City of Pekin

REGULAR COUNCIL MEETING MONDAY, JULY 14, 2014
5:30 P.M.

	1	2
1.0 CALL TO ORDER		
2.0 PLEDGE OF ALLEGIANCE *Mayor Laurie Barra*		
3.0 ROLL CALL *Clerk to Call the Roll*		
4.0 APPROVAL OF AGENDA ***ACTION:*** *Motion to approve the meeting agenda.* ***VOTE REQUIRED***		
5.0 APPROVAL OF MINUTES ***ACTION:*** *Motion to approve minutes of the Regular Council Meeting June 23, 2014.* ***VOTE REQUIRED***		
6.0 PUBLIC INPUT ON AGENDA ITEMS *Speakers to state name, address, and spell last name. Speakers will be given 5 minutes to address the Council. Comments unrelated to agenda items are accepted during "Public Comments" near the end of the meeting.*		
7.0 CONSENT AGENDA		
7.1 Receive and File Monthly Reports: Human Rights Committee Minutes April 23, 2014 and Tazewell County Animal Control June Report.		
7.2 Receive and File Bids for Broadway Reconstruction – Court Street to 8th Street opened July 8, 2014.		
7.3 Receive and File Minutes of the Planning Commission Special Meeting dated June 25, 2014.		
7.4 Receive and File Pekin Planning Commission Hearings and Recommendations: a. Hearing #06-1879 recommends the denial for the Rezoning from R-4 (Single Family Residential District) to B-3 (General Business District) located at 207, 210 and 211 N. 9th Street (West Campus Property) b. Hearing #06-1880 Pekin Planning Commission dismissed the Site Plan due to the denial of rezoning of property located at 207, 210 and 211 N. 9th Street (West Campus Property)		
8.0 COMMUNICATIONS, PETITIONS, REPORTS		
9.0 NEW BUSINESS		

9.1 Ordinance No. 1568-A199-14/15 – Rezoning of Certain Property **DESCRIPTION:** Rezoning of property from R-4 (Single Family Residential) District to B-3 (General Business) District located at 207, 210 and 211 N. 9th Street (West Campus Property) PIN #04-04-35-363-001 and 04-04-35-363-002. **ACTION:** Motion to adopt the ordinance. **VOTE REQUIRED**	DG	5
9.2 Ordinance No. 2702-14/15 – Crime Free Housing Ordinance for Problem Oriented Policing (POP) **DESCRIPTION:** **ACTION:** Motion to adopt the ordinance. **VOTE REQUIRED**	GN	2
9.3 Pekin Housing Authority Rehabilitation Consulting Contract **DESCRIPTION:** Terms and conditions of the renewal contract for the CDBG Rehab Coordinator position with the Housing Authority. **ACTION:** Motion to approve the contract in the amount of $2,597.00 a month from May 1, 2014 to April 30, 2015. **VOTE REQUIRED**	PA	4
9.4 (CAPER) Consolidated Annual Performance Evaluation Report for Community Development Block Grant (CDBG) Entitlement – Period of May 1, 2013 to April 30, 2014. **DESCRIPTION:** HUD required yearly evaluation report stating the accomplished goals and performance measurements based on 5 Year Consolidated Plan. **ACTION:** Motion to approve the CAPER. **VOTE REQUIRED**	PA	4
9.5 2014 Action Plan Amendment #1 for Community Development Block Grant **DESCRIPTION:** Reallocation of CDBG Dollars for the 2014 Action Plan. **ACTION:** Motion to approve 2014 Action Plan Amendment. **VOTE REQUIRED**	PA	4
9.6 Broadway Reconstruction – Court Street to 8th **DESCRIPTION:** Pavement removal, construction of PCC pavement, curb and gutter removal and replacement, sidewalk removal and replacement, PCC ADA ramp, and all collateral work. **ACTION:** Motion to approve the bid in the amount of $214,785.05 and award the contract to United Contractors Midwest (UMC). **VOTE REQUIRED**	MG	3
10.0 ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL **10.1** Staff **10.2** Council **10.3** Five Minute Public Comments **10.4** Press Time		

11.0 EXECUTIVE SESSION 65 ILCS 120/2 (c) 6. Sale of Municipally Owned Property and 5. Purchase or Lease of Property		
12.0 ADJOURN No Vote Required		

Column 1 Key:

DG	Darin Girdler City Manager	PA	Pamela Anderson Community Development
GN	Greg Nelson Police Chief	MG	Michael Guerra City Engineer

Column 2 Key:

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

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

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

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

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

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PROCEEDINGS OF THE REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF CITY HALL
111 SOUTH CAPITOL STREET
ON MONDAY, JUNE 23, 2014 AT 5:30 O'CLOCK P.M.
LAURIE L. BARRA * MAYOR * PRESIDING

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

ABSENT: COUNCIL MEMBER MCCABE

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

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

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

MINUTES
Motion by Council Member Hendricks, seconded by Council Member Abel that the **minutes of the Regular City Council Meeting of May 27, 2014 and the Special Council Meeting of June 2, 2014 be approved as written.** On roll call vote; Ayes, Golden, Orrick, Gillespie, Abel, and Barra; Abstain, Hendricks. Motion Carried.

PUBLIC INPUT ON AGENDA ITEMS
Bob Bramham, 2108 Velde Drive, addressed the Employment Contract. He questioned if Mr. Girdler received a 3% raise this year and if there would be an assistant. In regards to an Ameren Agreement he asked the total cost of Veterans Drive ring-road.

Jim Mangan, 1200 Parkway Drive, stated it was a wise decision hiring Mr. Girdler. In regards to the Employment Contract he quested if Mr. Girdler was offered less than $125,000. He felt the amount was excessive and encouraged the Council not to approve the contract.

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

7.1 Receive and File Monthly Reports: Building and Inspections Department April Report; Liquor Commission unapproved minutes dated May 22, 2014; Traffic Safety Committee minutes dated June 6, 2014; Police Department May Report; and Tazewell County Animal Control May Report.
7.2 Adopt: Resolution No. 103-14/15 – Annual Prevailing Wage Resolution.
7.3 Receive and File: Bids for Sludge Waste Disposal Pekin Wastewater Treatment Plant opened June 13, 2014 @ 10:00 a.m.
7.4 Adopt: Resolution No. 104-14/15 – Appointment of Darin Girdler to PPUATS as Alternate Policy Committee Member and Alternate Technical Committee Member

On roll call vote all present voted Aye.

NEW BUSINESS
Motion by Council Member Hendricks, seconded by Council Member Orrick that the **AGREEMENT WITH ILLINOIS DEPARTMENT OF TRANSPORTATION ANNUAL STATE ROUTES MAINTENANCE** be approved. City Manager Joseph Wuellner recommended

the annual 12 month increment of a contract through June 30, 2015 with IDOT for reimbursement to the City for maintenance provided by the Street Department on State highways. He advised the computation for the period of July 1, 2014 to June 30, 2015 was $94,100.95.Council Member Golden requested how the time was accounted for City people. Mr. Wuellner stated there was no way to accurately track how many road man hours were spend at this time. On roll call vote all present voted Aye.

Motion by Council Member Orrick, seconded by Council Member Gillespie that the **AGREEMENT BETWEEN THE CITY OF PEKIN AND AMEREN TO RELOCATE POWER LINES ON VETERANS DRIVE** be approved. Mr. Wuellner presented an Easement to allow for the continuation of the VFW improvements and the estimated cost for the scope of work at $1,152,228.23. Discussion followed on the price estimate of the proposal from Ameren. Mr. Wuellner advised the Council that funding was from the State of Illinois Capitol Fund given to the City. Council Member Abel questioned why the lines could not run underground and was told because of the high voltage of transmission lines. On roll call vote all present voted Aye.

Motion by Council Member Gillespie, seconded by Council Member Orrick that the **BID FOR WASTEWATER TREATMENT PLANT WASTE REMOVAL BE APPROVED AND THE CONTRACT AWARDED TO WASTE MANAGEMENT.** Mr. Wuellner explained to the Council the contract for the collection and transportation of Wastewater Treatment processed sludge would be taken to the Indian Creek Landfill and that the difference in this new contract was the sludge was not liquid. For City employees to perform the work the City would need to purchase semi-trailers. On roll call vote all present voted Aye.

Motion by Council Member Abel, seconded by Council Member Hendricks that the **EMPLOYMENT CONTRACT BETWEEN THE CITY OF PEKIN AND DARIN W. GIRDLER, CITY MANAGER FROM JULY 1, 2014-JUNE 30, 2017** be approved. Attorney Burt Dancey presented the basic form of the employment contract used for all previous City Managers. Human Resources Director Sarah Newcomb gave the Council background in arriving at the salary and benefits offered in the agreement. Significant municipal experience; the amount offered to candidates four years ago; the succession goal expressed by Council when a City Manager was hired; Mr. Girdler's Economic Development background and the 2 ½ years worth of knowledge of the City administration, were major considerations. Each Council Member gave reasons why they would approve the contract. On roll call vote all present voted Aye.

Motion by Council Member Golden, seconded by Council Member Orrick that the **ACQUISITION OF EASEMENTS FOR PHASE III LONG TERM CSO PLAN IN AN AMOUNT NOT TO EXCEED $50,000.00,** be approved. City Engineer Michael Guerra requested authorization to negotiate and obtain 11 easements from multiple owners, including businesses, individuals and railroads, needed to secure the low interest IEPA loan for location of sanitary sewers. On roll call vote all present voted Aye.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Appreciation was extended to Joseph Wuellner for his 15 years of service to the City and upon retirement as City Manager. Mr. Wuellner thanked the Council for their support and guidance throughout the years.

Council Member Abel asked if the City could utilize offenders who had community service hours as restitution for cleaning up properties. Deputy Chief Baxter said he would check with the Tazewell Probation Office. Council Member Golden asked the status of seeding of the West Campus lot by the new owner. Mr. Wuellner indicated the grading of the property was delayed due to sewer lateral work. Seeding would be difficult this late in the summer.

Bob Bramham, 2103 Velde Drive addressed the Council. The following matters were questioned and/or discussed: why was it up to the manager to hire or not hire an assistant City Manager; the total costs of the Veterans Drive Project was estimated at $30 million. Many things come up during construction; the Library $400,000 wind-fall. Mr. Bramham stated that the City did not have a revenue problem-the City had a spending problem.

Shirley Faichney, 320 State Street, questioned the Council if the City roads would be repaired. She did not agree with the money that was spent for the pier and riverfront

Ann Witzig, 11501 Antioch Tremont, Il, questioned why she was being charged $9.00 Capitol Improvement or surcharge on her wastewater bills.

Jim Mangan, 1200 Parkway Drive, addressed the Council regarding pension and retiree funds and contributions.

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

COUNCIL ADJOURNED AT 6:25. P.M.

Sue E. McMillan
City Clerk

City of Pekin
Human Rights Committee
April 23, 2014
Minutes

I. Welcome and introductions – Meeting called to order by Danielle Owens at 7:35am. Present: Pamela Anderson, Telesia Crnkovich, Melinda Figge, Bill Fleming, Roger Goodson, Lynn Johnson, Danielle Owens, Gregg Ratliff, Becky Saban, and Linda Seth.

II. Approval of minutes (March) – On a motion by Ratliff, second by Saban, the minutes of the March 26th meeting were approved.

III. Correspondence and feedback – None

IV. Old Business

A. Come Together Council presentation – April 28th – The artwork has been framed, though we still need to get a plaque to describe the project. The committee recommends the City display it in the City Hall lobby. Figge and Johnson will attend the 4/28 council meeting and represent the committee. Amy Psinas and the students will also be invited. We continued our discussion about printing the artwork on signs/banners, etc. On a motion by Saban, second by Ratliff, the committee recommends the City use any remaining CDBG for purchase of permanent and temporary signs.

B. HRC message / service organizations / possible outlines – We will try to schedule presentations to the local Kiwanis and Rotary clubs for this Fall.

C. Community read project update - Still waiting on grant news.

D. Update on All the Little Snow Angels – We now have 179 total snow angels. Moul is working with the author on her availability for later this year.

