < 0.6$ or $1.2 < X \leq 1.4$	\$1000
$0.4 \leq X < 0.5$ or $1.4 < X \leq 1.6$	\$3000
$X < 0.4$ or $X > 1.6$	Shall be removed and replaced

1/ Does not apply to SMA.

80383

MOBILIZATION (BDE)

Effective: April 1, 2020

Replace Articles 671.02(a), (b), and (c) of the Standard Specifications with the following:

- “(a) Upon execution of the contract, 90 percent of the pay item will be paid.
- (b) When 90 percent of the adjusted contract value is earned, the remaining ten percent of the pay item will be paid along with any amount bid in excess of six percent of the original contract amount.”

80428

RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES (BDE)

Effective: November 1, 2012

Revised: January 2, 2021

Revise Section 1031 of the Standard Specifications to read:

“SECTION 1031. RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES

1031.01 Description. Reclaimed asphalt pavement and reclaimed asphalt shingles shall be according to the following.

- (a) Reclaimed Asphalt Pavement (RAP). RAP is the material produced by cold milling or crushing an existing hot-mix asphalt (HMA) pavement. The Contractor shall supply written documentation that the RAP originated from routes or airfields under federal, state, or local agency jurisdiction.
- (b) Reclaimed Asphalt Shingles (RAS). RAS is the material produced from the processing and grinding of preconsumer or post-consumer shingles. RAS shall be a clean and uniform material with a maximum of 0.5 percent unacceptable material by weight of RAS, as defined in the Bureau of Materials Policy Memorandum, “Reclaimed Asphalt Shingle (RAS) Sources”. RAS shall come from a facility source on the Department’s “Qualified Producer List of Certified Sources for Reclaimed Asphalt Shingles” where it shall be ground and processed to 100 percent passing the 3/8 in. (9.5 mm) sieve and 93 percent passing the #4 (4.75 mm) sieve based on a dry shake gradation. RAS shall be uniform in gradation and asphalt binder content and shall meet the testing requirements specified herein. In addition, RAS shall meet the following Type 1 or Type 2 requirements.
 - (1) Type 1. Type 1 RAS shall be processed, preconsumer asphalt shingles salvaged from the manufacture of residential asphalt roofing shingles.
 - (2) Type 2. Type 2 RAS shall be processed post-consumer shingles only, salvaged from residential, or four unit or less dwellings not subject to the National Emission Standards for Hazardous Air Pollutants (NESHAP).

1031.02 Stockpiles. RAP and RAS stockpiles shall be according to the following.

- (a) RAP Stockpiles. The Contractor shall construct individual RAP stockpiles meeting one of the following definitions. Stockpiles shall be sufficiently separated to prevent intermingling at the base. Stockpiles shall be identified by signs indicating the type as listed below (i.e. “Homogeneous Surface”).

Prior to milling, the Contractor shall request the Department provide documentation on the quality of the RAP to clarify the appropriate stockpile.

- (1) Fractionated RAP (FRAP). FRAP shall consist of RAP from Class I, HMA (High and Low ESAL) mixtures. The coarse aggregate in FRAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least C quality. FRAP shall be fractionated prior to testing by screening into a minimum of two size fractions with the separation occurring on or between the No. 4 (4.75 mm) and 1/2 in. (12.5 mm) sieves. Agglomerations shall be minimized such that 100 percent of the RAP in the coarse fraction shall pass the maximum sieve size specified for the mixture composition of the mix design.
- (2) Homogeneous. Homogeneous RAP stockpiles shall consist of RAP from Class I, HMA (High and Low ESAL) mixtures and represent: 1) the same aggregate quality, but shall be at least C quality; 2) the same type of crushed aggregate (either crushed natural aggregate, ACBF slag, or steel slag); 3) similar gradation; and 4) similar asphalt binder content. If approved by the Engineer, combined single pass surface/binder millings may be considered "homogeneous" with a quality rating dictated by the lowest coarse aggregate quality present in the mixture.
- (3) Conglomerate. Conglomerate RAP stockpiles shall consist of RAP from Class I, HMA (High and Low ESAL) mixtures. The coarse aggregate in this RAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least C quality. This RAP may have an inconsistent gradation and/or asphalt binder content prior to processing. Conglomerate RAP shall be processed prior to testing by crushing to where all RAP shall pass the 5/8 in. (16 mm) or smaller screen. Conglomerate RAP stockpiles shall not contain steel slag.
- (4) Conglomerate "D" Quality (Conglomerate DQ). Conglomerate DQ RAP stockpiles shall be according to Articles 1031.02(a)(1)-1031.02(a)(3), except they may also consist of RAP from HMA shoulders, bituminous stabilized subbases, or HMA (High or Low ESAL) binder mixture. The coarse aggregate in this RAP may be crushed or round but shall be at least D quality. This RAP may have an inconsistent gradation and/or asphalt binder content.
- (5) Non-Quality. RAP stockpiles that do not meet the requirements of the stockpile categories listed above shall be classified as "Non-Quality".

RAP/FRAP containing contaminants, such as earth, brick, sand, concrete, sheet asphalt, non-bituminous surface treatment (i.e. high friction surface treatments), pavement fabric, joint sealants, plant cleanout, etc., will be unacceptable unless the contaminants are removed to the satisfaction of the Engineer. Sheet asphalt shall be stockpiled separately.

- (b) RAS Stockpiles. Type 1 and Type 2 RAS shall be stockpiled separately and shall not be intermingled. Each stockpile shall be signed indicating what type of RAS is present.

Unless otherwise specified by the Engineer, mechanically blending manufactured sand (FM 20 or FM 22) or fine FRAP up to an equal weight of RAS with the processed RAS will be permitted to improve workability. The sand shall be B quality or better from an

approved Aggregate Gradation Control System source. The sand shall be accounted for in the mix design and during HMA production.

Records identifying the shingle processing facility supplying the RAS, RAS type, and lot number shall be maintained by project contract number and kept for a minimum of three years.

Additional processed RAP/FRAP/RAS shall be stockpiled in a separate working pile, as designated in the QC Plan, and only added to the original stockpile after the test results for the working pile are found to meet the requirements specified in Articles 1031.03 and 1031.04.

1031.03 Testing. RAP/FRAP and RAS testing shall be according to the following.

- (a) RAP/FRAP Testing. When used in HMA, the RAP/FRAP shall be sampled and tested either during or after stockpiling.
 - (1) During Stockpiling. For testing during stockpiling, washed extraction samples shall be run at the minimum frequency of one sample per 500 tons (450 metric tons) for the first 2,000 tons (1,800 metric tons) and one sample per 2,000 tons (1,800 metric tons) thereafter. A minimum of five tests shall be required for stockpiles less than 4,000 tons (3,600 metric tons).
 - (2) After Stockpiling. For testing after stockpiling, the Contractor shall submit a plan for approval to the Department proposing a satisfactory method of sampling and testing the RAP/FRAP pile either in-situ or by restockpiling. The sampling plan shall meet the minimum frequency required above and detail the procedure used to obtain representative samples throughout the pile for testing.

Each sample shall be split to obtain two equal samples of test sample size. One of the two test samples from the final split shall be labeled and stored for Department use. The Contractor shall perform a washed extraction on the other test sample according to Illinois Modified AASHTO T 164. The Engineer reserves the right to test any sample (split or Department-taken) to verify Contractor test results.

- (b) RAS Testing. RAS or RAS blended with manufactured sand shall be sampled and tested during stockpiling according to the Bureau of Materials Policy Memorandum, "Reclaimed Asphalt Shingle (RAS) Source".

Samples shall be collected during stockpiling at the minimum frequency of one sample per 200 tons (180 metric tons) for the first 1,000 tons (900 metric tons) and one sample per 500 tons (450 metric tons) or a minimum of once per week, whichever is more frequent, thereafter. A minimum of five samples are required for stockpiles less than 1,000 tons (900 metric tons).

Before testing, each sample shall be split to obtain two test samples. One of the two test samples from the final split shall be labeled and stored for Department use. The

Contractor shall perform a washed extraction and test for unacceptable materials on the other test sample according to Illinois Modified AASHTO T 164. The Engineer reserves the right to test any sample (split or Department-taken) to verify Contractor test results.

The Contractor shall obtain and make available all of the test results from the start of the original stockpile.

1031.04 Evaluation of Tests. Evaluation of test results shall be according to the following.

- (a) Limits of Precision. The limits of precision between the Contractor's and the Department's split sample test results shall be according to the following.

Test Parameter	Limits of Precision		
% Passing	RAP	FRAP	RAS
1/2 in. (12.5 mm)	6.0 %	5.0 %	
# 4 (4.75 mm)	6.0 %	5.0 %	
# 8 (2.36 mm)	4.0 %	3.0 %	4.0 %
# 30 (600 μ m)	3.0 %	2.0 %	4.0 %
# 200 (75 μ m)	2.5 %	2.2 %	4.0 %
Asphalt Binder	0.4 %	0.3 %	3.0 %
G _{mm}	0.035	0.030	

If the test results are outside the above limits of precision, the Department will immediately investigate.

- (b) Evaluation of RAP/FRAP Test Results. All of the extraction results shall be compiled and averaged for asphalt binder content and gradation, and when applicable G_{mm}. Individual extraction test results, when compared to the averages, will be accepted if within the tolerances listed below.

Parameter	FRAP/Homogeneous/ Conglomerate
1 in. (25 mm)	
1/2 in. (12.5 mm)	± 8 %
# 4 (4.75 mm)	± 6 %
# 8 (2.36 mm)	± 5 %
# 16 (1.18 mm)	
# 30 (600 μ m)	± 5 %
# 200 (75 μ m)	± 2.0 %
Asphalt Binder	± 0.4 % ^{1/}
G _{mm}	± 0.03 ^{2/}

1/ The tolerance for FRAP shall be ± 0.3 percent.

- 2/ For stockpile with slag or steel slag present as determined in the current Manual of Test Procedures Appendix B 21, "Determination of Aggregate Bulk (Dry) Specific Gravity (Gsb) of Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS)".

If more than 20 percent of the test results for an individual parameter (individual sieves, G_{mm} , and/or asphalt binder content) are out of the above tolerances, the RAP/FRAP shall not be used in HMA unless the RAP/FRAP representing the failing tests is removed from the stockpile. All test data and acceptance ranges shall be sent to the Department for evaluation.

