



City of Pekin

REGULAR CITY COUNCIL MEETING MONDAY, JULY 9, 2018 5:30 PM

1.	Pledge of Allegiance
2.	Call to Order
3.	Approve Agenda
3.1.	Approve Agenda
4.	Approval of Minutes
4.1.	Approval of Minutes
5.	Public Input
6.	Consent Agenda
6.1.	Approval of Council to Cancel the Regular Scheduled Council Meeting of July 23, 2018
6.2.	Resolution No. 103-18/19 Mayor's Appointment of Sharron K. Church to the Pekin Housing Authority
6.3.	Receive and File - Liquor Commission Committee Minutes dated May 24, 2018
6.4.	Receive and File - Bids for the 2018 Sidewalk Improvement Project
6.5.	2018 Illinois Public Library Annual Report
7.	Communications, Petitions, Reports
7.1.	Presentation By Jeff Brooks Pekin Public Library Director
8.	New Business
8.1.	Financial Support of Pekin Area Chamber of Commerce ACTION REQUESTED: Approve investment to Pekin Area Chamber of Commerce in the amount of \$14,000.00.
8.2.	Ordinance No. 2795-18/19 Add Chapter 13 to Title 4 of the City of Pekin Code Regarding the Regulation of Small

Wireless Facilities within the Public Right of Way ACTION REQUESTED: To Adopt the Ordinance Adding Chapter 13 to Title 4 of the City of Pekin Code Regarding the Regulation of Small Wireless Facilities Within the Public Right of Way.	
8.3.	Award the 2018 Sidewalk Improvement Project Bid ACTION REQUESTED: To award the bid for the 2018 Sidewalk Improvement Project to C&G Concrete Construction Company, Inc. and to issue the contract in the amount of \$45,000.
8.4.	Resolution No. 104-18/19 Approving the Agreement between the City of Pekin and DMGL, LLC. ACTION REQUESTED: To approve the resolution for the approval of the agreement between the City of Pekin and DMGL, LLC, for the area known as Broadway Farms
8.5.	Supplemental Motor Fuel Tax Resolution No. 105-18/19 for Section 00-00164-00-SP Broadway Road and Parkway Drive Intersection ACTION REQUESTED: To approve the supplemental Motor Fuel Tax resolution for Section 00-00164-00-FP Broadway Rd. and Parkway Dr. Intersection in the amount of \$787,143.57
8.6.	Resolution No. 106-18/19 Intergovernmental Agreement with Greater Peoria Mass Transit District for 2018-2019 Transit Service in Pekin ACTION REQUESTED: Approve Resolution No. 106-18/19 regarding an Intergovernmental Agreement with Greater Peoria Mass Transit District for 2018-2019 Transit Service in Pekin
8.7.	Redevelopment Agreement with Gordon Pari for Project in Southern Industrial Park TIF District ACTION REQUESTED: Approve redevelopment agreement with Gordon Pari for proposed development in the Southern Industrial Park TIF District
8.8.	Lease of Certain Portions of the Pekin Service Center ACTION REQUESTED: Approve the Lease Agreement at 1130 Koch Street with Tazewell County Consolidated Communications "TC3".
8.9.	2017 Consolidated Annual Performance Evaluation Report (CAPER) ACTION REQUESTED: Approve the 2017 CAPER for for the Community

Development Block Grant (CDBG)	
9.	Any Other Business To Come Before The Council
10.	Executive Session 5 ILCS 120/2 (c) 3. Selection to fill a Public Office
11.	Adjourn

Column 1 Key:

TC Tony Carson City Manager

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.

**REQUEST FOR COUNCIL ACTION****To: Council Members****Date: July 5, 2018****From: Sue McMillan, City Clerk****AGENDA ITEM:** Cancellation of the Regular Scheduled Meeting of July 23, 2018**AGENDA DATE REQUESTED:** July 9, 2018**REQUIRED SIGNATURES****Department Directors and City Staff:**

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

**Approval of Council to Cancel the Regular Scheduled Council Meeting of July 23,
2018**

MAYOR

ATTEST:

CITY CLERK

**REQUEST FOR COUNCIL ACTION****To: Council Members****Date: July 5, 2018****From: Elliff & Bosich, City Attorney****AGENDA ITEM:** Adopt Resolution No. 103-18/19**AGENDA DATE REQUESTED:** July 9, 2018**REQUIRED SIGNATURES****Department Directors and City Staff:**

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

Resolution No. 103-18/19
Mayor's Appointment of Sharron K. Church to the Pekin Housing Authority

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PEKIN, ILLINOIS, THAT:

the Mayor's appointment of Sharron K. Church to the Pekin Housing Authority to fill the unexpired term of Shirley Moore until January 14, 2020.