V. New Business

A. ICC 10th Annual International Fair recap – Several committee members attended the event earlier this month and came back with several ideas and contacts. Moul is looking to form a subcommittee to work on this event.

VI. Other business to come before the committee

A. Committee members - Ratliff's term is up this month and he is resigning. Johnson will be appointed to fill his spot (she has been an advisory member.) The Stand Against Racism is this Friday at the Courthouse. Saban will represent the committee. If Amy Psinas and the art students attend we will also bring the framed artwork.

B. Committee advisory members

C. City staff

D. Public

E. Press

IV. Adjournment – Meeting adjourned at 8:24am.

Tazewell County Animal Control

City: City of Pekin
Date:
Billing for Month of:

June 2014 $3,753.83

Tazewell Animal Control
Po Box 158
Tremont, IL 61568

City of Pekin
111 S. Capitol Room 242
Pekin, IL 61554

Animal Counts Brought in by Wardens between June 1, 2014 and June 30, 2014

City	Warden	Origin	PickUp Site	PickUp Dat	Species	Breed	Disposition	Days	Log #
Pekin									
	HARMS	City	802 WILLOW	6/12/2014	Other	COON	E	0	140809
	HARMS	City	808 SHERIDAN	6/2/2014	Cat	DSH	E	0	140739
	HARMS	City	1305 JEFFERSON	6/11/2014	Other	OPPOSSUM	REL	0	140786
	MORTIM	City	WALGREENS ON COURT	6/3/2014	Dog	LAB	R	0	140740
	HARMS	City	1301 ANN ELIZA	6/6/2014	Cat	DMH	E	7	140766
	HARMS	City	1905 QUAIL HOLLOW	6/12/2014	Other	CHIPMONK	E	0	140805
	HARMS	City	1305 JEFFERSON	6/11/2014	Other	OPPOSUM	REL	0	140787
	HARMS	City	1304 ANN ELIZA	6/6/2014	Other	RABBIT	D	0	140768
	HARMS	City	1301 ANN ELIZA	6/6/2014	Dog	ST BERNARD/MA	REL	20	140764
	HARMS	City	1301 ANN ELIZA	6/6/2014	Dog	LAB MIX	E	7	140765
	HARMS	City	1500 BLK STATE	6/6/2014	Dog	PIT	R	0	140763
	HARMS	City	1500 BLK STATE	6/6/2014	Dog	PIT	R	0	140762
	HARMS	City	1008 PRINCE	6/4/2014	Other	SQUIRREL	E	0	140752
	MORTIM	City	1222 S CAPITOL	6/4/2014	Dog	GR DANE	E	2	140756
	HARMS	City	811 n 2nd	6/12/2014	Dog	PIT			140818
	HARMS	City	305 FAIRLANE	6/5/2014	Cat	DLH	R	4	140758
	HARMS	City	1305 JEFFERSON	6/11/2014	Other	OPPOSUM	REL	0	140788
	MORTIM	City	341 CAROLINE	6/24/2014	Cat	DLH	E	6	140893
	HARMS	City	13556 HURT	6/13/2014	Cat	DSH	E	17	140822
	HOMERI	City	801 S 5TH	6/18/2014	Other	BAT	REL	0	140859
	HARMS	City	1307 STATE	6/16/2014	Other	CARDINAL	REL	0	140832
	HARMS	City	1409 KOCH	6/19/2014	Cat	DSH			140865
	HARMS	City	BECKS ON DERBY	6/19/2014	Cat	DSH	E	8	140866
	HARMS	City	1209 MECHANIC	6/19/2014	Cat	DLH			140867
	LOHNES	City	NEARLY NEW DERBY	6/20/2014	Dog	PIT	D	0	140873
	MORTIM	City	921 ANN ELIZA	6/22/2014	Dog	LAB	R	1	140877
	HARMS	City	1520 STATE	6/18/2014	Dog	PIT	R	0	140851
	MORTIM	City	801 S 5TH	6/24/2014	Other	BAT	D	-1	140889
	HARMS	City	1408 BROADWAY RD	6/18/2014	Other	MALLARD	D	0	140857
	HARMS	City	238 MAPLE PARK RD	6/25/2014	Other	CARDINAL	REL	0	140897
	HARMS	City	916 S 7TH	6/25/2014	Dog	HUSKY MIX			140899
	HOMERI	City	1017 JANNSEN	6/26/2014	Dog	HUSKY	R	0	140900
	HARMS	City	1102 CHESTNUT	6/29/2014	Dog	CHOW MIX			140919
	HARMS	City	712 S 7TH	6/29/2014	Dog	HUSKY MIX			140921
	HARMS	City	100 TAPS LANE	6/30/2014	Dog	POM MIX			140923
	HARMS	City	1502 HENRIETTA	6/30/2014	Cat	DSH			140924
	HARMS	City	COURTHOUSE	6/30/2014	Other	PIEGON	REL	0	140925
	MORTIM	City	215 INDIAN CREEK COURT	6/23/2014	Cat	DMH	E	0	140888
	HOMERI	City	1307 S 7TH	6/16/2014	Cat	DSH			140837
	HOMERI	City	1209 CAROLINE	6/13/2014	Dog	PIT	R	7	140823
	HOMERI	City	1209 CAROLINE	6/13/2014	Dog	PIT	R	7	140824
	HOMERI	City	1504 VISTA GRANDE	6/14/2014	Dog	GOLD RET	REL	0	140825
	HOMERI	City	1504 VISTA GRANDE	6/16/2014	Dog	OLD ENGLISH BU	REL	-2	140826
	HOMERI	City	2808 WESTGATE #26	6/14/2014	Cat	DSH			140829
	HARMS	City	1216 CHARLOTTE	6/16/2014	Dog	SHEP MIX			140834
	HARMS	City	703 AUDOBON APT 7	6/30/2014	Cat	DSH			140928
	HOMERI	City	1005 VEERMAN	6/16/2014	Dog	SHIBA INU	R	1	140836
	HOMERI	City	1411 s 10th	6/17/2014	Cat	DLH	E	3	140848
	HOMERI	City	1307 S 5TH	6/16/2014	Cat	DSH			140838
	HOMERI	City	1307 S 7TH	6/16/2014	Cat	DSH			140839
	HARMS	City	1311 ROYAL	6/17/2014	Other	RABBIT	D	0	140847
	HARMS	City	1902 WILLOW	6/17/2014	Dog	PIT			140846
	HOMERI	City	1307 S 7TH	6/16/2014	Cat	DSH			140842
	HOMERI	City	1307 S 7TH	6/16/2014	Cat	DSH			140841

HOMERI	City	1307 S 7TH	6/16/2014	Cat	DSH		140840

Total Dogs picked up in Pekin: 22

Total Cats picked up in Pekin: 19

Total Others picked up in Pekin: 14

Animal Counts Brought in by Individuals between June 1, 2014 and June 30, 2014

City	In By	Origin	PickUp Site	PickUp Dat	Species	Breed	Disposition	Days	Log #
Pekin									
	Individua	City	317 SHERWOOD	6/30/2014	Dog	ENGLISH BULL/B			140929
	Individua	City	1401 HAZEL	6/4/2014	Cat	DSH	E	26	140745
	Individua	City	1401 HAZEL	6/4/2014	Cat	DSH	REL	1	140746
	Individua	City	1401 HAZEL	6/4/2014	Cat	DSH	E	26	140747
	Individua	City	1401 HAZEL	6/4/2014	Cat	DSH	E	26	140748
	Individua	City	1401 HAZEL	6/4/2014	Cat	DSH	REL	1	140749
	Individua	City	1401 HAZEL	6/4/2014	Cat	DSH	E	26	140755
	Individua	City	17 RAINBOW DR	6/9/2014	Cat	DSH	A	11	140775
	Individua	City	213 ELM ST #1	6/19/2014	Cat	DSH			140831
	Individua	City	427 FAIRLANE	6/2/2014	Cat	DSH	E	11	140738
	Individua	City	17283 RED SHALE HILL RD	6/30/2014	Cat	DSH			140922
	Owner R	City	236 COOPER	6/26/2014	Dog	MALTESE	E	0	140908
	Owner R	City	219 INDIAN CREEK	6/6/2014	Cat	DLH	E	7	140760
	Owner R	City	107 ORCHARD	6/9/2014	Dog	ST BERNARD/DA	E	4	140778
	Owner R	City	312 BEUNA VISTA	6/11/2014	Cat	DSH	E	2	140784
	Owner R	City	312 BEUNA VISTA	6/11/2014	Cat	DLH	E	2	140785
	Owner R	City	903 1/2 MARY	6/20/2014	Dog	ROTT MIX	E	5	140871
	Owner R	City	300 KNOLLCREST AVE	6/23/2014	Dog	CHESE	E	0	140883
	Owner R	City	307 S 12TH	6/23/2014	Cat	DSH	E	0	140884
	Owner R	City	1018 WINTER	6/26/2014	Dog	DACH MIX	REL	0	140901
	Individua	City	100 SKAGGS ST	6/17/2014	Cat	DSH	E	8	140845

Total Dogs picked up in Pekin: 6

Total Cats picked up in Pekin: 15

Total Others picked up in Pekin: 0

Project: Broadway Reconstruction - Court Street to 8th St.
Date: 7/8/2014

Bid Tab

				UCM		Otto Baum	
	Bid Items	Unit	Qty	Unit Price	Total	Unit Price	Total
1	Furnished Excavation	CY	35	$50.32	$1,761.20	$49.50	$1,732.50
2	Seeding (special)	SY	70	$22.79	$1,595.30	$39.00	$2,730.00
3	Agg. Base Course Type A 4"	SY	1666	$11.62	$19,358.92	$7.50	$12,495.00
4	PCC Pavement 9" (Jointed) w Fiber	SY	1575	$60.50	$95,287.50	$67.15	$105,761.25
5	Agg Base Course Type B 6"	SY	38	$15.40	$585.20	$15.35	$583.30
6	Pcc Sidewalks 4"	SF	753	$8.61	$6,483.33	$12.20	$9,186.60
7	Detectable Warnings	SF	67	$26.72	$1,790.24	$25.50	$1,708.50
8	Pcc Slope Wall 4"	SF	148	$14.19	$2,100.12	$15.00	$2,220.00
9	Sidewalk Removal	SF	783	$1.76	$1,378.08	$5.50	$4,306.50
10	Pcc Driveway Pavement 6"	SY	38	$63.89	$2,427.82	$68.30	$2,595.40
11	Pavement Removal	SY	1530	$13.97	$21,374.10	$17.50	$26,775.00
12	Driveway Pavement Removal	SY	38	$12.06	$458.28	$9.35	$355.30
13	Curb and Gutter Removal	Ft	380	$24.24	$9,211.20	$9.00	$3,420.00
14	Concrete Median Removal	SF	1255	$2.50	$3,137.50	$3.10	$3,890.50
15	HMA Driveway Pavement Removal	SY	60	$14.02	$841.20	$13.25	$795.00
16	Combination Conc Curb & Gutter TB-6.24	FT	258	$72.57	$18,723.06	$52.00	$13,416.00
17	Bituminous Mixture Complete	SY	38	$54.66	$2,077.08	$114.35	$4,345.30
18	Concrete Curb TYB	FT	13	$32.83	$426.79	$62.35	$810.55
19	Traffic Control and Protection (spl)	Lsum	1	$8,878.15	$8,878.15	$16,000.00	$16,000.00
20	Combination Conc Curb & Gutter TB-6.12	FT	50	$65.60	$3,280.00	$42.00	$2,100.00
21	Butt Joint	SY	36	$25.48	$917.28	$94.00	$3,384.00
22	Concrete Median Type SB-6.06	SF	810	$15.67	$12,692.70	$17.25	$13,972.50
				Total	$214,785.05	Total	$232,583.20

Special Pekin Planning Commission Meeting
City Council Chambers
111 S. Capitol Street, 2nd Level
June 25, 2014
5:30 P.M.

Present:	Absent:
Don Hild, Vice Chairman	Daryl Dagit
Erik Reader	Jim Jones
James Ruth	Bill Craig, Chairman
Ron Knautz	Vacant Position
Steve Thompson	

Vice Chairman, Don Hild led the pledge of Allegiance.