With the approval of the Engineer, the ignition oven may be substituted for solvent extractions according to the document "Calibration of the Ignition Oven for the Purpose of Characterizing Reclaimed Asphalt Pavement (RAP)".

- (c) Evaluation of RAS and RAS Blended with Manufactured Sand or Fine FRAP Test Results. All of the test results, with the exception of percent unacceptable materials, shall be compiled and averaged for asphalt binder content and gradation. Individual test results, when compared to the averages, will be accepted if within the tolerances listed below.

Parameter	RAS
# 8 (2.36 mm)	$\pm 5 \%$
# 16 (1.18 mm)	$\pm 5 \%$
# 30 (600 μm)	$\pm 4 \%$
# 200 (75 μm)	$\pm 2.5 \%$
Asphalt Binder Content	$\pm 2.0 \%$

If more than 20 percent of the test results for an individual parameter (individual sieves and/or asphalt binder content) are out of the above tolerances, or if the unacceptable material exceeds 0.5 percent by weight of material retained on the No. 4 (4.75 mm) sieve, the RAS or RAS blend shall not be used in Department projects. All test data and acceptance ranges shall be sent to the Department for evaluation.

1031.05 Quality Designation of Aggregate in RAP/FRAP.

- (a) RAP. The aggregate quality of the RAP for homogeneous, conglomerate, and conglomerate DQ stockpiles shall be set by the lowest quality of coarse aggregate in the RAP stockpile and are designated as follows.
- (1) RAP from Class I, HMA (High ESAL), or (Low ESAL) IL-9.5L surface mixtures are designated as containing Class B quality coarse aggregate.
 - (2) RAP from Class I binder, HMA (High ESAL) binder, or (Low ESAL) IL-19.0L binder mixtures are designated as containing Class C quality coarse aggregate.

(3) RAP from BAM stabilized subbase and BAM shoulders are designated as containing Class D quality coarse aggregate.

(b) FRAP. If the Engineer has documentation of the quality of the FRAP aggregate, the Contractor shall use the assigned quality provided by the Engineer.

If the quality is not known, the quality shall be determined as follows. Coarse and fine FRAP stockpiles containing plus No. 4 (4.75 mm) sieve coarse aggregate shall have a maximum tonnage of 5,000 tons (4,500 metric tons). The Contractor shall obtain a representative sample witnessed by the Engineer. The sample shall be a minimum of 50 lb (25 kg). The sample shall be extracted according to Illinois Modified AASHTO T 164 by a consultant laboratory prequalified by the Department for the specified testing. The consultant laboratory shall submit the test results along with the recovered aggregate sample to the District Office. Consultant laboratory services will be at no additional cost to the Department. The District will forward the sample to the Central Bureau of Materials Aggregate Lab for MicroDeval Testing, according to ITP 327. A maximum loss of 15.0 percent will be applied for all HMA applications.

1031.06 Use of RAP/FRAP and/or RAS in HMA. The use of RAP/FRAP and/or RAS shall be the Contractor's option when constructing HMA in all contracts.

(a) RAP/FRAP. The use of RAP/FRAP in HMA shall be as follows.

- (1) Coarse Aggregate Size. The coarse aggregate in all RAP shall be equal to or less than the nominal maximum size requirement for the HMA mixture to be produced.
- (2) Steel Slag Stockpiles. Homogeneous RAP stockpiles containing steel slag will be approved for use in all HMA (High ESAL and Low ESAL) surface and binder mixture applications.
- (3) Use in HMA Surface Mixtures (High and Low ESAL). RAP/FRAP stockpiles for use in HMA surface mixtures (High and Low ESAL) shall be FRAP or homogeneous in which the coarse aggregate is Class B quality or better. FRAP from conglomerate stockpiles shall be considered equivalent to limestone for frictional considerations. Known frictional contributions from plus No. 4 (4.75 mm) homogeneous FRAP stockpiles will be accounted for in meeting frictional requirements in the specified mixture.
- (4) Use in HMA Binder Mixtures (High and Low ESAL), HMA Base Course, and HMA Base Course Widening. RAP/FRAP stockpiles for use in HMA binder mixtures (High and Low ESAL), HMA base course, and HMA base course widening shall be FRAP, homogeneous, or conglomerate, in which the coarse aggregate is Class C quality or better.
- (5) Use in Shoulders and Subbase. RAP/FRAP stockpiles for use in HMA shoulders and stabilized subbase (HMA) shall be FRAP, homogeneous, or conglomerate.

- (6) When the Contractor chooses the RAP option, the percentage of RAP shall not exceed the amounts indicated in Article 1031.06(c)(1) below for a given Ndesign.
- (b) RAS. RAS meeting Type 1 or Type 2 requirements will be permitted in all HMA applications as specified herein.
- (c) RAP/FRAP and/or RAS Usage Limits. Type 1 or Type 2 RAS may be used alone or in conjunction with RAP or FRAP in HMA mixtures up to a maximum of 5.0 percent by weight of the total mix.
- (1) RAP/RAS. When RAP is used alone or RAP is used in conjunction with RAS, the percentage of virgin asphalt binder replacement (ABR) shall not exceed the amounts listed in the following table.

HMA Mixtures - RAP/RAS Maximum ABR % ^{1/ 2/}			
Ndesign	Binder	Surface	Polymer Modified Binder or Surface
30	30	30	10
50	25	15	10
70	15	10	10
90	10	10	10

- 1/ For Low ESAL HMA shoulder and stabilized subbase, the RAP/RAS ABR shall not exceed 50 percent of the mixture.
- 2/ When RAP/RAS ABR exceeds 20 percent, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent ABR would require a virgin asphalt binder grade of PG 64-22 to be reduced to a PG 58-28).
- (2) FRAP/RAS. When FRAP is used alone or FRAP is used in conjunction with RAS, the percentage of virgin asphalt binder replacement shall not exceed the amounts listed in the following table.

HMA Mixtures - FRAP/RAS Maximum ABR % ^{1/ 2/}			
Ndesign	Binder	Surface	Polymer Modified Binder or Surface
30	55	45	15
50	45	40	15
70	45	35	15
90	45	35	15
SMA	--	--	25

IL-4.75	--	--	35
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- 1/ For Low ESAL HMA shoulder and stabilized subbase, the FRAP/RAS ABR shall not exceed 50 percent of the mixture.
- 2/ When FRAP/RAS ABR exceeds 20 percent for all mixes, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent ABR would require a virgin asphalt binder grade of PG 64-22 to be reduced to a PG 58-28).

1031.07 HMA Mix Designs. At the Contractor's option, HMA mixtures may be constructed utilizing RAP/FRAP and/or RAS material meeting the detailed requirements specified herein.

- (a) RAP/FRAP and/or RAS. RAP/FRAP and/or RAS mix designs shall be submitted for verification. If additional RAP/FRAP and/or RAS stockpiles are tested and found that no more than 20 percent of the individual parameter test results, as defined in Article 1031.04, are outside of the control tolerances set for the original RAP/FRAP and/or RAS stockpile and HMA mix design, and meets all of the requirements herein, the additional RAP/FRAP and/or RAS stockpiles may be used in the original mix design at the percent previously verified.
- (b) RAS. Type 1 and Type 2 RAS are not interchangeable in a mix design.

The RAP, FRAP, and RAS stone bulk specific gravities (G_{sb}) shall be according to the "Determination of Aggregate Bulk (Dry) Specific Gravity (G_{sb}) of Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS)" procedure in the Department's Manual of Test Procedures for Materials.

1031.08 HMA Production. HMA production utilizing RAP/FRAP and/or RAS shall be as follows.

To remove or reduce agglomerated material, a scalping screen, gator, crushing unit, or comparable sizing device approved by the Engineer shall be used in the RAP/FRAP and/or RAS feed system to remove or reduce oversized material.

If the RAP/FRAP and/or RAS control tolerances or QC/QA test results require corrective action, the Contractor shall cease production of the mixture containing RAP/FRAP and/or RAS and either switch to the virgin aggregate design or submit a new mix design.

- (a) RAP/FRAP. The coarse aggregate in all RAP/FRAP used shall be equal to or less than the nominal maximum size requirement for the HMA mixture being produced.
- (b) RAS. RAS shall be incorporated into the HMA mixture either by a separate weight depletion system or by using the RAP weigh belt. Either feed system shall be interlocked with the aggregate feed or weigh system to maintain correct proportions for all rates of production and batch sizes. The portion of RAS shall be controlled accurately to within

± 0.5 percent of the amount of RAS utilized. When using the weight depletion system, flow indicators or sensing devices shall be provided and interlocked with the plant controls such that the mixture production is halted when RAS flow is interrupted.

- (c) RAP/FRAP and/or RAS. HMA plants utilizing RAP/FRAP and/or RAS shall be capable of automatically recording and printing the following information.

(1) Dryer Drum Plants.

- a. Date, month, year, and time to the nearest minute for each print.
- b. HMA mix number assigned by the Department.
- c. Accumulated weight of dry aggregate (combined or individual) in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
- d. Accumulated dry weight of RAP/FRAP/RAS in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
- e. Accumulated mineral filler in revolutions, tons (metric tons), etc. to the nearest 0.1 unit.
- f. Accumulated asphalt binder in gallons (liters), tons (metric tons), etc. to the nearest 0.1 unit.
- g. Residual asphalt binder in the RAP/FRAP/RAS material as a percent of the total mix to the nearest 0.1 percent.
- h. Aggregate and RAP/FRAP/RAS moisture compensators in percent as set on the control panel. (Required when accumulated or individual aggregate and RAP/FRAP/RAS are recorded in a wet condition.)
- i. A positive dust control system shall be utilized when the combined contribution of reclaimed material passing the No. 200 sieve exceeds 1.5 percent.

(2) Batch Plants.

- a. Date, month, year, and time to the nearest minute for each print.
- b. HMA mix number assigned by the Department.
- c. Individual virgin aggregate hot bin batch weights to the nearest pound (kilogram).
- d. Mineral filler weight to the nearest pound (kilogram).
- e. RAP/FRAP/RAS weight to the nearest pound (kilogram).

- f. Virgin asphalt binder weight to the nearest pound (kilogram).
- g. Residual asphalt binder in the RAP/FRAP/RAS material as a percent of the total mix to the nearest 0.1 percent.

The printouts shall be maintained in a file at the plant for a minimum of one year or as directed by the Engineer and shall be made available upon request. The printing system will be inspected by the Engineer prior to production and verified at the beginning of each construction season thereafter.

1031.09 RAP in Aggregate Applications. RAP in aggregate applications shall be according to the Bureau of Materials Policy Memorandum, "Reclaimed Asphalt Pavement (RAP) for Aggregate Applications" and the following.

- (a) RAP in Aggregate Surface Course and Aggregate Wedge Shoulders, Type B. The use of RAP in aggregate surface course (temporary access entrances only) and aggregate wedge shoulders, Type B shall be as follows.
 - (1) Stockpiles and Testing. RAP stockpiles may be any of those listed in Article 1031.02, except "Non-Quality" and "FRAP". The testing requirements of Article 1031.03 shall not apply.
 - (2) Gradation. One hundred percent of the RAP material shall pass the 1 1/2 in. (37.5 mm) sieve. The RAP material shall be reasonably well graded from coarse to fine. RAP material that is gap-graded or single sized will not be accepted.
- (b) RAP in Aggregate Subgrade Improvement (ASI). RAP in ASI shall be according to Article 1031.06, except "Conglomerate DQ" and "Non-Quality" may be used."

80306

REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES (BDE)

Effective: January 1, 2019

Revised: January 1, 2020

Revise Section 669 of the Standard Specifications to read:

“SECTION 669. REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES

669.01 Description. This work shall consist of the transportation and proper disposal of regulated substances. This work shall also consist of the removal, transportation, and proper disposal of underground storage tanks (UST), their contents and associated underground piping to the point where the piping is above the ground, including determining the content types and estimated quantities.

669.02 Equipment. The Contractor shall notify the Engineer of the delivery of all excavation, storage, and transportation equipment to a work area location. The equipment shall comply with OSHA and American Petroleum Institute (API) guidelines and shall be furnished in a clean condition. Clean condition means the equipment does not contain any residual material classified as a non-special waste, non-hazardous special waste, or hazardous waste. Residual materials include, but are not limited to, petroleum products, chemical products, sludges, or any other material present in or on equipment.

Before beginning any associated soil or groundwater management activity, the Contractor shall provide the Engineer with the opportunity to visually inspect and approve the equipment. If the equipment contains any contaminated residual material, decontamination shall be performed on the equipment as appropriate to the regulated substance and degree of contamination present according to OSHA and API guidelines. All cleaning fluids used shall be treated as the contaminant unless laboratory testing proves otherwise.

669.03 Pre-Construction Submittals and Qualifications. Prior to beginning this work, or working in areas with regulated substances, the Contractor shall submit a “Regulated Substances Pre-Construction Plan (RSPCP)” to the Engineer for review and approval using form BDE 2730. The form shall be signed by an Illinois licensed Professional Engineer or Professional Geologist.

As part of the RSPCP, the Contractor(s) or firm(s) performing the work shall meet the following qualifications.

- (a) **Regulated Substances Monitoring.** Qualification for environmental observation and field screening of regulated substances work and environmental observation of UST removal shall require either pre-qualification in Hazardous Waste by the Department or demonstration of acceptable project experience in remediation and operations for contaminated sites in accordance with applicable Federal, State, or local regulatory requirements using BDE 2730.

Qualification for each individual performing regulated substances monitoring shall require a minimum of one-year of experience in similar activities as those required for the project.

- (b) Underground Storage Tank Removal. Qualification for underground storage tank (UST) removal work shall require licensing and certification with the Office of the State Fire Marshall (OSFM) and possession of all permits required to perform the work. A copy of the permit shall be provided to the Engineer prior to tank removal.

The qualified Contractor(s) or firm(s) shall also document it does not have any current or former ties with any of the properties contained within, adjoining, or potentially affecting the work.

The Engineer will require up to 21 calendar days for review of the RSPCP. The review may involve rejection or revision and resubmittal; in which case, an additional 21 days will be required for each subsequent review. Work shall not commence until the RSPCP has been approved by the Engineer. After approval, the RSPCP shall be revised as necessary to reflect changed conditions in the field and documented using BDE 2730A "Regulated Substances Pre-Construction Plan (RSPCP) Addendum" and submitted to the Engineer for approval.

CONSTRUCTION REQUIREMENTS

669.04 Regulated Substances Monitoring. Regulated substances monitoring includes environmental observation and field screening during regulated substances management activities at the contract specific work areas. As part of the regulated substances monitoring, the monitoring personnel shall perform and document the applicable duties listed on form BDE 2732 "Regulated Substances Monitoring Daily Record (RSMDR)".

- (a) Environmental Observation. Prior to beginning excavation, the Contractor shall mark the limits of the contract specific work areas. Once work begins, the monitoring personnel shall be present on-site continuously during the excavation and loading of material.
- (b) Field Screening. Field screening shall be performed during the excavation and loading of material from the contract specific work areas, except for material classified according to Article 669.05(b)(1) or 669.05(c) where field screening is not required.

Field screening shall be performed with either a photoionization detector (PID) (minimum 10.6eV lamp) or a flame ionization detector (FID), and other equipment as appropriate, to monitor for potential contaminants associated with regulated substances. The PID or FID shall be calibrated on-site, and background level readings taken and recorded daily, and as field and weather conditions change. Field screen readings on the PID or FID in excess of background levels indicates the potential presence of regulated substances requiring handling as a non-special waste, special waste, or hazardous waste. PID or FID readings may be used as the basis of increasing the limits of removal with the approval of the Engineer but shall in no case be used to decrease the limits.

669.05 Regulated Substances Management and Disposal. The management and disposal of soil and/or groundwater containing regulated substances shall be according to the following:

- (a) **Soil Analytical Results Exceed Most Stringent MAC.** When the soil analytical results indicate detected levels exceed the most stringent maximum allowable concentration (MAC) for chemical constituents in soil established pursuant to Subpart F of 35 Ill. Adm. Code 1100.605, the soil shall be managed as follows:
 - (1) When analytical results indicate inorganic chemical constituents exceed the most stringent MAC, but still considered within area background levels by the Engineer, the excavated soil can be utilized within the right-of-way as embankment or fill, when suitable. If the soils cannot be utilized within the right-of-way, they shall be managed and disposed of at a landfill as a non-special waste.
 - (2) When analytical results indicate inorganic chemical constituents exceed the most stringent MAC but do not exceed the MAC for a Metropolitan Statistical Area (MSA) County identified in 35 Ill. Admin. Code 742 Appendix A. Table G, the excavated soil can be utilized within the right-of-way as embankment or fill, when suitable, or managed and disposed of at a clean construction and demolition debris (CCDD) facility or an uncontaminated soil fill operation (USFO) within an MSA County provided the pH of the soil is within the range of 6.25 - 9.0, inclusive.
 - (3) When analytical results indicate chemical constituents exceed the most stringent MAC but do not exceed the MAC for an MSA County excluding Chicago, or the MAC within the Chicago corporate limits, the excavated soil can be utilized within the right-of-way as embankment or fill, when suitable, or managed and disposed of off-site at a CCDD facility or an USFO within an MSA County excluding Chicago or within the Chicago corporate limits provided the pH of the soil is within the range of 6.25 - 9.0, inclusive.
 - (4) When analytical results indicate chemical constituents exceed the most stringent MAC but do not exceed the MAC for an MSA County excluding Chicago, the excavated soil can be utilized within the right-of-way as embankment or fill, when suitable, or managed and disposed of off-site at a CCDD facility or an USFO within an MSA County excluding Chicago provided the pH of the soil is within the range of 6.25 - 9.0, inclusive.
 - (5) When the Engineer determines soil cannot be managed according to Articles 669.05(a)(1) through (a)(4) above and the materials do not contain special waste or hazardous waste, as determined by the Engineer, the soil shall be managed and disposed of at a landfill as a non-special waste.
 - (6) When analytical results indicate soil is hazardous by characteristic or listing pursuant to 35 Ill. Admin. Code 721, contains radiological constituents, or the Engineer otherwise determines the soil cannot be managed according to Articles 669.05(a)(1)

through (a)(5) above, the soil shall be managed and disposed of off-site as a special waste or hazardous waste as applicable.

- (b) Soil Analytical Results Do Not Exceed Most Stringent MAC. When the soil analytical results indicate that detected levels do not exceed the most stringent MAC, the excavated soil can be utilized within the right-of-way as embankment or fill, when suitable, or managed and disposed of off-site according to Article 202.03. However, the excavated soil cannot be taken to a CCDD facility or an USFO for any of the following reasons.

(1) The pH of the soil is less than 6.25 or greater than 9.0.

(2) The soil exhibited PID or FID readings in excess of background levels.

- (c) Soil Analytical Results Exceed Most Stringent MAC but Do Not Exceed Tiered Approach to Corrective Action Objectives (TACO) Residential. When the soil analytical results indicate that detected levels exceed the most stringent MAC but do not exceed TACO Tier 1 Soil Remediation Objectives for Residential Properties pursuant to 35 Ill. Admin. Code 742 Appendix B Table A, the excavated soil can be utilized within the right-of-way as embankment or fill, when suitable, or managed and disposed of off-site according to Article 202.03. However, the excavated soil cannot be taken to a CCDD facility or an USFO.

- (d) Groundwater. When groundwater analytical results indicate the detected levels are above Appendix B, Table E of 35 Ill. Admin. Code 742, the most stringent Tier 1 Groundwater Remediation Objectives for Groundwater Component of the Groundwater Ingestion Route for Class 1 groundwater, the groundwater shall be managed off-site as a special waste or hazardous waste as applicable. Special waste groundwater shall be containerized and trucked to an off-site treatment facility, or may be discharged to a sanitary sewer or combined sewer when permitted by the local sewer authority. Groundwater discharged to a sanitary sewer or combined sewer shall be pre-treated to remove particulates and measured with a calibrated flow meter to comply with applicable discharge limits. A copy of the permit shall be provided to the Engineer prior to discharging groundwater to the sanitary sewer or combined sewer.