The Special Meeting of the Pekin Planning Commission Meeting was called to order and a quorum was declared.

Staff Present: Attorney Scott Kriegsman, Ron Sieh, Tammy Conover, Commissioner John Abel

Vice Chairman, Don Hild asked for Approval of the Agenda with the addition to reflect the Agenda procedures.

MOTION by Ron Knautz, Seconded by Erik Reader to Approve the Agenda as corrected. On roll call vote, All present voted **AYE.** MOTION **APPROVED.**

PPC Correspondence: 27(Twenty-Seven) Letters were sent out to Residents surrounding the area using a 250′ radius. 4(Four) Residents responded by phone call and walk-in. 2(Two) concerns were debris buildup and taxes. 1(One)regarded the rezoning. 1(One)Had no problem period. One stated that as long as the West side is zoned B-3 and the East side is zoned OS-1 along 9th Street she did not have any problems. An email and phone call was received by other residents which have been given to the Commission for viewing.

Application #1: Rodney Parrott, Overland Engineering

Hearings #06-1879 & 06-1880: Rezoning from R-4(Single Family Residential District) to B-3(General Business District) & Site Plan for 207, 210 & 211 N 9th Street with a Legal described in Exhibit "A" and PIN #'s 04-04-35-364-001; 04-04-35-363-001 & 04-04-35-363-002 located in Tazewell County.

Open Public Hearing:5:33pm

Council Member John Abel, 1809 Greenview Drive, was present and stated he had received numerous calls from residents stating they were against placing a Dollar General on the Ninth Street Property.

Dennis Conover, 900 Caroline Street, was present and stated he does not feel a Dollar General should be in that location. There are no fine restaurants in the City and residents have to leave the City to dine out. He feels something better should be considered. Is concerned with the value of his property and the effect on his taxes.

Ty Eshleman, Representative for Farnsworth Group Inc & Rodney Parrott was present and remained for questions.

Robert Schwartz, 1302 Spring Street, Representative for St Paul's United Church of Christ Church Council. Stated a meeting had taken place and the Council expressed their dismay of having a Dollar General in that location.

Dale Noyes, 901 Highland Avenue, was present and stated his concerns of debris buildup and the aesthetic look of the area. He owns property at 207 N 10th Street which abuts the 210 N 9th Street being requested for rezoning. Would like to see the main parcels as green space for a while.

Kevin Bresnahan, 104 Pinto Drive, Also owns property at 100 N 13th Street. Questioned if a feasibility study been conducted. Suggested one be performed if it had not.

Close Public Hearing:5:42pm

Vice Chairman, Don Hild opened the Rezoning of the property to the Commission due to the absence of the Chairman.

MOTION by Ron Knautz, Seconded by Erik Reader to Approve the (Dollar General) Rezoning of the property to B-3(General Business District) as requested. On roll call vote, 1(One) James Ruth present voted **AYE.** 4(Four) Ron Knautz, Erik Reader, Steve Thompson and Vice Chairman, Don Hild present voted **NAYE.** MOTION **DECLINED.**

Ron Knautz stated that this particular property should not be home to a Dollar General. Envisioned a Senior Center or Assisted Living with a few small shops surrounding it. Stated he could not vote to rezone the property until a plan is put in place for the entire property not a piece at a time.

Steve Thompson stated he is against piece mealing the property and would like to see a vision or plan for the entire property.

Attorney, Scott Kriegsman reminded the Commission the purpose of the meeting is to decide whether the parcels should be rezoned B-3. The City does not own the property. It is the owners petition. The City entered into a contract when West Campus was demolished and Merl Huff was not paying anything to get it cleaned up. These people stepped in, deposited a quarter of a million and as per clean up of the property a contract was established. Contract provides as part of the Cities obligation pursuant to the purchaser, performing the demolition as described pursuant to the demolition agreement which is in the process of being completed. Seller agrees to use its best efforts assisting purchaser to include the real property in any available TIF district and to facilitate rezoning of the real property to the most lenient zoning class available for future development. The City does not own the property and cannot tell private property owners what to build on their property. We do have control over

zoning and that is why we are here. We are not here to pick and choose which business these people can build on their property.

Jim Ruth asked what the zoning was before it was West Campus.

Ron Sieh stated that all schools are in R-4(Single Family Residential).

Don Hild questioned the layout of the parcels and confirmed the businesses surrounding the parcels besides the residential properties.

Ron Sieh showed on an enlarged zoning map where the parcels are located and divided.

Attorney Scott Kriegsman stated the contract does open the City to Liability if the Commission acts outside of their scope, votes to not rezone the property to B-3 because you do not like Dollar General. We are looking at Litigation if somewhere down the road you like another business and then rezone the property to B-3.

Don Hild stated that the Commission is being asked to spot zone. He is concerned with no layering.

A request to speak out of turn after the public hearing was closed was allowed by Vice Chairman, Don Hild.

Les Cohen, Representative of Cohen Properties came in at the last minute and requested to give his input. Said that Dollar General's lease was ending and they were unaware that they were moving until they read it in the Journal Star. Stated plans have been made to upgrade the Plaza and they hope that Dollar General will stay where they are.

Rezoning Committee Chairman,
Daryl Dagit

Site Plan was dismissed due to the denial of the Rezoning.

Site Plan Committee Chairman,
Don Hild

Vice Chairman, Don Hild stated that the Commission is just a recommending body and will go before the City Council here in the Chambers at 5:30pm on July 14, 2014.

Public Input

Adjourn the Meeting @ 6:25pm

Juanita VanBuskirk, Secretary
Pekin Planning Commission

Pekin Planning Commission
June 25, 2014

HEARING # 06-1879

The Pekin Planning Commission recommends the **Denial** for the Rezoning from R-4(Single Family Residential District) to B-3(General Business District) located at 207, 210 & 211 N 9th Street (West Campus Property) in Tazewell County, Illinois to the Pekin City Council.

_____
Bill Craig, Chairman

_____
Don Hild, Vice-Chairman

Tally of Votes:
AYE - (1)
NAY - (4)
ABSTAIN -
ABSENT - ()

Pekin Planning Commission
June 25, 2014

HEARING # 06-1880

The Pekin Planning Commission **Dismissed** the Site Plan due to the **Denial of Rezoning** of property located at 207, 210 & 211 N 9th Street (West Campus Property) in Tazewell County, Illinois to the Pekin City Council.

_____
Bill Craig, Chairman

_____
Don Hild, Vice-Chairman

Tally of Votes:
AYE - ()
NAY -
ABSTAIN -
ABSENT - ()
No Vote Taken - X

Pekin
ILLINOIS

REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk & City Manager

From: Building Inspector/ Code Enforcement Officer, Ronald W. Sieh

AGENDA ITEM: Rezone 2 parcels from R-4 (residential district) to B-3 (general business district), former West Campus property and leave parcel along Market street as R-4.

AGENDA DATE REQUESTED: July 14, 2014

ACTION REQUESTED: Recommend re-zoning 2 parcels from R-4 (residential district) to B-3 (general business district) and leaving parcel along Market street as R-4.

DESCRIPTION: The site was the former West Campus that closed in 2000 and had become an enforcement nightmare for the Fire, Police and Inspection Departments for the best part of 14 years. The City started the demolition process by posting and removing the leeway in 2009/10 in hopes it would separate buildings to make it more desirable for a developer to develop the site. The owner then entered into an agreement in 2013 with the City of Pekin to transfer the property to a developer and help with the zoning classification and possible T.I.F. extension so the property could be developed.

FINANCIAL IMPACT: None to City of Pekin

NEIGHBORHOOD CONCERNS: No neighbors directly across the street or directly adjacent from the proposed development voiced any concerns except representatives from the churches that were not particularly happy with the proposed development and land owners that had no problem with the proposed development, but several individuals were present and voiced concern that it was a proposed Dollar General and they did not think it was an appropriate use of the land.

IMPACT IF APPROVED: Development will bring in additional property tax revenue and sales tax revenue when entire site develops.

IMPACT IF DENIED: No new commercial development will occur at this site until zoning district can be assigned.

ALTERNATIVES: None, there was a development agreement signed by the City to help expedite the process for development.

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

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

	A High Quality of Life. To support or provide services that improves the quality of life for Pekin's residents.
√	**An Effective Government.** To deliver effectively the services that Pekin's residents want, need, and are willing to support.
REQUIRED SIGNATURES	
Department Director: Date: 7/7/2014	
Finance Department (Certification of Availability of Funds): Date:	
Corporation Counsel: Date:	
City Manager: Date:	

ORDINANCE NO. 1568-A199 – 14/15

AN ORDINANCE PROVIDING FOR THE REZONING OF CERTAIN PROPERTY

WHEREAS, CHICAGO TITLE LAND TRUST COMPANY, as Trustee under the provisions of Land Trust Number 8002363020 is the owner of record of the parcel herein described, hereinafter referred to as "Petitioner", and has heretofore requested the rezoning of certain property hereinafter described in this ordinance; and

WHEREAS, the Petitioner has requested that the property hereinafter described be rezoned from its current zoning of R-4 (Single Family Residential) District to B-3 (General Business) District; and

WHEREAS, the Petitioner has given due notice to all interested parties; and notice of a public hearing was duly published according to the law on June 18, 2014, in the Peoria Journal Star; and

WHEREAS, pursuant to notice duly published according to law, the Planning Commission held a public hearing at 5:30 p.m. on June 25, 2014, and subsequent to said hearing duly transmitted its recommendations to the City Council recommending the zoning of said property.

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

1. That the following described property is hereby zoned as B-3 (General Business) District:

ALL OF BLOCKS 24, 25, AND 30 IN CAMPBELL, DURLEY & NEWHALL'S ADDITION TO THE ORIGINAL TOWN, NOW CITY OF PEKIN,
AND ALSO,

THE VACATED PORTION OF MARGARET STREET, ANN ELIZA STREET, AND THE ALLEY LOCATED IN SAID BLOCK 24, ALL BEING SITUATED BETWEEN THE EAST LINE OF NORTH EIGHTH STREET AND THE WEST LINE OF NORTH NINTH STREET,

AND ALSO,
THE SOUTH HALF OF THE VACATED PORTION OF MARKET STREET LYING EAST OF EIGHTH STREET AND SOUTH OF THE RIGHT OF WAY OF THE C.C.C & ST.L. RAILWAY COMPANY AND WEST OF THE WEST LINE OF LOT 4 EXTENDED IN SAID BLOCK 24,

AND ALSO
ALL THAT PART OF LOTS 5, 6, AND 7 IN BLOCK 23 IN CAMPBELL, DURLEY & NEWHALL'S ADDITION TO THE ORIGINAL TOWN, NOW CITY, OF PEKIN, WHICH LIES SOUTH OF THE RIGHT OF WAY OF THE C.C.C. & ST.L. RAILWAY COMPANY, EXCEPTING THEREFROM THE SOUTH 40 FEET OF SAID LOTS 6 AND 7;

ALL SITUATED IN TAZEWELL COUNTY, ILLINOIS.

PIN 04-04-35-363-001, AND 04-04-35-363-002

Commonly known as 207 and 211 N. Ninth Street

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this 14th day of July 2014 and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 20_____.

_____
MAYOR

ATTEST:

_____
CITY CLERK

Overland
ENGINEERING, LLC

April 29, 2014

Pekin Planning Commission
City of Pekin
111 South Capitol Street
Pekin, Illinois 61554

RE: Rezoning Request
Broadway & N. 9th St.

Sirs,

On behalf of the Developer, RSBR Investments LLC, we respectfully request the property described on the attached Exhibit A to be Rezoned from R-4 to B-3 (or as appropriate for the proposed 10,640 sf Dollar General Retail Use).

The current zoning of R-4 does not appear to be appropriate for retail use per the Pekin Zoning Code.

If you have any questions or need more information, please let me know.

Sincerely,

OVERLAND ENGINEERING

Rodney Parrott, P.E.