Groundwater encountered within trenches may be managed within the trench and allowed to infiltrate back into the ground. If the groundwater cannot be managed within the trench, it may be discharged to a sanitary sewer or combined sewer when permitted by the local sewer authority, or it shall be containerized and trucked to an off-site treatment facility as a special waste or hazardous waste. The Contractor is prohibited from discharging groundwater within the trench through a storm sewer. The Contractor shall install backfill plugs within the area of groundwater contamination.

One backfill plug shall be placed down gradient to the area of groundwater contamination. Backfill plugs shall be installed at intervals not to exceed 50 ft (15 m). Backfill plugs are to be 4 ft (1.2 m) long, measured parallel to the trench, full trench width and depth. Backfill plugs shall not have any fine aggregate bedding or backfill, but shall be entirely cohesive

soil or any class of concrete. The Contractor shall provide test data that the material has a permeability of less than 10^{-7} cm/sec according to ASTM D 5084, Method A or per another test method approved by the Engineer.

The Contractor shall use due care when transferring contaminated material from the area of origin to the transporter. Should releases of contaminated material to the environment occur (i.e., spillage onto the ground, etc.), the Contractor shall clean-up spilled material and place in the appropriate storage containers as previously specified. Clean-up shall include, but not be limited to, sampling beneath the material staging area to determine complete removal of the spilled material.

The Contractor shall provide engineered barriers, when required, and shall include materials sufficient to completely line excavation surfaces, including sloped surfaces, bottoms, and sidewall faces, within the areas designated for protection.

The Contractor shall obtain all documentation including any permits and/or licenses required to transport the material containing regulated substances to the disposal facility. The Contractor shall coordinate with the Engineer on the completion of all documentation. The Contractor shall make all arrangements for collection and analysis of landfill acceptance testing. The Contractor shall coordinate waste disposal approvals with the disposal facility.

The Contractor shall provide the Engineer with all transport-related documentation within two days of transport or receipt of said document(s). For management of special or hazardous waste, the Contractor shall provide the Engineer with documentation that the Contractor is operating with a valid Illinois special waste transporter permit at least two weeks before transporting the first load of contaminated material.

Transportation and disposal of material classified according to Article 669.05(a)(5) or 669.05(a)(6) shall be completed each day so that none of the material remains on-site by the close of business, except when temporary staging has been approved.

Any waste generated as a special or hazardous waste from a non-fixed facility shall be manifested off-site using the Department's county generator number provided by the Bureau of Design and Environment. An authorized representative of the Department shall sign all manifests for the disposal of the contaminated material and confirm the Contractor's transported volume. Any waste generated as a non-special waste may be managed off-site without a manifest, a special waste transporter, or a generator number.

The Contractor shall select a landfill permitted for disposal of the contaminant within the State of Illinois. The Department will review and approve or reject the facility proposed by the Contractor to use as a landfill. The Contractor shall verify whether the selected disposal facility is compliant with those applicable standards as mandated by their permit and whether the disposal facility is presently, has previously been, or has never been, on the United States Environmental Protection Agency (U.S. EPA) National Priorities List or the Resource Conservation and Recovery Act (RCRA) List of Violating Facilities. The use of a Contractor selected landfill shall in no manner delay the construction schedule or alter the Contractor's responsibilities as set forth.

669.06 Non-Special Waste Certification. An authorized representative of the Department shall sign and date all non-special waste certifications. The Contractor shall be responsible for providing the Engineer with the required information that will allow the Engineer to certify the waste is not a special waste.

(a) Definition. A waste is considered a non-special waste as long as it is not:

- (1) a potentially infectious medical waste;
- (2) a hazardous waste as defined in 35 Ill. Admin. Code 721;
- (3) an industrial process waste or pollution control waste that contains liquids, as determined using the paint filter test set forth in subdivision (3)(A) of subsection (m) of 35 Ill. Admin. Code 811.107;
- (4) a regulated asbestos-containing waste material, as defined under the National Emission Standards for Hazardous Air Pollutants in 40 CFR Part 61.141;
- (5) a material containing polychlorinated biphenyls (PCB's) regulated pursuant to 40 CFR Part 761;
- (6) a material subject to the waste analysis and recordkeeping requirements of 35 Ill. Admin. Code 728.107 under land disposal restrictions of 35 Ill. Admin. Code 728;
- (7) a waste material generated by processing recyclable metals by shredding and required to be managed as a special waste under Section 22.29 of the Environmental Protection Act; or
- (8) an empty portable device or container in which a special or hazardous waste has been stored, transported, treated, disposed of, or otherwise handled.

(b) Certification Information. All information used to determine the waste is not a special waste shall be attached to the certification. The information shall include but not be limited to:

- (1) the means by which the generator has determined the waste is not a hazardous waste;
- (2) the means by which the generator has determined the waste is not a liquid;
- (3) if the waste undergoes testing, the analytic results obtained from testing, signed and dated by the person responsible for completing the analysis;
- (4) if the waste does not undergo testing, an explanation as to why no testing is needed;

(5) a description of the process generating the waste; and

(6) relevant material safety data sheets.

669.07 Temporary Staging. Soil classified according to Articles 669.05(a)(2), (b)(1), or (c) may be temporarily staged at the Contractor's option. Soil classified according to Articles 669.05(a)(1), (a)(3), (a)(4), (a)(5), (a)(6), or (b)(2) shall be managed and disposed of without temporary staging to the greatest extent practicable. If circumstances beyond the Contractor's control require temporary staging of these latter materials, the Contractor shall request approval from the Engineer in writing.

Temporary staging shall be accomplished within the right-of-way and the Contractor's means and methods shall be described in the approved or amended RSPCP. Staging areas shall not be located within 200 feet (61 m) of a public or private water supply well; nor within 100 feet (30 m) of sensitive environmental receptor areas, including wetlands, rivers, streams, lakes, or designated habitat zones.

The method of staging shall consist of containerization or stockpiling as applicable for the type, classification, and physical state (i.e., liquid, solid, semisolid) of the material. Materials of different classifications shall be staged separately with no mixing or co-mingling.

When containers are used, the containers and their contents shall remain intact and inaccessible to unauthorized persons until the manner of disposal is determined. The Contractor shall be responsible for all activities associated with the storage containers including, but not limited to, the procurement, transport, and labeling of the containers. The Contractor shall not use a storage container if visual inspection of the container reveals the presence of free liquids or other substances that could cause the waste to be reclassified as a hazardous or special waste.

When stockpiles are used, they shall be covered with a minimum 20-mil plastic sheeting or tarps secured using weights or tie-downs. Perimeter berms or diversionary trenches shall be provided to contain and collect for disposal any water that drains from the soil. Stockpiles shall be managed to prevent or reduce potential dust generation.

When staging non-special waste, special waste, or hazardous waste, the following additional requirements shall apply:

- (a) **Non-Special Waste.** When stockpiling soil classified according to Article 669.05(a)(1) or 669.05(a)(5), an impermeable surface barrier between the materials and the ground surface shall be installed. The impermeable barrier shall consist of a minimum 20-mil plastic liner material and the surface of the stockpile area shall be clean and free of debris prior to placement of the liner. Measures shall also be taken to limit or discourage access to the staging area.
- (b) **Special Waste and Hazardous Waste.** Soil classified according to Article 669.05(a)(6) shall not be stockpiled but shall be containerized immediately upon generation in containers, tanks or containment buildings as defined by RCRA, Toxic Substances Control

Act (TSCA), and other applicable State or local regulations and requirements, including 35 Ill. Admin. Code Part 722, Standards Applicable to Generators of Hazardous Waste.

The staging area(s) shall be enclosed (by a fence or other structure) to restrict direct access to the area, and all required regulatory identification signs applicable to a staging area containing special waste or hazardous waste shall be deployed.

Storage containers shall be placed on an all-weather gravel-packed, asphalt, or concrete surface. Containers shall be in good condition and free of leaks, large dents, or severe rusting, which may compromise containment integrity. Containers must be constructed of, or lined with, materials that will not react or be otherwise incompatible with the hazardous or special waste contents. Containers used to store liquids shall not be filled more than 80 percent of the rated capacity. Incompatible wastes shall not be placed in the same container or comingled.

All containers shall be legibly labeled and marked using pre-printed labels and permanent marker in accordance with applicable regulations, clearly showing the date of waste generation, location and/or area of waste generation, and type of waste. The Contractor shall place these identifying markings on an exterior side surface of the container.

Storage containers shall be kept closed, and storage pads covered, except when access is needed by authorized personnel.

Special waste and hazardous waste shall be transported and disposed within 90 days from the date of generation.

669.08 Underground Storage Tank Removal. For the purposes of this section, an underground storage tank (UST) includes the underground storage tank, piping, electrical controls, pump island, vent pipes and appurtenances.

Prior to removing an UST, the Engineer shall determine whether the Department is considered an "owner" or "operator" of the UST as defined by the UST regulations (41 Ill. Adm. Code Part 176). Ownership of the UST refers to the Department's owning title to the UST during storage, use or dispensing of regulated substances. The Department may be considered an "operator" of the UST if it has control of, or has responsibility for, the daily operation of the UST. The Department may however voluntarily undertake actions to remove an UST from the ground without being deemed an "operator" of the UST.

In the event the Department is deemed not to be the "owner" or "operator" of the UST, the OSFM removal permit shall reflect who was the past "owner" or "operator" of the UST. If the "owner" or "operator" cannot be determined from past UST registration documents from OSFM, then the OSFM removal permit will state the "owner" or "operator" of the UST is the Department. The Department's Office of Chief Counsel (OCC) will review all UST removal permits prior to submitting any removal permit to the OSFM. If the Department is not the "owner" or "operator" of the UST then it will not register the UST or pay any registration fee.

The Contractor shall be responsible for obtaining permits required for removing the UST, notification to the OSFM, using an OSFM certified tank contractor, removal and disposal of the UST and its contents, and preparation and submittal of the OSFM Site Assessment Report in accordance with 41 Ill. Admin. Code Part 176.330.

The Contractor shall contact the Engineer and the OSFM's office at least 72 hours prior to removal to confirm the OSFM inspector's presence during the UST removal. Removal, transport, and disposal of the UST shall be according to the applicable portions of the latest revision of the "American Petroleum Institute (API) Recommended Practice 1604".