TO Journal Star: Please publish one time on the **30th day** of **May 2014.**

LEGAL NOTICE for PUBLIC HEARING

Notice is hereby given that a **PUBLIC HEARING** will be held for Re-Zoning of property from R-4 (One Family Residential) to B-3 (General Business District) and Site Plan for a Proposed Dollar General located at 210 N 9th Street **in Tazewell County, Illinois.**

Said **Public Hearing** of the above petition to be held at a Special Meeting of the Pekin Planning Commission, 111 South Capitol Street, City Hall, City of Pekin, Illinois, on the **25th** day of **June 2014**, at the hour of **5:30 P.M.**

All persons having an interest therein may appear to be heard.

Please Note: A copy of the proposed change is available at City Hall.

Dated this **20th** day of **May 2014.**

Juanita VanBuskirk, Secretary
Pekin Planning Commission

Ad #: 4430868

Certificate of Publication

STATE OF ILLINOIS,
ss
County of Peoria.

The Peoria Journal Star, Inc. (which is incorporated and doing business under and by virtue of the Laws of the State of Illinois) HEREBY CERTIFIES that it is the printer and publisher of the Journal Star, which is a public secular newspaper of general circulation printed and published daily in the City of Peoria, County of Peoria and State of Illinois, and that said newspaper has been regularly published in said City for at least one (1) year prior to the first publication of the notice hereto attached.

Said Corporation further certifies that the said notice entitled: **"PUBLIC HEARING Notice is hereby given that the 1st PUBLIC HE"** hereto attached has been published **1 time(s)** in the Peoria Journal Star, on the following respective dates:

The **18th** day of **June** A.D., **2014** in class **0182**

IN WITNESS WHEREOF, the said Corporation has caused this Certificate to be signed in its name on its behalf by **Judy Little** this **18th** day of **June** A.D., **2014**.

The Peoria Journal Star, Inc.

By: Judy Little

Legal Notice

PUBLIC HEARING

Notice is hereby given that the **1st PUBLIC HEARING** will be held at **5pm** on the **petition to amend the Zoning Ordinance of the City of Pekin to allow Verizon a Variance to erect a Cell Tower whichexceeds the maximum allowable height in an R-4 (Single Family Residential)** which is currently not allowed as stated in the Current Zoning Code and **2nd PUBLIC HEARING will be held at 5:30pm for a Site Plan & Special Use for Verizon for a New Cell Tower Zoned R-4 (Single Family Residential District) with a Legal Description as described in Exhibit "A" and located at 1701 Sheridan Rd in Tazewell County, Illinois.**

Said **Public Hearings** of the above petition to be held at a regular Meeting of the **Zoning Board of Appeals and the Pekin Planning Commission**, 111 South Capitol Street, City Hall, City of Pekin, Illinois, on the **9th** day of **July 2014**, at the hour of **5:00 and 5:30 P.M.**

All persons having an interest therein may appear to be heard.

Please Note: A copy of the proposed change is available at City Hall.

Dated this **16th** day of **June, 2014.**

Juanita VanBuskirk, Secretary
Zoning Board of Appeals and
Pekin Planning Commission

EXHIBIT "A"
Legal Description

An interest in land said interest being over a portion of the following described parent parcel:

All that part of the original 150 foot wide right-of-way of the Grantor's abandoned P&N District right-of-way lying southerly of a line 912 feet southerly of the centerline of State Route 98 in the Southwest Quarter of Section 24 T25N R5W of the 3rd P.M. and the Northwest Quarter of Section 25 T25N R5W of the 3rd P.M. and all that part of the original

OWNER OF RECORD ACKNOWLEDGEMENT

The Owner(s) of Record,

Chicago Title Land Trust Company, as Trustee under the provisions of Land Trust Number 8002363020,

of the property commonly known as:

210 N. Ninth St., Pekin, IL

and further described as:

ALL OF BLOCKS 24, 25, AND 30 IN CAMPBELL, DURLEY & NEWHALL'S ADDITION TO THE ORIGINAL TOWN, NOW CITY, OF PEKIN,
AND ALSO,
THE VACATED PORTIONS OF MARGARET STREET, ANN ELIZA STREET, AND THE ALLEY LOCATED IN SAID BLOCK 24, ALL BEING SITUATED BETWEEN THE EAST LINE OF NORTH EIGHTH STREET AND THE WEST LINE OF NORTH NINTH STREET ,
AND ALSO,
THE SOUTH HALF OF THE VACATED PORTION OF MARKET STREET LYING EAST OF EIGHTH STREET AND SOUTH OF THE RIGHT OF WAY OF THE C.C.C.& ST.L. RAILWAY COMPANY AND WEST OF THE WEST LINE OF LOT 4 EXTENDED IN SAID BLOCK 24,
AND ALSO
ALL THAT PART OF LOTS 5, 6, AND 7 IN BLOCK 23 IN CAMPBELL, DURLEY & NEWHALL'S ADDITION TO THE ORIGINAL TOWN, NOW CITY, OF PEKIN, WHICH LIES SOUTH OF THE RIGHT OF WAY OF THE C.C.C .& ST.L . RAILWAY COMPANY, EXCEPTING THEREFROM THE SOUTH 40 FEET OF SAID LOTS 6 AND 7;
ALL SITUATED IN TAZEWELL COUNTY, ILLINOIS.
P.I.N.s 04-04-35-364-001, 04-04-35-363-001, 04-04-35-363-002

Hereby acknowledges and consents to the Rezoning from R-4, Residential to B-3 General Business on the said properties as described above.

Acknowledged by

Jane E. Ohnsorer, attorney & agent for Owner

~~Trust Officer~~

Chicago Title Land Trust Company

ORDINANCE NO. 2702-14/15

**AN ORDINANCE AMENDING TITLE 6, CHAPTER 2,
OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING CRIME FREE PROPERTY/ NUISANCE PROPERTY ABATEMENT**

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

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

WHEREAS, the City Council of the City of Pekin hereby finds that it is in the best interest of the public health, safety and welfare to include in the code of the City of Pekin a procedure for the abatement of nuisance residential rental properties; and

WHEREAS, pursuant to the express grant of statutory authority as provided, to define, prevent and abate nuisances, the City hereby adopts this Ordinance to establish prodecures for the abatement of nuisance residential rental housing caused by the repeated commission of criminal offenses at or upon residential housing and to further establish administrative hearing procedures and administrative penalties for such violations.

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

6-2-13-1

(A) Any certain rental property within the City of Pekin which becomes a Nuisance Residential Rental Property is in violation of this Chapter and is subject to its penalties and/or remedies.

(B) Any person in charge who permits property under his or her ownership or control to be a

Nuisance Residential Rental Property shall be in violation of this Chapter and subject to its penalties and/or remedies.

6-2-13-2. DEFINITIONS:

Administrative Adjudication Law means 65 ILCS 5/1-2-1.1 et seq., which allows for home rule cities to provide by ordinance for a system of administrative adjudication of ordinance violations.

City means City of Pekin.

Crime Free Housing Seminar (Seminar) means a seminar sponsored by the Pekin Police Department to provide information to landlords and/or their designated managers or agents regarding the landlord-tenant requirements under the City Code, including the crime-free housing lease addendum.

Conditional License means a temporary Residential Rental License issued to permit the rental of a rental unit or structure that has a violation or violations of applicable regulations, or to permit the rental of a rental unit or structure prior to attendance by the landlord, or a designated agent/manager, at the required Seminar.

Crime Free Multi-Housing Coordinator (Coordinator) means the person, designated by the Chief of Police, who maintains records of all landlords and/or designated agent/manager, who have attended the Crime Free Housing Seminar, along with the dates of attendance and verification that the landlord or designated agent/manager has otherwise complied with the City's Code to be eligible for issuance or renewal of a Residential Rental Housing License.

Multi-Family Rental Dwellings means individual units for rent.

Multiple Dwelling Rental Complexes means Multi-Family Rental Dwellings at more than one location.

Nuisance Residential Rental Property means any residential rental housing declared to be against the health, peace and comfort of the City for offenses enumerated herein below.

Owner means any person, partnership, trust, corporate or business entity, or condominium, townhouse or homeowners' association that has a fee interest in the rental housing, including the officers, employees , property managers and agents of the owner, provided that, nothing herein shall require a license of an independent agent for such matters as may be preempted by state law.

Permit means to suffer, allow, approve, consent to, acquiesce in or agree to the doing of an act, including the failure to prevent through inaction.

Residential Rental Housing means any dwelling unit being made available to a tenant in exchange for compensation of any kind, including lots or pads made available for placement of mobile homes thereon.

Residential Rental License means a license, specifically licensing Residential Rental Housing, current and unrevoked, issued by the City in the owner's name, to rent Residential Rental Housing as required by this Article for a period of one calendar year, renewable as of January 1 of each year.
Single Family means single family residences for rent.

6-2-13-3. RESIDENTIAL RENTAL LICENSE FEE SCHEDULE:

(A) Annual fees for the following Residential Rental Licenses shall be at a rate prescribed in the Residential Rental License Fee Schedule as established herein:

1. First License for Single Family Residence - $10.00 per year.
   Subsequent Licenses - no charge.

2. First License for Multi-Family Rental Dwelling - $10.00 per year.
   Subsequent Licenses - no charge.

3. First License for Multiple Dwelling Rental Complexes - $10.00 per year.
   Subsequent Licenses - no charge.

(B) Multi-Family Rental Dwellings and Multiple Dwelling Rental Complexes will be issued one license per identified unit. As per the fee schedule above, the first identified unit will incur a fee of ten dollars ($10.00) per year. Each license thereafter will incur no fee.

(C) A group of more than one lot or pad made available for placement of mobile homes thereon under a common ownership or operation, commonly known as a mobile home park, shall be deemed to be a Multiple Dwelling Rental Complex for the purposes of this Chapter. Otherwise, a single lot or pad made available for placement of a mobile home that is not within a mobile home park shall be deemed to be a Single Family Residence. Fees will not be assessed for the vacant lots or pads that are not for rent.

(D) All applications and fees for all landlords/owners shall be due by October 15, 2014. Thereafter, all renewals shall be received no later than December 31 of each year, beginning December 31, 2015.

(E) If renewal fees are not paid within thirty (30) days after the renewal date, it shall be deemed a violation of this Chapter and shall be subject to the penalties as stated herein.

6-2-13-4. LICENSING PROCEDURES AND STANDARDS:

(A) For anyone applying for a license after October 15, 2014, Residential Rental Licenses shall be applied for within thirty (30) days of a property becoming a rental property. If an owner fails to apply within the thirty (30) day period, the license origination date shall be retroactive to the date the property became a rental property; and the Residential Rental License fee shall be calculated from that date and the owner shall be subject to all penalties as outlined in this Chapter.

(B) Residential Rental Licenses shall be issued for a period comprising one calendar year beginning January 1, 2015. Any Residential Rental Licenses applied for thereafter will be prorated for the remainder of the calendar year. The license shall not be transferrable. A new Residential Rental License must be obtained by a new owner in the event of a change in ownership of the rental housing.

(C) The City is hereby authorized, upon application, to issue new Residential Rental Licenses and renewals thereof in the names of owners, or, if operated by a separate person or entity, jointly in the names of both the owner and the manager/agent of the rental housing.

(D) No license shall be issued or renewed unless the completed application form for each building or group of buildings, identifying the specific units, is accompanied by payment of the appropriate annual license fee as established in this Chapter. Payments must be made in full prior to the license being renewed. Failure to pay any balance will serve as grounds to deny further permits or licenses being issued by the City.

(E) A Residential Rental License may be issued or renewed for an owner living more than thirty (30) miles from the City provided that such owner designates in writing, to the City, the name of the owner's agent for the receipt of any service of notices, violations etc. The named agent shall reside within thirty (30) miles of the City.

(F) No Residential Rental License shall be issued or renewed for an owner unless such applicant has first designated an agent for the receipt of service when the owner is absent from the City for thirty (30) consecutive days or more. Such designation shall be made in writing and on file with the City.

(G) No Residential Rental License shall be renewed unless an application has been made within sixty (60) days prior to the expiration of the present license. Current Residential Rental License holders will be mailed an application of renewal more than sixty (60) days prior to the expiration of the present license to ease the renewal process. Completed renewal applications must be received no later than December 31 of the licensed year.