The Contractor shall collect and analyze tank content (sludge) for disposal purposes. The Contractor shall remove as much of the regulated substance from the UST system as necessary to prevent further release into the environment. All contents within the tank shall be removed, transported and disposed of, or recycled. The tank shall be removed and rendered empty according to IEPA definition.

The Contractor shall collect soil samples from the bottom and sidewalls of the excavated area in accordance with 35 Ill. Admin. Code Part 734.210(h) after the required backfill has been removed during the initial response action, to determine the level of contamination remaining in the ground, regardless if a release is confirmed or not by the OSFM on-site inspector.

In the event the UST is designated a leaking underground storage tank (LUST) by the OSFM's inspector, or confirmation by analytical results, the Contractor shall notify the Engineer and the District Environmental Studies Unit (DESU). Upon confirmation of a release of contaminants and notifications to the Engineer and DESU, the Contractor shall report the release to the Illinois Emergency Management Agency (IEMA) (e.g., by telephone or electronic mail) and provide them with whatever information is available ("owner" or "operator" shall be stated as the past registered "owner" or "operator", or the IDOT District in which the tank is located and the DESU Manager).

The Contractor shall perform the following initial response actions if a release is indicated by the OSFM inspector:

- (a) Take immediate action to prevent any further release of the regulated substance to the environment, which may include removing, at the Engineer's discretion, and disposing of up to 4 ft (1.2 m) of the contaminated material, as measured from the outside dimension of the tank;
- (b) Identify and mitigate fire, explosion and vapor hazards;
- (c) Visually inspect any above ground releases or exposed below ground releases and prevent further migration of the released substance into surrounding soils and groundwater; and
- (d) Continue to monitor and mitigate any additional fire and safety hazards posed by vapors and free product that have migrated from the tank excavation zone and entered into subsurface structures (such as sewers or basements).

The tank excavation shall be backfilled according to applicable portions of Sections 205, 208, and 550 with a material that will compact and develop stability. All uncontaminated concrete and soil removed during tank extraction may be used to backfill the excavation, at the discretion of the Engineer.

After backfilling the excavation, the site shall be graded and cleaned.

669.09 Regulated Substances Final Construction Report. Not later than 90 days after completing this work, the Contractor shall submit a "Regulated Substances Final Construction Report (RSFCR)" to the Engineer using form BDE 2733 and required attachments. The form shall be signed by an Illinois licensed Professional Engineer or Professional Geologist.

669.10 Method of Measurement. Non-special waste, special waste, and hazardous waste soil will be measured for payment according to Article 202.07(b) when performing earth excavation, Article 502.12(b) when excavating for structures, or by computing the volume of the trench using the maximum trench width permitted and the actual depth of the trench.

Groundwater containerized and transported off-site for management, storage, and disposal will be measured for payment in gallons (liters).

Backfill plugs will be measured in cubic yards (cubic meters) in place, except the quantity for which payment will be made shall not exceed the volume of the trench, as computed by using the maximum width of trench permitted by the Specifications and the actual depth of the trench, with a deduction for the volume of the pipe.

Engineered Barriers will be measured for payment in square yards (square meters).

669.11 Basis of Payment. The work of preparing, submitting and administering a Regulated Substances Pre-Construction Plan will be paid for at the contract lump sum price for REGULATED SUBSTANCES PRE-CONSTRUCTION PLAN.

Regulated substances monitoring, including completion of form BDE 2732 for each day of work, will be paid for at the contract unit price per calendar day, or fraction thereof to the nearest 0.5 calendar day, for REGULATED SUBSTANCES MONITORING.

The installation of engineered barriers will be paid for at the contract unit price per square yard (square meter) for ENGINEERED BARRIER.

The work of UST removal, soil excavation, soil and content sampling, the management of excavated soil and UST content, and UST disposal, will be paid for at the contract unit price per each for UNDERGROUND STORAGE TANK REMOVAL.

The transportation and disposal of soil and other materials from an excavation determined to be contaminated will be paid for at the contract unit price per cubic yard (cubic meter) for

NON-SPECIAL WASTE DISPOSAL, SPECIAL WASTE DISPOSAL, or HAZARDOUS WASTE DISPOSAL.

The transportation and disposal of groundwater from an excavation determined to be contaminated will be paid for at the contract unit price per gallon (liter) for SPECIAL WASTE GROUNDWATER DISPOSAL or HAZARDOUS WASTE GROUNDWATER DISPOSAL. When groundwater is discharged to a sanitary or combined sewer by permit, the cost will be paid for according to Article 109.05.

Backfill plugs will be paid for at the contract unit price per cubic yard (cubic meter) for BACKFILL PLUGS.

Payment for temporary staging of soil classified according to Articles 669.05(a)(1), (a)(3), (a)(4), (a)(5), (a)(6), or (b)(2) will be paid for according to Article 109.04. The Department will not be responsible for any additional costs incurred, if mismanagement of the staging area, storage containers, or their contents by the Contractor results in excess cost expenditure for disposal or other material management requirements.

Payment for accumulated stormwater removal and disposal will be according to Article 109.04. Payment will only be allowed if appropriate stormwater and erosion control methods were used.

Payment for decontamination, labor, material, and equipment for monitoring areas beyond the specified areas, with the Engineer's prior written approval, will be according to Article 109.04.

When the waste material for disposal requires sampling for landfill disposal acceptance, the samples shall be analyzed for TCLP VOCs, SVOCs, RCRA metals, pH, ignitability, and paint filter test. The analysis will be paid for at the contract unit price per each for SOIL DISPOSAL ANALYSIS using EPA Methods 1311 (extraction), 8260B for VOCs, 8270C for SVOCs, 6010B and 7470A for RCRA metals, 9045C for pH, 1030 for ignitability, and 9095A for paint filter.

The work of preparing, submitting and administering a Regulated Substances Final Construction Report will be paid for at the contract lump sum price REGULATED SUBSTANCES FINAL CONSTRUCTION REPORT."

80407

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: November 2, 2017

Revised: April 1, 2019

Replace the second paragraph of Article 109.12 of the Standard Specifications with the following:

“This mobilization payment shall be made at least seven days prior to the subcontractor starting work. The amount paid shall be at the following percentage of the amount of the subcontract reported on form BC 260A submitted for the approval of the subcontractor’s work.

Value of Subcontract Reported on Form BC 260A	Mobilization Percentage
Less than \$10,000	25%
\$10,000 to less than \$20,000	20%
\$20,000 to less than \$40,000	18%
\$40,000 to less than \$60,000	16%
\$60,000 to less than \$80,000	14%
\$80,000 to less than \$100,000	12%
\$100,000 to less than \$250,000	10%
\$250,000 to less than \$500,000	9%
\$500,000 to \$750,000	8%
Over \$750,000	7%

80391

TRAFFIC CONTROL DEVICES - CONES (BDE)

Effective: January 1, 2019

Revise Article 701.15(a) of the Standard Specifications to read:

- “(a) Cones. Cones are used to channelize traffic. Cones used to channelize traffic at night shall be reflectorized; however, cones shall not be used in nighttime lane closure tapers or nighttime lane shifts.”

Revise Article 1106.02(b) of the Standard Specifications to read:

- “(b) Cones. Cones shall be predominantly orange. Cones used at night that are 28 to 36 in. (700 to 900 mm) in height shall have two white circumferential stripes. If non-reflective spaces are left between the stripes, the spaces shall be no more than 2 in. (50mm) in width. Cones used at night that are taller than 36 in. (900 mm) shall have a minimum of two white and two fluorescent orange alternating, circumferential stripes with the top stripe being fluorescent orange. If non-reflective spaces are left between the stripes, the spaces shall be no more than 3 in. (75 mm) in width.

The minimum weights for the various cone heights shall be 4 lb for 18 in. (2 kg for 450 mm), 7 lb for 28 in. (3 kg for 700 mm), and 10 lb for 36 in. (5 kg for 900 mm) with a minimum of 60 percent of the total weight in the base. Cones taller than 36 in. shall be weighted per the manufacturer's specifications such that they are not moved by wind or passing traffic.”

80409

WORK ZONE TRAFFIC CONTROL DEVICES (BDE)

Effective: March 2, 2020

Add the following to Article 701.03 of the Standard Specifications:

“(q) Temporary Sign Supports 1106.02”

Revise the third paragraph of Article 701.14 of the Standard Specifications to read:

“For temporary sign supports, the Contractor shall provide a FHWA eligibility letter for each device used on the contract. The letter shall provide information for the set-up and use of the device as well as a detailed drawing of the device. The signs shall be supported within 20 degrees of vertical. Weights used to stabilize signs shall be attached to the sign support per the manufacturer’s specifications.”

Revise the first paragraph of Article 701.15 of the Standard Specifications to read:

“**701.15 Traffic Control Devices.** For devices that must meet crashworthiness standards, the Contractor shall provide a manufacturer’s self-certification or a FHWA eligibility letter for each Category 1 device and a FHWA eligibility letter for each Category 2 and Category 3 device used on the contract. The self-certification or letter shall provide information for the set-up and use of the device as well as a detailed drawing of the device.”

Revise the first six paragraphs of Article 1106.02 of the Standard Specifications to read:

“**1106.02 Devices.** Work zone traffic control devices and combinations of devices shall meet crashworthiness standards for their respective categories. The categories are as follows.

Category 1 includes small, lightweight, channelizing and delineating devices that have been in common use for many years and are known to be crashworthy by crash testing of similar devices or years of demonstrable safe performance. These include cones, tubular markers, plastic drums, and delineators, with no attachments (e.g. lights). Category 1 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 1 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2024.

Category 2 includes devices that are not expected to produce significant vehicular velocity change but may otherwise be hazardous. These include vertical panels with lights, barricades, temporary sign supports, and Category 1 devices with attachments (e.g. drums with lights). Category 2 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 2 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2024.

Category 3 includes devices that are expected to cause significant velocity changes or other potentially harmful reactions to impacting vehicles. These include crash cushions (impact

attenuators), truck mounted attenuators, and other devices not meeting the definitions of Category 1 or 2. Category 3 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 3 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2029. Category 3 devices shall be crash tested for Test Level 3 or the test level specified.