(H) No Residential Rental License shall be transferable to another rental housing unit. Every

owner holding a Residential Rental License shall give notice in writing to the City within seven days after having transferred or otherwise disposed of the legal control of any licensed rental housing. Such notice shall include the name and address of the person succeeding to the ownership or control of such rental housing. Failure to notify the City shall constitute a violation of this Chapter.

(I) Upon request by the Coordinator a list of all occupants of a rental housing unit so long as the request is in response to a bonafide investigation of a violation of this chapter or any alleged violation of law.

(J) **Exceptions:** Residential Rental Licenses, for the purposes of this Chapter, shall not include the following:

1. Lawfully operating housing for the elderly that meets the definition of "housing for older persons", as provided in 42 U.S.C. 3607;

2. Lawfully operating group homes governed by Specialized Living Centers Act, ILCS 405/25-1 et seq., as amended, dealing with the developmentally disabled, and also such other similar non-profit uses governed by state or federal laws, rules or regulations if provided such similar uses are required to be exempted by law;

3. Owner-occupied single-family dwellings having not more than one authorized boarder;

4. Any dwelling occupied by an immediate family member (mother, father, brother, sister child) as verifiable as such by the Coordinator.

6-2-13-5. CRIME FREE RENTAL HOUSING PROGRAM SEMINAR: CONDITIONAL LICENSE

Any owner and/or manager of rental housing shall attend and complete a Seminar every three years. The owner and/or manager shall attend the Seminar prior to obtaining or being issued a City Residential Rental License. In the event a Seminar is not available prior to obtaining the operating license, a conditional license may be issued subject to the owner attending the Seminar within three months of issuance of the license. In the event that the Seminar is made available and is not attended within three months, the license shall be void without any need of further action. After the Seminar is attended, the license shall be issued for the balance of the year. Owners who have attended and successfully completed a Seminar from another jurisdiction approved by the Chief of Police may request a waiver from the training. After completing the initial seminar and the discretion of the Coordinator, owners and or managers may be permitted to attend and complete subsequent Seminars in an on-line format or have Seminar requirement waived.

6-2-13-6. PROPERTY MANAGER:

A property manager may be considered an agent of the owner and may attend the Seminar on behalf of an owner. If a new manager is hired, the new manager shall have three months after

hiring to attend the Seminar.

6-2-13-7. RE-ATTENDANCE OF SEMINAR:

(A) Any owner may be required to re-attend the Seminar prior to three years if the Coordinator recommends re-attendance.

(B) The Coordinator, in determining whether or not to have the person re-attend the Seminar shall consider the following:

1. If the rental housing is at a substantial risk of becoming a nuisance residential rental property as defined in this Chapter; or

2. Criminal activity is occurring on the premises and the owner and/or property manager/agent have failed to initiate eviction proceedings.

6-2-13-8. LIST OF ATTENDEES:

The Coordinator, as designated by the Chief of Police, shall maintain a list of owners and/or property managers/ agents who have attended and completed the Seminar, with the date of attendance and verification that the owner and/or property manager/agent complied with this Chapter and is eligible to obtain, maintain or renew the Residential Rental License.

6-2-13-9. CRIME-FREE LEASE ADDENDUM:

No owner of rental housing may rent or lease rental housing without requiring the tenant to sign a Crime-free Lease Addendum as part of any lease executed, or have a clause similar to a Crime Free Lease Addendum for any leases signed after the executed date of this Chapter. A copy of the Crime Free Lease Addendum or lease with a clause similar to the Crime Free Lease Addendum shall be provided to the Coordinator at the time the Seminar is attended and completed. At the Seminar, the Coordinator shall provide, at no cost, samples of the crime free lease addendum and shall review any clauses within actual leases with the City's Legal Counsel to determine if the clause is similar to the crime free lease addendum. This clause shall make criminal activity (not limited to violent criminal activity or drug related criminal activity) engaged by, facilitated by or permitted by the renter, guest or other party under the control of the renter, a lease violation authorizing eviction. The Owner shall then have the authority, under the clause, to initiate an eviction proceeding as specified in the Illinois Compiled Statutes Forcible Entry and Detainer Statues. Proof by a preponderance of the evidence of the criminal violations shall be sufficient for purposes of eviction. The Crime-Free Lease Addendum shall be substantially as follows:

CRIME-FREE LEASE ADDENDUM

In addition to all other terms of the lease, the landlord and tenant agree as follows:

The tenant, any member of the tenant's household, any guest or any other person or persons

associated with the tenant or his or her household, common areas or appurtenances shall not:

1. Engage in any quasi-criminal or criminal activity as defined by local, state, or federal law while on or near the licensed property or constituting a nuisance relating to such property as defined by applicable law;

2. Engage in any act intended to facilitate any quasi-criminal or criminal activity and/or obstruct or resist law enforcement against criminal activity while on or near the licensed property or constituting a nuisance relating to such property defined by applicable law.

3. Permit and/or allow the dwelling unit, common areas or appurtenances to be used for or facilitate any quasi-criminal or criminal activity as defined by local, state or federal law.

Should the tenant, any member of the tenant's household, any guest or any other person or persons associated with the tenant or his or her household violate any provisions stated herein, while on or near the common areas, appurtenances or property, such a violation shall constitute material non-compliance with this lease and shall further constitute grounds for termination of tenancy and eviction.

6-2-13-10. NUISANCE RESIDENTIAL RENTAL PROPERTY

It is hereby declared a nuisance and to be declared against the health, peace, and comfort of the City for any property owner, agent, or manager to allow or permit the following:

(A) Rental of rental housing to a tenant who allows any of the following offenses to occur relating to the tenant: member of the tenant's household, guest or other party under the control of the tenant, murder, kidnaping, aggravated kidnaping, prostitution, solicitation of prostitution, pandering, obscenity, child pornography, unlawful distribution of harmful materials to a minor, sale of obscene publication, criminal housing management, possession of explosives, unlawful use or possession of weapons, unlawful sale of firearms, unlawful gambling, unlawful keeping of a gambling place, concealing a fugitive, violation of the State Controlled Substances Act (ILCS Ch. 720, Act 570), a felony violation of the Cannabis Control Act (ILCS Ch. 720, Act 550), violation of the State Methamphetamine Control and Community Protection Act (ILCS Ch. 720, Act 646) or commission of two or more of any other crimes under the State of Illinois or under the Federal Government not specifically listed above;

(B) Rental of housing to a tenant who allows any of the following offenses to occur relating to the tenant, member of the tenant's household, guest or other party under control of the tenant: commission of four or more City ordinance violations in a six month period or an unreasonably high number of police calls for service including, but not limited to, calls that may fall within the descriptions listed above that, when compared to other property

units in the City of similar rental type, reasonably indicate that the activity at or near this property is out of character for the area and is impacting the quality of life of those in the area.

6-2-13-11. SUSPENSION OR REVOCATION OF LICENSE:

(A) The Chief of Police may require corrective action up to and including suspension or revocation of any license issued hereunder if it is determined that the licensee has violated this Chapter or permitted a nuisance to occur. Suspension or revocation shall be limited to specific units involved in violations of this Chapter, unless it is reasonably determined by the Chief of Police that the revocation of the license for other or all units is required to protect the public safety or to prevent continued violations.

(B) Any suspension or revocation of a license may be appealed directly to the Administrative Hearing Officer with a copy to the Chief of Police for review and determination under such rules as provided for appeals to the Administrative Hearing Officer; such appeals shall be filed within 15 days of the Chief of Police's decision. Such suspension or revocation may be stayed by the City pending the decision of the Administrative Hearing Officer unless the Chief of Police confirms specifically in writing that public safety may be threatened by such stay.

(C) Any owner whose Residential Rental License has been suspended may not collect rent for the rental housing or units for which the suspension or revocation is in effect under any lease, lease term or other rental agreement entered into after the effective date of this Chapter. It shall be a violation for any tenant to occupy a rental unit where the crime-free rental housing license has been suspended or revoked.

6-2-13-12. APPEALS:

(A) Any owner may appeal to the Administrative Hearing Officer a suspension, revocation or denial of a Residential Rental License by the Chief of Police. A written request for an appeal specifying the grounds thereof shall be filed within 15 days of the suspension, revocation or denial complained of.

(B) Any such appeal shall be based solely upon and shall state a claim that: the true intent of this Chapter or the rules or regulations adopted pursuant thereto have been incorrectly interpreted, the provisions of this Chapter do no apply, or criminal violations sufficient to allow for evictions under the Crime-free Lease Addendum were not established with the requisite standard of proof.

(C) No fee for the owner shall be associated with filing an appeal to the Chief of Police or the Hearing Officer.

(D) Upon receiving a timely-filed notice of appeal, the City shall transmit to the Administrative Hearing Officer all papers constituting the record upon which suspension, revocation or denial was taken.

(E) An appeal shall stay any suspension or revocation unless the Chief of Police certifies to the Administrative Hearing Officer, after the notice of appeal has been filed, that by reason of facts stated in the certificate the stay would, in his or her opinion, cause eminent peril to life, property or public safety, in which case the suspension or revocation shall not be stayed other than by a restraining order which may be granted by the Administrative Hearing Officer or by a Court of Record on application, or notice to the Chief of Police and on due cause shown.

(F) The Administrative Hearing Officer shall act upon any appeal hereunder within 30 days of receiving a timely-filed notice of appeal by conducting a hearing upon such appeal; except, such hearing may be extended to a later date upon application to the Administrative Hearing Officer for cause. The hearing shall be conducted according to the following procedures.

(1) Hearings conducted by the Administrative Hearing Officer shall be open to the public, held at the call of the Administrative Hearing Officer and at such times as he or she may determine. Any interested person may appear in person or through a duly authorized agent or attorney. All testimony before the Administrative Hearing Officer shall be given under oath. The Administrative Hearing Officer shall administer oaths and may compel attendance of witnesses. The Administrative Hearing Officer shall keep a record of his or her proceedings and other official actions. The Administrative Hearing Officer shall hold all hearings in accordance with the Administrative Adjudication Law as defined herein.

(2) The Administrative Hearing Officer may reverse, affirm, modify or amend, wholly or partly, the suspension, revocation or denial appealed from, to the extent and in the manner that the Administrative Hearing Officer determines is necessary to conform with the intent and requirements of this Chapter. Unless otherwise required by law, no challenge to any decision subject to this section shall be filed in any court until or unless a timely appeal has been filed and prosecuted to completion by the owner as provided for in this section so as to establish a final appealable decision.

6-2-13-13. EVICTION OR RETALIATION PROHIBITED:

It shall be unlawful for an owner to terminate the lease agreement of a tenant or otherwise retaliate against any tenant because that tenants complained to an agent of the City about nuisance activities or violations of law on the owner's premises. Nothing herein shall preclude an owner from evicting a tenant or taking other lawful action due to a violation of law or lease provision by the tenants.

6-2-13-14. PENALTY:

(A) Any person who shall violate the provisions of this Chapter or shall fail to comply with any lawful order pursuant to any section of this Chapter, upon conviction thereof, shall, in addition to any other remedy established herein, be subject to punishment in accordance with the general penalty for violations of ordinances of the City. Each day that such violation or failure to comply continues after issuance of notice by Chief of Police shall constitute a separate offense.

(B) Any person whose Residential Rental License has been suspended or revoked shall be deemed to be in violation of this Chapter, and in addition to any other remedies as may be provided by law, shall be subject to any of the following:

(1) A fine in the amount of not less than $250 and no more than $750 per unit for each day the violation exists; and

(2) Any and all civil remedies available to the City, including any and all injunctive remedies that a court of competent jurisdiction may impose.

(C) The City may seek to enforce this Chapter by seeking any one or more remedies authorized under this Chapter.

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

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

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

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

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING : _____

APPROVED this ____ day of _____, 2014.

_____
MAYOR

ATTEST:

_____
CITY CLERK

Pekin
ILLINOIS

REQUEST FOR COUNCIL ACTION

To: Mayor and Council
CC: City Clerk, Finance Dept., City Attorney, City Manager, Assistant City Manager
From: Pamela Anderson, Community Development Director

AGENDA ITEM: Renewal of contract with the Pekin Housing Authority for the Rehab Coordinator position.