Category 4 includes portable or trailer-mounted devices such as arrow boards, changeable message signs, temporary traffic signals, and area lighting supports. It is preferable for Category 4 devices manufactured after December 31, 2019 to be MASH-16 compliant; however, there are currently no crash tested devices in this category, so it remains exempt from the NCHRP 350 or MASH compliance requirement.

For each type of device, when no more than one MASH-16 compliant is available, an NCHRP 350 or MASH-2009 compliant device may be used, even if manufactured after December 31, 2019.”

Revise Articles 1106.02(g), 1106.02(k), and 1106.02(l) to read:

“(g) Truck Mounted/Trailer Mounted Attenuators. The attenuator shall be approved for use at Test Level 3. Test Level 2 may be used for normal posted speeds less than or equal to 45 mph.

(k) Temporary Water Filled Barrier. The water filled barrier shall be a lightweight plastic shell designed to accept water ballast and be on the Department’s qualified product list.

Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The Engineer shall be provided one copy of the shop drawings.

(l) Movable Traffic Barrier. The movable traffic barrier shall be on the Department’s qualified product list.

Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The Engineer shall be provided one copy of the shop drawings. The barrier shall be capable of being moved on and off the roadway on a daily basis.”

80427



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City of Pekin	Tazewell	21-00000-03-GM

The following Special Provision supplement the "Standard Specifications for Road and Bridge Construction", adopted

April 1, 2016, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures of Materials" in effect on the date of invitation of bids, and the Supplemental Specification and Recurring Special Provisions indicated on the Check Sheet included here in which apply to and govern the construction of the above named section, and in case of conflict with any parts, or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

PREQUALIFICATION

Prequalification is required to bid this project in accordance with check sheet LRS 6.

TRAFFIC CONTROL

Traffic Control shall be in accordance with the applicable section of the Standard Specifications (special attention to Articles 107.09, 107.14 and 1106), the applicable guidelines in the MUTCD Manual and Standards 701301-04, 701431-13 and 7800001-05.

After award of the contract and before work commences, the Contractor shall furnish the name of the individual in their direct employ who is to be responsible for traffic control for this project. If traffic control is to be accomplished by a subcontractor, consent shall be requested of the Owner after contract award but prior to commencing work in accordance with Article 108.01 of the Standard Specifications for Road and Bridge Construction. This shall not relieve the Contractor of the requirement for a responsible individual in their direct employ.

Driveways shall be kept open to at least one lane unless written permission is obtained from the owner or all users of the driveway and approval by the City is granted. Two consecutive side streets may not be closed at the same time. The Contractor shall obtain approval from the City prior to closing side streets. The Contractor shall be responsible for notifying residents along the work area of impending work. This may be completed by providing written notes to the occupants. The City shall determine the time frame in which the Contractor shall notify residents along the work area of impending work. The City shall also determine the frequency the Contractor shall notify residents along the work area of impending work. The Contractor shall provide the City of Pekin notice that work will begin at least 5 days in advance of the start date.

All flaggers and road construction signage required to complete the project shall be considered included in Traffic Control. This includes flaggers for side roads.

All barricades in the roadway shall have functioning lights.

The entire project shall be kept open to through traffic except as noted above.

All Traffic Control required shall be included in the price for Traffic Control, Complete.

ANTI-STRIP ADDITIVE FOR HOT-MIX ASPHALT

Effective July 30, 2010

If an anti-striping additive is required for any hot-mix asphalt in accordance with Article 1030.04(c), the cost of the additive will not be paid for separately, but shall be considered as included in the contract unit price bid for the hot-mix asphalt item(s) involved.

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PROTECTION OF FRAMES AND LIDS OF UTILITY STRUCTURES

Effective March 6, 1991 Revised January 1, 2007

This work shall consist of protecting frames and lids of utility structures in the pavement after the adjacent hot-mix asphalt surface has been removed to the required depth by cold milling or by hand methods.

After the area has been swept clean and before the lane is opened to traffic, a hot bituminous mixture shall be placed around the casting, flush with its surface and decreasing to a featheredge in a distance of 4 feet (1.2 m) around the entire surface of the casting. Cold mix or milled material will not be permitted. This mixture shall remain in place until the day surfacing operations are undertaken within the immediate area of the structure. Prior to placing the surface course, the temporary hot-mix asphalt mixture shall be removed and disposed of by the Contractor as specified in Article 202.03 of the Standard Specifications.

The use of screw down temporary ramps will also be allowed.

The installation, maintenance, and removal of screw down temporary ramps and/or the installation and maintenance of temporary tapers along with their removal shall be considered included in the contract unit price per Square Yard for HOT-MIX ASPHALT SURFACE REMOVAL of the depth specified, and no additional compensation will be allowed.

HOT-MIX ASPHALT SURFACE REMOVAL

Effective: February 5, 1993 Revised: November 17, 2017 Modified by The City of Pekin: February 12, 2020

Description: This work shall consist of removing a portion of the existing hot-mix asphalt concrete surface course in accordance with the applicable portions of Section 440 and 1101 of the Standard Specifications, this special provision, details in the plans and as directed by the City. The cold milled salvaged aggregate resulting from this operation shall be hauled away and shall be the property of the Contractor.

When the teeth become worn so that they do not produce a uniform surface texture, they shall all be changed at the same time (as a unit). Occasionally, individual teeth may be changed if they lock up or break, but this method shall not be used to avoid changing the set of teeth as a unit.

The moldboard is critical in obtaining the desired surface texture. It shall be straight, true, and free of excessive nicks or wear, and it shall be replaced as necessary to uniformly produce the required surface texture. Gouging of the pavement by more than 1/4 inch shall be sufficient cause to require replacement of all teeth. Occasional gouges, due to deteriorated pavement condition, or separation of lifts will not be cause to replace all teeth. The City will be the sole judge of the cause of the pavement gouging and the corrective work required. Corrective work due to negligence or poor workmanship will be at the Contractor's expense.

General: Weather conditions, when milling work is performed, must be such that short term or temporary pavement markings can be placed the day the surface is milled in accordance with Section 703 "Work Zone Pavement Markings." Temporary pavement markings will not be necessary on 5th Street.

An automatic grade control device shall be used when milling mainline pavement and shall be capable of controlling the elevation of the drum relative to either a preset grade control stringline or a grade reference device traveling on the adjacent pavement surface. The automatic grade control device may be utilized on only one side of the machine with an automatic slope control device controlling the opposite side. The traveling grade reference device shall not be less than 30 feet in length for rural areas. For urban areas, a device not less than 20 feet in length will be required. When milling cross roads, turn lanes, intersections,

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crossovers, or other miscellaneous areas, the City may permit the use of a matching shoe.

The Contractor shall mill a depth according to the plans herein at the centerline and project the proposed cross slope to the edge of pavement. In the event the milling at the outer edge of the lane would exceed the planned mill depth; then the Contractor shall reduce the cut at the centerline to provide the maximum cut of the planned mill depth at the edge of pavement. If deemed necessary and approved by the City, the Contractor may reduce the cross slope of the pavement.

Surface tests will be performed according to Article 406.11 of the Standard Specifications. The profile will be taken 3 ft. from and parallel to each edge of pavement and 3 ft. from and parallel to the centerline on each side. If a shadow area is found at the 3 ft. points, the pavement smoothness tester will be moved sufficient distance either side to measure the Contractor's milling efforts. If any (milled) surface variations found to be outside the tolerance of Article 406.11, then the roadway shall be reprofiled at no additional cost. In addition, the Contractor shall be responsible for refilling, with approved hot-mix asphalt mixtures, any area that lowered the pavement profile as a result of his faulty milling operations if directed by the City. The Contractor shall be responsible for providing the pavement smoothness tester described elsewhere to retest the pavement profile obtained.

If the milling depth is intended to expose the original concrete pavement, then additional hand or machine work may be necessary to remove any remaining veneer of bituminous pavement which may be left in place behind the milling machine. Such work will be at the direction of the City and at no extra cost to the City.

The Contractor shall provide a 10' straightedge equipped with a carpenter's level or a 7' electronic straightedge to check the cross slope of the roadway at regular intervals as directed by the City.

Surface Texture: Each tooth on the cutting drum shall produce a series of discontinuous longitudinal striations. There shall be 16 to 20 striations (tooth marks) for each tooth for each 6' in the longitudinal direction, and each striation shall be 1.7 inches $\pm$ 0.2 inch in length after the area is planed by the moldboard. Thus, the planed length between each pair of striations shall be 2.3 inches $\pm$ 0.2 inch. There shall be 80 to 96 rows of discontinuous longitudinal striations for each 5' in the transverse dimension. The areas between the striations in both the longitudinal and transverse directions shall be flat topped and coplaner. The moldboard shall be used to cut this plane; and any time the operation fails to produce this flat plane interspersed with a uniform pattern of discontinuous longitudinal striations, the operation shall be stopped and the cause determined and corrected before recommencing. Other similar patterns of uniform discontinuous longitudinal striations interspersed on a flat plane may be approved by the City.

The startup milling speed shall be limited to a maximum of 50' per minute. The Contractor shall limit his operations to this speed to demonstrate his ability to obtain the striations and rideability as described above. If the Contractor is able to demonstrate that he can consistently obtain the desired striations and rideability at a greater speed he will be permitted to run at the increased speed.

Cleanup: After cold milling a traffic lane and before opening the lane to traffic, the pavement shall be swept by a (a) self-propelled street sweeper with power vacuum capability or (b) mechanical broom to prevent compaction of the cuttings onto the pavement. All loose material shall be removed from the roadway in accordance with the CLEANING AFTER MILLING OPERATION SPECIAL PROVISION. Before the prime coat is placed, the pavement shall be cleaned of all foreign material to the satisfaction of the City.

This cleanup work shall be considered included in the contract unit price per Square Yard for HOT-MIX ASPHALT SURFACE REMOVAL of the depth specified, and no additional compensation will be allowed.

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Method of Measurement:

(a) Contract Quantities. The requirements for the use of Contract Quantities shall be Article 202.07(a) of the Standard Specifications.

(b) Measured Quantities. Cold milling and planing will be measured and the area computed in square yards (square meters) of surface.

Areas not milled (shadow areas) due to rutting in the existing pavement surface will be included in the area measured for payment.