AGENDA DATE REQUESTED: July 14, 2014

ACTION REQUESTED: Council approval of the Housing Rehabilitation consulting contract with the Pekin Housing Authority.

DESCRIPTION: This is a one (1) year renewal contract for the CDBG Rehab Coordinator position with the Pekin Housing Authority. The City of Pekin has participated with the Pekin Housing Authority for the last eight years. This contract is from May 1, 2014 to April 30, 2015.

FINANCIAL IMPACT: The expense of the contract is $2,597 a month, which is budgeted within the current fiscal year CDBG allocation ($31,164 annually).

NEIGHBORHOOD CONCERNS: n/a

IMPACT IF APPROVED: The City of Pekin will enter into a contract with the Pekin Housing Authority.

IMPACT IF DENIED: The City of Pekin will renegotiate with the Pekin Housing Authority concerning the Rehab Coordinator position.

ALTERNATIVES: The City could hire a part-time employee for the rehab program duties.

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

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

REQUIRED SIGNATURES

Department Director:
Date: Pamela Anderson

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

Corporation Counsel:

Date:
City Manager: Date:

HOUSING REHABILITATION CONSULTING CONTRACT

This contract is made and entered as of the first day of May, 2014, by and between the CITY OF PEKIN, an Illinois municipal corporation ("Pekin"), having an office at 111 S. Capitol Street, Pekin, Illinois 61554, and the Housing Authority of the City of Pekin ("Consultant") having an office at 1901 Broadway Road in Pekin, Illinois.

Article 1
Statement of Work

Consultant shall render to Pekin the services described in Exhibit A, attached hereto and made a part hereof.

Consultant shall perform such services with all due diligence and within time frames established by HUD guidelines. The services shall be performed in a professional and businesslike manner in accordance with recognized professional standards and shall be in accordance with such requirements or restrictions as may be lawfully imposed by any governmental authority. The services shall be completed to Pekin's satisfaction. Pekin and Consultant agree to all of the terms and provisions of the Exhibit attached hereto, which is considered part of this Contract.

Article 2
Contract Price

Upon submission of invoices by Consultant as required herein, Pekin shall pay Consultant for the performance of this Contract at a rate of $ 2,597.00 per month ($ 31,164 annually).

The scheduled payments include the cost of all labor, equipment, and materials required to complete the services described in Exhibit A, and all federal, state and local taxes, charges and excises applicable to the services. There is no minimum that Pekin is required to pay under this Contract.

Article 3
Billing and Payment

Consultant shall submit invoices for all services performed under this Contract. Invoices against this Contract shall indicate the services performed for which billing is rendered, shall separately identify any taxes

included in the contract price, shall include Consultant's tax identification number, shall specifically identify this Contract, and shall be submitted in duplicate to Pekin at its address listed above, attention Pamela Anderson, Community Development Director. Payment shall be rendered within thirty (30) days of invoicing and/or acceptance or approval by Pekin of reports, drawings, change orders, and inspections. Final payment shall be made upon completion to Pekin's satisfaction of the services.

Article 4
Duration

This Contract applies to all work performed by Consultant which is described in Exhibit A, and shall terminate on whichever is earlier of April 30, 2015, or the date as of which Pekin notifies Consultant in writing that its services under this contract have been completed.

This Contract may be terminated by Pekin for its convenience at any time in whole or in part. In the event of any such termination, Consultant shall be entitled to payment for services rendered prior to the effective date of termination, and in the event payments made by Pekin to Consultant exceed reasonable compensation for services rendered prior to the effective date of termination, Consultant shall refund to Pekin the difference between the amount paid and the amount of reasonable compensation.

Article 5
Representatives

The Contract Representatives of the parties are identified below. The parties may designate another representative in writing from time to time.

Consultant's Representative is:

Dennis D. Green
Executive Director
1901 Broadway Road
Pekin, IL 61554
Telephone (309) 346-7996
Fax (309) 346-7457

Pekin's Representative is:

Darin Girdler
City Manager
111 S. Capitol
Pekin, IL 61554
Telephone (309) 477-2300
Fax (309) 346-2095

Article 6
Title to Material

All right, title and interest in and to all work and work products developed or produced under this Contract whether in the form of reports, charts, outlines, specifications, drawings, sketches, models, samples, data, computer programs, documentation or other technical or business information, and all right, title and interest in patents, copyrights, trade secrets, trademarks and other intellectual property derived from such work and work products are hereby assigned by Consultant to Pekin. All work and work products prepared for Pekin under this Contract shall be delivered to Pekin as required herein or on termination or completion of this Contract, whichever is earlier, unless Consultant is requested in writing to do otherwise. Consultant agrees, upon request of Pekin, to require any of its personnel developing or producing work or work products under this Contract to execute an assignment of same to Pekin in a form provided by Pekin. All such work and work products prepared for Pekin under this Contract shall be considered "work made for hire" to the extent allowed by law.

Article 7
Confidential Information

Any plans, reports, outlines, specifications, drawing, sketches, models, samples, data, computer programs, work, work product, documentation, or other technical or business information ("Information") furnished or disclosed by Pekin to Consultant hereunder or that Consultant becomes aware of in connection with rendering services hereunder is the property of and shall be deemed confidential to Pekin and shall be returned to Pekin at the conclusion of this Contract, or shall be destroyed if Pekin shall so direct in writing. Unless such information was previously known to Consultant free of any obligation to keep it confidential or is subsequently or was previously made public by Pekin or by a third party having legal right to make such disclosure, it shall be held in confidence by Consultant and shall be used by Consultant for the purposes hereunder. Consultant shall obligate each of its employees, agents and subcontractors to keep such Information confidential in accordance with the foregoing requirements.

Article 8
Consultant's Information

No information furnished or disclosed by Consultant to Pekin under this Contract or in contemplation thereof shall be considered by Consultant to be confidential or proprietary information of any person other than Pekin.

Article 9
Relationship

Consultant shall exercise full control and direction over the employees of Consultant performing the services covered by this Contract. Any changes in personnel that may be reasonably requested by Pekin through its Representative, whether relating to the number of employees assigned to the work or the acceptability of particular employees, shall be made as soon as possible.

Neither Consultant nor its employees or agents shall be deemed to be Pekin's employees or agents. Consultant is an independent contractor for all purposes and at all times and is wholly responsible for the withholding and payment of all federal, state and local income and payroll taxes with respect to its employees, including contributions from them as required by law.

Article 10
Indemnity

TO THE EXTENT NOT PROHIBITED BY LAW, CONSULTANT SHALL INDEMNIFY, DEFEND, AND SAVE PEKIN AND ITS OFFICERS, EMPLOYEES, AND AGENTS HARMLESS FROM ALL LOSSES, DAMAGES, CLAIMS, DEMANDS, SUITS, LIABILITIES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, THAT ARISE OUT OF OR RESULT FROM INJURIES TO OR DEATH OF ANY PERSON OR DAMAGE TO PROPERTY WHICH MAY, OR BE ALLEGED TO, IN ANY WAY ARISE OUT OF OR BE OCCASIONED BY CONSULTANT'S PERFORMANCE OR NON-PERFORMANCE OF THIS CONTRACT. CONSULTANT'S OBLIGATION TO INDEMNIFY, DEFEND AND SAVE HARMLESS INCLUDES FROM ALL LOSSES, DAMAGES, CLAIMS, DEMANDS, SUITS, LIABILITIES AND EXPENSES ARISING OR RESULTING, OR ALLEGED TO ARISE OR RESULT, FROM ANY MANNER OR COMPARATIVE, JOINT OR CONCURRENT NEGLIGENCE OF PEKIN, BUT DOES NOT INCLUDE

THOSE RESULTING FROM PEKIN'S WILLFUL MISCONDUCT OR SOLE NEGLIGENCE.

Article 11
Insurance

Prior to the commencement of work under this Contract, Consultant shall have, and shall maintain during the terms of this Contract (1) Comprehensive General Liability (CGL) insurance including Personal Injury, Blanket Contractual, and Broad Form Property Damage with limit of at least $1,000,000 combined single limit for bodily injury and property damage for each occurrence, (2) Professional Liability Insurance with a limit of at least $250,000 for each occurrence, (3) Worker's Compensation insurance as prescribed by the law of the state in which the work is being performed including employers' liability coverage with limits of at least $500,000 each accident, and (4) Comprehensive Automobile Liability coverage if use of vehicles is required in the performance of the work with a limit of $1,000,000 combined single limit for bodily injury and property damage each occurrence. The above insurance will designate Pekin as an additional insured and shall contain a standard cross-liability clause setting forth that Pekin, as an additional insured, will be treated as though a completely separate policy of insurance had been issued to Pekin. Consultant agrees that Consultant's insurer(s) and anyone claiming by, through, under or in Consultant's behalf shall have no claim, right of action or right of subrogation against Pekin based on any loss or liability insured against under the foregoing insurance. Consultant shall furnish, prior to the start of work, certificates of the foregoing insurance satisfactory to Pekin's Representative which shall contain a clause stating that Pekin is to be notified in writing at least thirty (30) days prior to cancellation of or any material change in the policy. The coverage provided by Consultant shall be primary and any other insurance of Pekin is excess and non-contributory. Certificates of CGL insurance shall also set forth in full the cross-liability clause. Pekin shall not be required to make any payments under this Contract prior to receipt of such certificates of insurance.

Article 12
Records

Records supporting all of Consultant's invoices, including charges for labor, equipment, materials, and other disbursements, shall be kept on a

generally accepted accounting basis, and shall be available to Pekin or its Representative during normal business hours for a period of five years after final payment has been made by Pekin or for a period of five years after final adjustment of payments following termination as otherwise provided herein, whichever is later.

Article 13
Assignment and Subcontracting

This Contract is for personal services and may not be delegated or assigned by Consultant. Any purported delegation of duties or assignment of rights by Consultant under this Contract is void. Consultant shall not subcontract any part of the work without the prior written consent of Pekin. Any such approved subcontracts shall provide that subcontractors are subject to all terms and conditions set forth in this Contract. All work performed by a subcontractor shall be deemed work performed by Consultant.

Article 14
Compliance with Law

Consultant shall comply, at its own expense, with the provisions of all applicable local, state and federal laws and regulations applicable to the services provided hereunder and to Consultant as an employer of labor or otherwise. Consultant shall further comply with all rules and regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and others employed to render the services hereunder.

Article 15
Safety and Health

Consultant shall be responsible for the safety of the services performed under this Contract. In discharging that responsibility, it shall comply with the requirements of the Occupational Safety and Health Act of 1970, as amended, and any other federal, state, or local act or other requirement of the law affecting safety and health. Consultant shall insure that any of its personnel that enter the premises of Pekin comply with all applicable rules and regulations, security regulations and procedures, and governmental security laws and regulations.

Article 16
Written Notice

Unless otherwise provided herein, whenever notice or consent is required to be given by the terms of this Contract, it shall be in writing and shall be given to the Representatives designated under this Contract.

Article 17
Waiver

The failure of either party at any time to enforce any option, right, privilege or remedy under the terms of this Contract with respect to any breach or failure by the other party shall not be construed as a waiver of the same or any other option, right, privilege or remedy with respect to any other breach or failure by the other party.

Article 18
Severability

If one or more of the provisions of this Contract shall be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of this Contract, but this Contract shall then be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the parties shall be construed and enforced accordingly. However, to the extent Article 10 would be invalid, unenforceable, void or voidable insofar as it obliges Consultant to indemnify and save harmless Pekin from its own negligence, then that Article shall be read as requiring the maximum level or type of indemnification and saving harmless (particularly with respect to Consultant's own negligence) that is permitted by applicable law.

Article 19
Survival of Obligation

The obligations of the parties under this Contract that by their nature continue beyond the expiration of this Contract shall survive any termination or cancellation of this Contract.

Article 20
Choice of Law and Venue

The construction, interpretation and performance of this Contract shall be governed by the laws of the State of Illinois. As a substantial portion of the duties and obligations of the parties created hereunder are performable in Tazewell County, Illinois, and Tazewell County, Illinois shall be the sole and exclusive venue for any litigation or other proceedings as between the parties that may be brought, or arise out of, or in connection with or by reason of this Agreement.

Article 21
Captions

The captions in this Contract are included only as a matter of convenience and shall not be construed to define, limit, enlarge or described any of the provisions contained in this Contract.

Article 22
Entire Agreement

The Contract constitutes the entire agreement between the parties with respect to the subject matter of this Contract and shall not be modified or rescinded except by a writing signed by both parties. This Contract supersedes all contemporaneous oral agreements and all prior oral and written quotations, proposals, representations, communications, agreements and understandings of the parties with respect to the subject matter of this Contract.

IN WITNESS WHEREOF, Consultant and Pekin have executed this Contract as of the date first above written.

HOUSING AUTHORITY OF THE CITY OF PEKIN	CITY OF PEKIN, an Illinois municipal corporation
_____	_____
Dennis D. Green, Executive Director	Signature
	Darin Girdler, City Manager_
	Name & Title

Position Title: Modernization/Housing Rehabilitation Coordinator

Job Description:
This position inspects and evaluates the agency's physical property, recommends improvements, and provides assistance in managing the Capital Fund Program and individual work projects. This position is a full-time employee of the Housing Authority and is contracted out part-time to the City of Pekin to work on its single-family home rehabilitation program. Work is performed in accordance with standardized procedures or prior instructions.

Reports To:
Executive Director. Work is reviewed while in progress and for accuracy and compliance with instructions upon completion.

Primary Functions as Modernization Coordinator:

1. Perform annual inspections of all dwelling units, common areas, buildings, and sites for all Housing Authority properties to determine needs for short-term repairs and modernization projects.
2. Serve as the Housing Authority's representative with architects, engineers, and contractors working on modernization projects.
3. Coordinate environmental review with the City of Pekin for specific work projects to secure the release of funds. Submit the completed environmental review to the Executive Director.
4. Participate in evaluating Architect/Engineering (A/E) firms for recommendation to the Board.
5. Recommend a scope of work for specific projects.
6. Prepare specifications for work projects performed without an A/E firm.
7. Assist A/E professionals in preparing specifications to assure that specifications reflect the Housing Authority's needs and intentions.
8. Recommend a bidder's list of qualified contractors to be invited to bid on specific work projects.
9. Conduct the pre-bid meeting for specific work projects.
10. Participate in the public bid opening.
11. Secure bids for work items that are not procured by the sealed bid method due to size of the project (i.e. – tree trimming and sidewalk repair/replacement).
12. Serve as inspector preparing a daily inspection report while work is being performed under contract. File reports with the Clerk of the Works in a timely manner.
13. Serve as the Housing Authority's representative reviewing requests for contract modifications and making recommendations to the Contracting Officer.

Position Title: Modernization/Housing Rehabilitation Coordinator

14. Perform punch list inspection when work projects have been completed. Make sure punch list items have been completed.
15. Perform 11-month warranty inspection of completed work. Address any findings with contractors prior to the warranty expiration date.
16. Assist the Administrative Assistant in closing out the contract.
17. Attend training sessions and learn new procedures as required.
18. Perform other related duties as required.

Qualifications and Experience:

1. Must have a valid Illinois drivers' license and proof of insurance.
2. Must have own transportation.
3. Ability to read signs and follow oral and written instructions.
4. Able to relate well with tenants, management, staff, and public.

Physical Requirements:

1. Must be in good physical condition to inspect properties and visit construction sites.
2. May be required to work under hazardous and adverse conditions such as sleet, snow, heat, cold, dust, dirt, cramped quarters, and high places.

Environmental Requirements:

1. Must be able to work in an office setting and on construction sites or in private residences.

Primary Functions as Housing Rehabilitation Coordinator:
The purpose of this position is to work with the Intake Specialist to coordinate the housing rehabilitation project applications/activities, and monitor housing rehabilitation projects for compliance with terms, contracts, & federal regulations. The work is performed under the direction of the Director of Planning and Economic Development/Community Development Coordinator.

Reports To: Community Development Coordinator at the City of Pekin

1. Initial and clearance house inspections for CDBG Rehab programs/HOME program, then take the inspection form and use a computerized spec program for a work write up. Before and after pictures needed. Compiles all work write-ups following first inspection.
2. Verifies that permits for work are acquired and schedules final walk-through with appropriate Inspectors and Contractor.
3. Attends & leads pre-construction conferences.

Position Title: Modernization/Housing Rehabilitation Coordinator

4. Monitors work during rehabilitation for compliance with rehabilitation program. Completes progress reports.
5. Ability to moderate conflicts with contractors and homeowners.
6. Supervises contractor work for compliance with construction contract. Request appropriate forms from Intake Specialist to have homeowner and contractor sign. Requests invoices from contractors and then submits invoices/completed files to Intake Specialist.
7. Ability to maintain confidentiality.
8. Assures compliance with general safety standards.
9. Plans work projects. Develops/drafts blueprints/floor plans.
10. Receives and responds to complaints and questions by telephone and in-person.
11. Perform other related duties as required.

Qualifications and Experience:

1. HUD/CDBG background and understanding.
2. Lead inspection and testing experience.
3. High school diploma or equivalent, vocation/technical training in construction techniques and management; five years construction/contractor experience, or any combination of education and experience that provides equivalent knowledge, skills, and abilities.
4. Must have a valid Illinois drivers' license and proof of insurance.
5. Interpersonal skills for working with low-income/disadvantaged persons and contractors.
6. Certification/Illinois State License for Lead Assessor to perform required lead testing on rehabilitation projects (initial and clearance).
7. Read Sid wells, maps and plats.
8. Familiar with the BOCA/International Building Codes, computerized specification writing program, and computer programs (Microsoft Word, Excel and Outlook).

Physical & Mental Abilities Required to Perform Essential Job Functions:

1. Language Ability and Interpersonal Communication.
    a. Requires the ability to perform mid-level data analysis including the ability to audit, deduce, assess, conclude and appraise. Requires discretion in determining and referencing such to established criteria to define consequences and develop alternatives.
    b. Ability to utilize a variety of advisory and design data and information such as architectural drawings, plats, contract documents, specifications, code complaints, billing invoices, billing statements,

meeting minutes/agenda, codes, maps and non-routine correspondence.

c. Ability to communicate orally and in writing with customers, attorneys, contractors, architects, engineers, and builders.

2. Mathematical Ability
   a. Ability to calculate percentages, fractions, decimals, volumes, area, ratios, and spatial relationships. Ability to interpret basic descriptive statistical reports.
3. Judgment and Situational Reasoning Ability
   a. Ability to use functional reasoning and apply rational judgment in performing diversified work activities.
   b. Ability to exercise the judgment, decisiveness and creativity required in situations involving the evaluation of information against sensory and / or judgmental criteria.

Physical Requirements:

1. Ability to operate, maneuver and/or steer equipment and machinery requiring simple but continuous adjustments, such as motor vehicle, typewriter, computer terminal, telephone, calculator and tape measure.
2. Ability to exert very moderate physical effort in sedentary to light work, typically involving some combination of stooping, kneeling, crouching and crawling and lifting.
3. Ability to recognize and identify degrees of similarities or differences between characteristics of shapes associated with job-related objects, materials and tasks.

Environmental Requirements:

1. Ability to work under moderately safe and comfortable conditions.

Pekin
ILLINOIS

REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk, Finance Dept., City Attorney, City Manager, Assistant City Manager

From: Pamela Anderson, Community Development Director

AGENDA ITEM: 2013 Consolidated Annual Performance Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) entitlement & 2014 Action Plan Amendment #1

AGENDA DATE REQUESTED: July 14, 2014

ACTION REQUESTED: Council approval of the 2013 CAPER & 2014 Action Plan Amendment #1 for CDBG funding.

DESCRIPTION: HUD requires a yearly evaluation report stating the accomplished goals for the past fiscal year and performance measurements based from the Five Year Consolidated Plan. These are stated within the 2013 end of the year evaluation document. The draft will be on public review from June 23 – July 11th, 2014, with a public hearing on July 10th, 5:00 pm in the Council chambers.

Any substantial changes to the allocation of dollars require an amendment, which includes a public comment period, a public hearing and Council approval. There are dollars that are being reallocated from the 2013 CAPER to 2014 HUD fiscal year projects; therefore, a 2014 Action Plan amendment is required.

FINANCIAL IMPACT: Please see the attached supporting documents.

NEIGHBORHOOD CONCERNS: A public hearing is scheduled for July 10, 2014 at 5:00pm in the Council chambers. Comments will be included within the final draft of the CAPER that will be submitted to HUD.

IMPACT IF APPROVED: The 2013 CAPER & 2014 Action Plan amendment will be mailed to HUD for approval.

IMPACT IF DENIED: The deadline for submittal of the 2013 CAPER will be missed and an extension request will be submitted to HUD.

ALTERNATIVES: none

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

X	**A Prosperous Community.** To promote and sustain a balanced economy that supports

	expansion and retention of family-wage jobs.
	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
X	**A Strong Foundation.** To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
X	**A High Quality of Life.** To support or provide services that improve the quality of life for Pekin's residents.
X	**An Effective Government.** To deliver effectively the services that Pekin's residents want, need, and are willing to support.
REQUIRED SIGNATURES	
Department Director: Pamela Anderson Date: 7/3/14	
Finance Department (Certification of Availability of Funds): Date:	
Corporation Counsel: Date:	
City Manager: Date:	

2013 CAPER Executive Summary

- The 2013 CDBG grant amount was $337,498. The actual 2013 program income amount was $58,656.99.
- Fiscal year 2012 dollars re-allocated to 2013 programs were $122,740.98.
- The total actual funds available for Fiscal Year 2013 was $770,974.49 and a total of $636,566.40 was expended from May 1, 2013 to April 30, 2014.
- A total of ten (10) projects were completed with CDBG funding composing a total of thirty-seven (37) activities completed during the 2013 fiscal year.
- One (1) additional activity was funded and completed with the Illinois Housing Development Authority (IHDA) Single Family Owner Occupied Rehabilitation (SFOOR) program.
- The unexpended 2013 FY CDBG dollars ($134,408.00) are being included within an amendment to the 2014 Action Plan.
- Two (2) households benefited from the HOME / SFOOR program dollars from the Illinois Department Housing Authority (IHDA).
- Seventeen (17) owner occupied houses benefited from the CDBG Rehab program.
- The Human Rights Committee focused on a community mural project with the Pekin High School art students and the City of Pekin. In addition, the HRC hosted a community diversity awareness breakfast in May 2014.
- The Mayor's Advisory Committee for People with Disabilities participated in Wellness Day at Pekin Community High School District #303.
- The City of Pekin worked with Tri-County Regional Planning to complete the Regional Analysis of Impediments report, Affordable Housing needs and Sustainable Communities grant.
- Three not-for-profit agencies (Pekin Union Mission/Shade Park, Pekin YWCA & the Carol House of Hope) completed projects with the public facility program.
- Three not for profit agencies successfully completed a variety of public service programs – hot meal service to those in need Monday – Friday, child care snack pack program, social services for those in need, take home child care education packets and scholarships for Pekin YWCA child care and membership for those in need.
- The City of Pekin continues to work with the Heart of Illinois Homeless Continuum of Care for the implementation of the Hearth rules and regulations.
- 2013 Timeliness test was met by the City of Pekin.