Basis of Payment: The cold milling and planing will be paid for at the contract unit price per Square Yard for HOT-MIX ASPHALT SURFACE REMOVAL of the depth specified. Payment as specified will include variations in depth of cuts due to rutting, superelevations, and pavement crown and no additional compensation will be allowed.

HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT

This work shall be in accordance with Section 406 of the Standard Specifications, applicable Special Provisions, and applicable details in the plans.

Surface removal for butt joints will not be paid for separately but shall be considered included in the contract unit price per Square Yard for HOT-MIX ASPHALT SURFACE REMOVAL of the depth specified.

TEMPORARY RAMPS

This work shall be in accordance with Section 406 of the Standard Specifications, applicable Special Provisions, and applicable details in the plans.

Temporary Ramps will not be paid for separately but shall be considered included in the contract unit price per Square Yard for HOT-MIX ASPHALT SURFACE REMOVAL of the depth specified.

MANHOLES TO BE ADJUSTED WITH NEW FRAME AND LID

This work shall consist of replacing manhole castings to match the final pavement grade after milling and surfacing operations are completed.

This work shall be done in accordance with Section 602 of the Standard Specifications.

This work will include removal and replacement of existing pavement as needed, furnishing new manhole castings, setting new castings to the correct elevation, and all collateral work. This work will be paid for at the contract unit price per Each for MANHOLES TO BE ADJUSTED WITH NEW FRAME AND LID.

SCHEDULE

All work shall be completed by October 31, 2021. Article 108.09 (Failure to Complete the Work on Time) in the Standard Specifications shall apply. Concrete curb repairs are taking place as part of a separate project and shall be completed by August 30, 2021. No milling work can take place until curb is installed.

Attachment: Exhibit B - Unexecuted Contract 21-00000-03-GM (2701 : Resolution No. 294-21/22 Award 5th Street Mill & Overlay Project)

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CLEANING AFTER MILLING OPERATION

This operation shall include removal of all milled material from the roadway and gutter. After picking up the bulk of said grindings, remaining grindings are to be watered prior to mechanically brooming so as to not create excessive dust. Said operation shall be done in such a manner as to not allow milled material on adjacent grass, sidewalk or drives.

The Contractor shall be responsible for removing any remaining asphalt material (adhered or non-adhered to the concrete gutter) from the existing gutter.

All cleaning described in this section is considered as included in the contract unit price per Square Yard for HOT-MIX ASPHALT SURFACE REMOVAL of the depth specified.

UTILITY ADJUSTMENTS

The Contractor will be responsible for coordinating any gas or water valve adjustments. This work will be considered as included in the contract unit price per Ton of POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE of the friction aggregate mixture and Ndesign specified.

STAKING

The Owner will provide painted marks for milling and surfacing limits. The Contractor is responsible for determining the milling depth and proposed cross slope of the pavement. The Contractor is responsible for determining the amount, if any, of adjustment needed for each manhole. The Engineer can assist with and approve the determinations. Any layout or staking work to be done by the Contractor will be considered as included in the contract.

SIGN RELOCATION

Stop signs or other existing signs that require temporary removal during construction shall be replaced after construction at no additional cost. The cost for removing, storing and replacing signs shall be considered as included in the contract.

POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE

Polymerized HMA Surface Course shall be placed in accordance with Section 406 of the Standard Specifications and shall be paid for at the contract unit price per ton of POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE.

POLYMERIZED BITUMINOUS MATERIALS TACK COAT

Tack coat shall be placed in accordance with Section 406 of the Standard Specifications and shall be paid for at the contract unit price per pound of Polymerized Bituminous Materials (Tack Coat).

Tazewell County Prevailing Wage Rates posted on 3/15/2021

Trade Title	Rg	Type	C	Base	Foreman	Overtime				H/W	Pension	Vac	Trng	Othe Ins
						M-F	Sa	Su	Hol					
ASBESTOS ABT-GEN	NW	BLD		27.50	29.00	1.5	1.5	2.0	2.0	8.50	21.41	0.00	0.80	
ASBESTOS ABT-GEN	NW	HWY		31.27	32.77	1.5	1.5	2.0	2.0	8.50	23.88	0.00	0.80	
ASBESTOS ABT-GEN	SE	BLD		29.70	31.20	1.5	1.5	2.0	2.0	9.75	16.29	0.00	0.80	
ASBESTOS ABT-MEC	All	BLD		32.96	35.60	1.5	1.5	2.0	2.0	14.07	12.30	0.00	0.77	
BOILERMAKER	All	BLD		41.00	44.00	1.5	1.5	2.0	2.0	7.07	20.57	0.00	1.24	
BRICK MASON	All	BLD		35.95	37.45	1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.85	
CARPENTER	All	BLD		33.58	35.83	1.5	1.5	2.0	2.0	8.90	19.50	0.00	0.70	
CARPENTER	All	HWY		36.16	38.41	1.5	1.5	2.0	2.0	8.90	20.50	0.00	0.67	
CEMENT MASON	All	BLD		31.48	33.23	1.5	1.5	2.0	2.0	9.00	18.94	0.00	0.66	
CEMENT MASON	All	HWY		32.98	34.48	1.5	1.5	2.0	2.0	9.00	19.47	0.00	0.68	
CERAMIC TILE FINISHER	All	BLD		33.46		1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.84	
ELECTRIC PWR EQMT OP	All	ALL		47.70	56.60	1.5	1.5	2.0	2.0	7.93	13.36	0.00	0.72	
ELECTRIC PWR GRNDMAN	All	ALL		32.41	56.60	1.5	1.5	2.0	2.0	7.47	9.07	0.00	0.48	
ELECTRIC PWR LINEMAN	All	ALL		53.09	56.60	1.5	1.5	2.0	2.0	8.09	14.86	0.00	0.80	
ELECTRIC PWR TRK DRV	All	ALL		34.02	56.60	1.5	1.5	2.0	2.0	7.52	9.53	0.00	0.51	
ELECTRICIAN	All	BLD		39.00	41.50	1.5	1.5	2.0	2.0	8.40	13.97	0.00	0.80	
ELECTRONIC SYSTEM TECH	All	BLD		30.65	32.65	1.5	1.5	2.0	2.0	7.70	12.77	0.00	0.40	
ELEVATOR CONSTRUCTOR	All	BLD		49.32	55.49	2.0	2.0	2.0	2.0	15.87	19.31	3.95	0.64	
GLAZIER	All	BLD		36.16	38.16	1.5	1.5	1.5	2.0	12.67	9.74	0.00	1.25	
HEAT/FROST INSULATOR	All	BLD		43.95	46.59	1.5	1.5	2.0	2.0	14.07	13.76	0.00	0.77	
IRON WORKER	All	BLD		33.06	34.96	1.5	1.5	2.0	2.0	11.51	17.87	0.00	0.84	
IRON WORKER	All	HWY		38.66	40.66	1.5	1.5	2.0	2.0	11.51	17.87	0.00	0.99	
LABORER	NW	BLD		26.50	28.00	1.5	1.5	2.0	2.0	8.50	21.41	0.00	0.80	
LABORER	NW	HWY		30.52	32.02	1.5	1.5	2.0	2.0	8.50	23.88	0.00	0.80	
LABORER	SE	BLD		29.70	31.20	1.5	1.5	2.0	2.0	9.75	16.29	0.00	0.80	
LABORER	SE	HWY		33.50	35.00	1.5	1.5	2.0	2.0	9.75	19.58	0.00	0.80	
LATHER	All	BLD		33.58	35.83	1.5	1.5	2.0	2.0	8.90	19.50	0.00	0.70	
MACHINERY MOVER	All	HWY		38.66	40.66	1.5	1.5	2.0	2.0	11.51	17.87	0.00	0.99	
MACHINIST	All	BLD		49.68	52.18	1.5	1.5	2.0	2.0	7.93	8.95	1.85	1.47	
MARBLE FINISHER	All	BLD		33.46		1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.84	
MARBLE MASON	All	BLD		36.70	37.95	1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.86	

Attachment: Exhibit B - Unexecuted Contract 21-00000-03-GM (2701 : Resolution No. 294-21/22 Award 5th Street Mill & Overlay Project)

MILLWRIGHT	All	BLD		33.06	35.31	1.5	1.5	2.0	2.0	8.90	20.37	0.00	0.70
MILLWRIGHT	All	HWY		36.40	38.65	1.5	1.5	2.0	2.0	8.90	20.85	0.00	0.67
OPERATING ENGINEER	All	BLD	1	42.05	45.05	1.5	1.5	2.0	2.0	10.50	21.25	0.00	3.60
OPERATING ENGINEER	All	BLD	2	38.93	45.05	1.5	1.5	2.0	2.0	10.50	21.25	0.00	3.60
OPERATING ENGINEER	All	BLD	3	33.78	45.05	1.5	1.5	2.0	2.0	10.50	21.25	0.00	3.60
OPERATING ENGINEER	All	HWY	1	42.05	45.05	1.5	1.5	2.0	2.0	10.50	21.25	0.00	3.60
OPERATING ENGINEER	All	HWY	2	38.93	45.05	1.5	1.5	2.0	2.0	10.50	21.25	0.00	3.60
OPERATING ENGINEER	All	HWY	3	33.78	45.05	1.5	1.5	2.0	2.0	10.50	21.25	0.00	3.60
PAINTER	All	ALL		37.67	39.67	1.5	1.5	1.5	2.0	15.38	7.20	0.00	1.35
PAINTER - SIGNS	All	BLD		40.74	45.75	1.5	1.5	2.0	2.0	3.04	3.90	0.00	0.00
PILEDRIIVER	All	BLD		34.58	36.83	1.5	1.5	2.0	2.0	8.90	19.50	0.00	0.70
PILEDRIIVER	All	HWY		36.16	38.41	1.5	1.5	2.0	2.0	8.90	20.50	0.00	0.67
PIPEFITTER	All	BLD		39.60	43.96	1.5	1.5	2.0	2.0	7.75	14.58	0.00	1.16
PLASTERER	All	BLD		30.30	31.80	1.5	1.5	2.0	2.0	9.00	19.18	0.00	0.90
PLUMBER	All	BLD		36.22	39.48	1.5	1.5	2.0	2.0	7.75	16.21	0.00	1.25
ROOFER	All	BLD		32.00	35.20	1.5	1.5	2.0	2.0	9.50	10.79	0.00	0.30
SHEETMETAL WORKER	All	BLD		34.74	36.48	1.5	1.5	2.0	2.0	10.22	18.30	0.00	1.02
SIGN HANGER	All	HWY		38.66	40.66	1.5	1.5	2.0	2.0	11.51	17.87	0.00	0.99
SPRINKLER FITTER	All	BLD		41.97	44.72	1.5	1.5	2.0	2.0	10.23	14.02	0.00	0.52
STEEL ERECTOR	All	HWY		38.66	40.66	1.5	1.5	2.0	2.0	11.51	17.87	0.00	0.99
STONE MASON	All	BLD		35.95	37.45	1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.85
TERRAZZO FINISHER	All	BLD		33.46		1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.84
TERRAZZO MASON	All	BLD		36.70	37.95	1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.86
TILE MASON	All	BLD		36.70	37.95	1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.86
TRUCK DRIVER	All	ALL	1	38.93	43.17	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25
TRUCK DRIVER	All	ALL	2	39.50	43.17	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25
TRUCK DRIVER	All	ALL	3	39.77	43.17	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25
TRUCK DRIVER	All	ALL	4	40.14	43.17	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25
TRUCK DRIVER	All	ALL	5	41.21	43.17	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25
TRUCK DRIVER	All	O&C	1	31.14	34.54	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25
TRUCK DRIVER	All	O&C	2	31.60	34.54	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25
TRUCK DRIVER	All	O&C	3	31.82	34.54	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25
TRUCK DRIVER	All	O&C	4	32.11	34.54	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25
TRUCK DRIVER	All	O&C	5	32.97	34.54	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25
TUCKPOINTER	All	BLD		35.95	37.45	1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.85

Legend**Rg** Region**Type** Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers**C** Class**Base** Base Wage Rate**OT M-F** Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.**OT Sa** Overtime pay required for every hour worked on Saturdays**OT Su** Overtime pay required for every hour worked on Sundays**OT Hol** Overtime pay required for every hour worked on Holidays**H/W** Health/Welfare benefit**Vac** Vacation**Trng** Training**Other Ins** Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations TAZEWELL COUNTY

ASBESTOS - See Laborers

CARPENTERS (NORTH) - That part of the county North including the towns of Marquette Hts., Morton, Creve Coeur and Deer Creek.

LABORERS (NORTHWEST) - The area bounded by the old city limits of East Peoria.

MILLWRIGHTS - See Carpenters PILEDRIVERS - See Carpenters

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - Removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard

tiles.

ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control system microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION Class 1. Drivers on 2 axle trucks hauling less than 9 ton. A compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and or the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stockpiling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

OPERATING ENGINEERS - BUILDING

Class 1. Cranes; Overhead Cranes; Gradall; All Cherry Pickers; Mechanics; Central Concrete Mixing Plant Operator; Road Pavers (27E - Dual Drum - Tri Batchers); Blacktop Plant Operators and Plant Engineers; 3 Drum Hoist; Derricks; Hydro Cranes; Shovels; Skimmer Scoops; Koehring Scooper; Drag Lines; Backhoe; Derrick Boats; Pile Drivers and Skid Rigs; Clamshells; Locomotive Cranes; Dredge (all types) Motor Patrol; Power Blades - Dumore - Elevating and similar types; Tower Cranes (Crawler-Mobile) at Stationary; Crane-type Backfiller; Drott Yumbo and similar types considered as Cranes; Caisson Rigs; Dozer; Tournadozer; Work Boats; Ross Carrier; Helicopter; Tournapulls - all and similar types; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Heavy Equipment Greaser; CMI, CMI Belt Placer, Auto Grade & 3 Track and similar types; Side Booms; Multiple Unit Earth Movers; Creter Crane; Trench Machine; Pump-crete-Belt Crete-Squeeze Cretes-Screw-type Pumps and Gypsum; Bulker & Pump - Operator will clean; Formless Finishing Machine; Flaherty Spreader or similar types; Screed Man on Laydown Machine; Wheel Tractors (industrial or Farm-type w/Dozer-Hoe-Endloader or other attachments F.W.D. & Similar Types; Vermeer Concrete Saw.

Class 2. Dinkeys; Power Launches; PH One-pass Soil Cement Machine (and similar types); Pugmill with Pump; Backfillers; Euclid Loader; Forklifts; Jeeps w/Ditching Machine or other attachments; Tunnelugger; Automatic Cement and Gravel Batching Plants; Mobile Drills (Soil Testing) and similar types; Gurries and Similar Types; (1) and (2) Drum Hoists (Buck Hoist and Similar Types); Chicago Boom; Boring Machine & Pipe Jacking Machine; Hydro Boom; Dewatering System; Straw Blower; Hydro Seeder; Assistant Heavy Equipment Greaser on Spread; Tractors (Track type) without Power Unit pulling Rollers; Rollers on Asphalt -- Bri Macadem; Concrete Breakers; Concrete Spreaders; Mule Pulling Rollers; Center Stripper; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Cement Finishing Machine; Barber Green or similar loaders; Vibro Tamper (All similar types) Self-propelled; Winch or Boom Truck; Mechanical Bull Floats; Mixers over 3 Bag to 27E; Tractor pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Truck Type Hoptoe Oilers; Fireman; Spray Machine on Paving; Curb Machines; Truck Crane Oilers; Oil Distributor; Truck-Mounted Saws.

Class 3. Air Compressor; Power Subgrader; Straight Tractor; Trac Air without attachments; Herman Nelson Heater, Dravo, Warner Silent Glo, and similar types; Roller: Five (5) Ton and under on Earth or Gravel; Form Grader; Crawler Crane & Skid Rig Oilers; Freight Elevators - permanently installed; Pump; Light Plant; Generator; Conveyor (1) or (2) - Operator will clean; Welding Machine; Mixer (3) Bag and Under (Standard Capacity with skip); Bulk Cement Plant; Oiler on Central Concrete Mixing Plant.

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

CLASS 1. Cranes; Hydro Cranes; Shovels; Crane Type Backfiller; Tower, Mobile, Crawler, & Stationary Cranes; Derricks; Hoists (3 Drum); Draglines; Drott Yumbo & Similar Types considered as Cranes; 360 Degree Swing Excavator (Shears, Grapples, Movacs, etc.); Back Hoe; Derrick Boats; Pile Driver and Skid Rigs; Clam Shell; Locomotive - Cranes; Road Pavers - Single Drum - Dual Drum - Tri Batcher; Motor Patrols & Power Blades - Dumore - Elevating & Similar Types; Mechanics; Central Concrete Mixing Plant Operator; Asphalt Batch Plant Operators and Plant Engineers; Gradall; Caisson Rigs; Skimmer Scoop - Koering Scooper; Dredges (all types); Hoptoe; All Cherry Pickers; Work Boat; Ross Carrier; Helicopter; Dozer; Tournadozer; Tournapulls - all and similar type Operation of Concrete and all Recycle Machines; Multiple Unit Earth Movers; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Operation of Material Crusher, Screening Plants, and Tunnel Boring Machine; Heavy Equipment Greaser (top greaser on spread); CMI, Auto Grade, CMI Belt Placer & 3 Track and Similar Types; Side Booms; Asphalt Heater & Planer Combination (used to plane streets); Wheel Tractors (with Dozer, Hoe or Endloader Attachments); CAT Earthwork Compactors and Similar Types; Blaw Knox Spreader and Similar Types; Trench Machines; Pump Crete - Belt Crete - Squeeze Crete - Screw Type Pumps and Gypsum (operator will clean); Creter Crane; Operation of Concrete Pump Truck; Formless Finishing Machines; Flaherty Spreader or Similar Types; Screed Man on Laydown Machine; Vermeer Concrete Saw; Operation of Laser Screed; Span Saw; Dredge Leverman; Dredge Engineer; Lull or Similar Type; Hydro-Boom Truck Operation of Guard Rail Machine; and Starting Engineer on Pipeline or Construction (11 or more pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc, and Ground Heater (Trailer Mounted).

CLASS 2. Bulker & Pump; Power Launches; Boring Machine & Pipe Jacking Machine; Dinkeys; Operation of Carts, Powered Haul Unit for a Boring Machine; P & H One Pass Soil Cement Machines and Similar Types; Wheel Tractors (Industry or Farm Type - Other); Back Fillers; Euclid Loader; Fork Lifts; Jeep w/Ditching Machine or Other Attachments; Tunnelugger; Automatic Cement & Gravel Batching Plants; Mobile Drills - Soil Testing and Similar Types; Pugmill with Pump; All (1) and (2) Drum Hoists; Dewatering System; Straw Blower; Hydro-Seeder; Bump Grinders (self-propelled); Assistant Heavy Equipment Greaser; Apsco Spreader; Tractors (Track-Type) without Power Units Pulling Rollers; Rollers on Asphalt - Brick or Macadam; Concrete Breakers; Concrete Spreaders; Cement Strippers; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Vibro-Tampers (All Similar Types Self-Propelled); Mechanical Bull Floats; Self-Propelled Concrete Saws; Truck Mounted Power Saws; Operation of Curb Cutters; Mixers - Over Three (3) Bags; Winch and Boom Trucks; Tractor Pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Mule Pulling Rollers; Pugmill without Pump; Barber Greene or Similar Loaders; Track Type Tractor w/Power Unit attached (minimum); Fireman; Spray Machine on Paving; Curb Machines; Paved Ditch Machine; Power Broom; Self-Propelled Sweepers; Self-Propelled Conveyors; Power Subgrader; Oil Distributor; Straight Tractor; Truck Crane Oiler; Truck Type Oilers;

Directional Boring Machine; Horizontal Directional Drill; Articulating End Dump Vehicles; Starting Engineer on Pipeline or Construction (6 -10 pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pump (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

CLASS 3. Straight Framed Truck Mounted Vac Unit (separately powered); Trac Air Machine (without attachments); Rollers - Five Ton and Under on Earth and Gravel; Form Graders; Bulk Cement Plant; Oilers; and Starting Engineer on Pipeline or Construction - 5 pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will, upon being contacted, state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by a landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.