2013 CDBG Actual Expended

last updated on 06/10/2014 2013 Budget	2013 AP CDBG Allocation	2012 CAPER reallocation	2012 CAPER carry over	new 2013 activity amounts	actual expended
ADA sidewalks	$51,500.00	$68,078.43	$87,740.98	$207,319.41	**$241,742.30**
2013 Rehabilitation programs	$40,000.00	$60,000.00	$0.00	$100,000.00	**$137,554.41**
2012 Rehab program (Wolfe)					**$2,494.40**
Public Facilities	$8,215.09	$72,000.00	$35,000.00	$115,215.09	
House of Hope				$0.00	
Pekin YWCA				$0.00	
Union Mission				$0.00	
Rehab Prog. Delivery	$88,000.00	$12,000.00	$0.00	$100,000.00	**$97,715.46**
CDBG for HOME	$48,000.00	$40,000.00	$0.00	$88,000.00	
Cook				$0.00	**$1,079.92**
				$0.00	
				$0.00	
				$0.00	
Public Services	$58,382.91	$0.00	$0.00	$58,382.91	
Life Skills Coordinator				$0.00	
Driven café				$0.00	
Salvation Army				$0.00	**$3,098.61**
Pekin YWCA				$0.00	**$9,490.00**
				$0.00	
Pekin Coalition for Equality	$3,000.00	$0.00	$0.00	$3,000.00	**$3,320.81**
Administration	$70,400.00	$0.00	$0.00	$70,400.00	**$64,251.14**
2013 Total:	$367,498.00	$252,078.43	$122,740.98	$742,317.41	**$636,566.40**

2012 Carry over activities	allocated	expended
ADA sidewalks	$87,740.98	$87,740.98
Public Facilities	$35,000.00	$0.00
2012 Total:	$122,740.98	$87,740.98

2013 Grant allocation	$337,498.00
Program Income 2013 (actual 4/30/14)	$58,656.99
Total:	$396,154.99
Difference	$28,656.99

Administrative cap calculation *	estimated	Actually expended
20% Administrative cap:	$79,231.00	$79,231.00
2013 Pekin Coalition for Equality	$3,000.00	$3,320.81
General Administration:	$70,400.00	$64,251.14

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2013 CDBG Actual Expended

2012 Carry over activities	$122,740.98	**Public Services cap calculation**	
2012 re-allocated $'s to 2013	$252,078.43	2013 Grant allocation	$337,498.00
2013 Action Plan grant allocation:	$337,498.00	2012 / last year's program income:	$51,721.37
2013 Program Income actual (4/30/14)	$58,656.99	Total:	$389,219.37
Total 2013 budget:	$770,974.40		

Remaining funds in cap:	$5,831.00	$11,659.05
**	estimated	Actually expended
15% Public Services cap:	$58,382.91	$58,382.91
Public Services:	$51,170.46	$51,170.46
Remaining funds in cap:	$7,212.45	$7,212.45

SUMMARY OF AFFORDABLE HOUSING ASSISTANCE

2013 CDBG for HOME REHABILITATION PROGRAMS COMPLETED: 2

Income Level	Owner Households Assisted
Extremely Low Income (0 – 30% of MFI)	1
Low Income (31 – 50% of MFI)	1
Moderate Income (51 – 80% of MFI)	0
Female Head of Household	2
Disabled	1
Elderly	1
Single Parent	1

2013 CDBG Rehabilitative Activity Completed: 17

Income Level	Owner Households Assisted
Extremely Low Income (0 – 30% of MFI)	8
Low Income (31 – 50% of MFI)	3
Moderate Income (51 – 80% of MFI)	6
Female Head of Household	12
Disabled	7
Elderly	4
Single Parent	5

HUD / CDBG FISCAL YEAR END – 2013
May 2013 to April 2014

Project Name	2013 Allocation (Amendment #1 totals)	2013 expended	Status
2013 Public Facilities	$115,215.09	$37,237.50	Completed (3 activities)
2013 Rehabilitation	$100,000	$137,554.41	Completed (17 activities)
2013 Life Skills Coordinator (Public Services)	$19,000	$19,073.53	Completed
2013 Rehab Program Delivery	$100,000	$97,715.46	Completed
2013 Pekin Coalition for Equality	$3,000	$3,320.81	Completed
2012 removing architectural barriers	$87,740.98	$87,740.98	Completed
2013 CDBG for HOME	$88,000	$3,574.32	Completed
2013 ADA Sidewalks	119,578.43	$154,001.32	Completed
2013 Public Services	$39,382.00	$32,096.93	Completed Driven Café & Pekin YWCA activities / Pekin Salvation activity $3,746.30 carried over to FY 2014
2013 Administration	$70,400	$64,251.14	Completed
Totals:	$742,317.41	$636,566.40	

2013 Fiscal Year
Total Funds Available & Calculations of Cap %'s

2013 Grant Income:	$337,498
2013 Program Income:	$58,656.99
Total 2013 income:	**$396,154.99**
20% Administrative Cap:	$79,231.00
15% Public Service Cap:	$58,382.00
(2012 Program Income)	$51,721.37
FY 2012 re-allocated dollars to FY 2013 programs	$374,819.41
Total 2013 funds available:	$396,154.99
Expended for 2013:	$636,566.40
Remaining funds for 2014 amendment:	**$134,408**

2013 Carry Over Funds to 2014 Fiscal Year

Activity / Funding	Allocated		Re-allocated dollars to FY2014 programs
2013 funds to be reallocated to 2014 Fiscal Year -	**2014 Action Plan allocation**	**Plus 2013 carried over dollars**	**Total allocation for 2014 projects/activities**
ADA Sidewalks	$33,346.30	$100,661.70	$134,008
Public Facilities	$0.00	$30,000	$30,000
	Total:	$130,661.70	
2013 CDBG carry over projects:	**2013 $'s Allocated**	**Drawn in 2013 FY**	**Carried Over Activities to FY2014**
Public Services Pekin Salvation Army take home packs	$1,500	$253.70	$1,246.30
Public Services Salvation Army public transportation	$2,500	$0.00	$2,500
		Total:	$3,746.30

Funding	Allocated
Total 2013 CDBG reallocated for FY 2014 (amendment #1 for 2014 Action Plan):	$102,004.71
Total 2013 CDBG activities carried over to FY 2014:	$3,746.30
Total dollars added to Fiscal Year 2014	**$134,408**

2014 Amendment #1

2014 Budget - May 1, 2014 to April 30, 2015	2014 Action Plan allocation	Actual allocation	2013 updates to allocation 6/25/14	2013 carried over programs to FY 2014	2013 re-allocated dollars to FY 2014	Amendment #1 totals (2014 allocation + re-allocated $'s)	Leveraged funds
ADA sidewalks	$31,485.53	$29,600.00	$33,346.30		$100,661.70	$134,008.00	
Rehabilitation	$106,434.77	$100,000.00	$111,900.45			$111,900.45	
Rehab Prog. Delivery	$107,879.76	$101,370.00	$101,370.00			$101,370.00	
CDBG for HOME (4 houses)	$0.00	$0.00	$0.00			$0.00	
Public Services (LSC + agencies) **	$58,636.09	$55,229.00	$57,591.25	$3,746.30		$61,337.55	
Public Facilities			$0.00		$30,000.00	$30,000.00	
Pekin Coalition for Equality *	$3,270.24	$3,000.00	$3,000.00			$3,000.00	
Administration *	$72,553.61	$68,171.22	$73,052.00			$73,052.00	
Total:	$380,260.00	$357,370.22	$380,260.00	$3,746.30	$130,661.70	$514,668.00	
				$134,408.00			
HUD 2014 Grant allocation	$327,323.06	$350,260.00	$350,260.00				
Estimated Program Income 2014	$30,000.00	$30,000.00	$30,000.00				
Total:	$357,323.06	$380,260.00	$380,260.00				
	($22,936.94)	$22,889.78	$0.00	difference			

2014 Grant allocation	$327,323.06	$350,260.00
2013 / last year's program income:	$58,656.99	$58,656.99
Total:	$385,980.05	$408,916.99

*	2014 Action Plan allocation	Actual allocation	
20% Administrative cap:	$71,464.61	$76,052.00	$76,052.00
Pekin Coalition for Equality	$3,270.24	$3,000.00	$3,000.00
Administration:	$72,553.61	$68,171.22	$73,052.00
Remaining funds in cap:	($4,359.24)	$4,880.78	$0.00

**	2014 Action Plan allocation	Actual allocation	
15% Public Services cap:	$57,897.01	$61,337.55	$61,337.55
Public Services:	$58,636.09	$55,229.00	$57,591.25
Remaining funds in cap:	($739.08)	$6,108.55	$3,746.30

remaining 2013 $'s	$134,408.00
[illegible]	[illegible]
[illegible]	[illegible]
total available for 2014	[illegible]
amendment totals:	$514,668.00
remaining to be allocated	$0.00

2013 carried over Salvation Army activites

7/3/2014

Pekin
ILLINOIS

REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk & City Manager

From: Michael Guerra, City Engineer

AGENDA ITEM: To Award the Broadway Road Improvement – Court St. to 8th St. Project

AGENDA DATE REQUESTED: July 14, 2014

ACTION REQUESTED: To award the Broadway Road Improvement from Court St to 8th St project to R.A. Cullinan in the amount of $214,785.05

DESCRIPTION: This motion is to award the project for the Broadway Road Improvement from Court to 8th St to RA Cullinan. Two bids were received and verified with RA Cullinan being the low bid at $214,785.05. This project is to remove and replace the concrete pavement from Court St to 8th St. skipping over Anna Eliza, repairing damaged sections of curb, updating the sidewalk ramps to meet current PROWAG standards and other related construction work. This pavement has become increasingly deteriorated over the past several years. With its current condition it will be more beneficial to reconstruct the pavement then to continue to patch it.

I recommend that this proposal be awarded.

FINANCIAL IMPACT: $214,785.05 of street maintenance funds allocated in this year's budget

NEIGHBORHOOD CONCERNS: Broadway will have to be closed for this construction but is required to be reopened by Aug 30th.

IMPACT IF APPROVED: This section of Broadway will be repaired

IMPACT IF DENIED: This section of Broadway will not be repaired

ALTERNATIVES: Continue to pot hole patch the road

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

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

REQUIRED SIGNATURES
Department Director: Date: 7/9/14
Finance Department (Certification of Availability of Funds)**:** Date:
Corporation Counsel: Date:
City Manager: Date: 07/09/14

Project: Broadway Reconstruction - Court Street to 8th St.
Date: 7/8/2014

Bid Tab

				UCM		Otto Baum	
	Bid Items	Unit	Qty	Unit Price	Total	Unit Price	Total
1	Furnished Excavation	CY	35	$50.32	$1,761.20	$49.50	$1,732.50
2	Seeding (special)	SY	70	$22.79	$1,595.30	$39.00	$2,730.00
3	Agg. Base Course Type A 4"	SY	1666	$11.62	$19,358.92	$7.50	$12,495.00
4	PCC Pavement 9" (Jointed) w Fiber	SY	1575	$60.50	$95,287.50	$67.15	$105,761.25
5	Agg Base Course Type B 6"	SY	38	$15.40	$585.20	$15.35	$583.30
6	Pcc Sidewalks 4"	SF	753	$8.61	$6,483.33	$12.20	$9,186.60
7	Detectable Warnings	SF	67	$26.72	$1,790.24	$25.50	$1,708.50
8	Pcc Slope Wall 4"	SF	148	$14.19	$2,100.12	$15.00	$2,220.00
9	Sidewalk Removal	SF	783	$1.76	$1,378.08	$5.50	$4,306.50
10	Pcc Driveway Pavement 6"	SY	38	$63.89	$2,427.82	$68.30	$2,595.40
11	Pavement Removal	SY	1530	$13.97	$21,374.10	$17.50	$26,775.00
12	Driveway Pavement Removal	SY	38	$12.06	$458.28	$9.35	$355.30
13	Curb and Gutter Removal	Ft	380	$24.24	$9,211.20	$9.00	$3,420.00
14	Concrete Median Removal	SF	1255	$2.50	$3,137.50	$3.10	$3,890.50
15	HMA Driveway Pavement Removal	SY	60	$14.02	$841.20	$13.25	$795.00
16	Combination Conc Curb & Gutter TB-6.24	FT	258	$72.57	$18,723.06	$52.00	$13,416.00
17	Bituminous Mixture Complete	SY	38	$54.66	$2,077.08	$114.35	$4,345.30
18	Concrete Curb TYB	FT	13	$32.83	$426.79	$62.35	$810.55
19	Traffic Control and Protection (spl)	Lsum	1	$8,878.15	$8,878.15	$16,000.00	$16,000.00
20	Combination Conc Curb & Gutter TB-6.12	FT	50	$65.60	$3,280.00	$42.00	$2,100.00
21	Butt Joint	SY	36	$25.48	$917.28	$94.00	$3,384.00
22	Concrete Median Type SB-6.06	SF	810	$15.67	$12,692.70	$17.25	$13,972.50
				Total	$214,785.05	Total	$232,583.20