324 Park Ridge Lane

Pekin, IL 61554

MAYOR

ATTEST:

CITY CLERK

**REQUEST FOR COUNCIL ACTION****To: Council Members****Date: July 6, 2018****From: Nicole Stewart, Deputy Clerk****AGENDA ITEM:** Receive and File Liquor Commission Committee Minutes dated May 24, 2018**AGENDA DATE REQUESTED:** July 9, 2018**REQUIRED SIGNATURES****Department Directors and City Staff:**

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:



**LIQUOR COMMISSION MINUTES
THURSDAY, MAY 24, 2018 AT 4:00 P.M.
CITY HALL COUNCIL CHAMBERS
111 SOUTH CAPITOL STREET
PEKIN, ILLINOIS 61554**

Liquor Commissioner John McCabe called the meeting to order at 4:07 p.m.

The **PLEDGE of ALLEGIANCE** was led by Alternate Deputy Chief Don Baxter.

ROLL CALL

The following members were present for roll call: Liquor Commissioner John McCabe, Liquor Commission Member Rose Hasler, Alternate Chief Rob Baughman, Alternate Deputy Chief Don Baxter and Commission Member Timm Schwartz.

Absent: Deputy Liquor Commissioner Rich VonRohr, Liquor Commission Member Kurt Nelson, Liquor Commission Member John Dossey.

Also present: Attorney Burt Dancey and City Clerk Sue McMillan.

APPROVAL OF AGENDA

Motion made by Commission Member Timm Schwartz, seconded by Commission Member Rose Hasler to approve the May 24, 2018 Agenda. On roll call vote all present voted Aye. Motion carried.

APPROVAL OF LIQUOR COMMISSION MINUTES

Motion made by Commissioner Member Timm Schwartz seconded by Alternate Deputy Chief Don Baxter to approve the April 26, 2018 minutes. On roll call vote all present voted Aye to approve the minutes. Motion carried.

PUBLIC INPUT/COMMENTS/QUESTIONS

None.

NEW BUSINESS

New Application: Westward, Inc. dba West Dublin Pub – 507 Court Street – Tom West – Class A

All members discussed the application and checklist for West Dublin Pub. A motion was made by Commission Member Timm Schwartz seconded by Commission Member Rose Hasler to approve the issuance of a liquor license to Westward, Inc., dba West Dublin Pub. On roll call vote present voted Aye. Motion carried.

ANY OTHER BUSINESS

Liquor Commissioner McCabe announced the issues of liquor changes going before Council at the next Council meeting, on Tuesday, May 29, 2018.

Commission Member Timm Schwartz made a motion to adjourn and it was seconded by Alternate Deputy Chief Don Baxter. Meeting adjourned at 4:20 P.M.

Respectfully submitted
Nicole Stewart, Liquor Commission Secretary



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: June 27, 2018

From: Sue McMillan, City Clerk

Michael Guerra, City Engineer

AGENDA ITEM: Receive and File - Bids for the 2018 Sidewalk Improvement Project

AGENDA DATE REQUESTED: July 9, 2018

REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

RETURN WITH BID


**Local Public Agency
Formal Contract
Proposal**

PROPOSAL SUBMITTED BY		
C & G Concrete Construction Co., Inc.		
Contractor's Name		
1906 Meadow Ave.		
Street	P.O. Box	
East Peoria,	IL	61611
City	State	Zip Code

STATE OF ILLINOIS

COUNTY OF Tazewell

(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE NO. 2018 Sidewalk Improvement Project

SECTION NO. _____

TYPES OF FUNDS Local☒ SPECIFICATIONS (required)☒ PLANS (required)**For Municipal Projects**

Submitted/Approved/Passed

☐ Mayor ☐ President of Board of Trustees ☒ Municipal Official

Date

Department of Transportation☐ Released for bid based on limited review

Regional Engineer

Date

For County and Road District Projects

Submitted/Approved

Highway Commissioner

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

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

Attachment: C & G CONCRETE CONSTRUCTION CO., INC. (1459 : Receive and File - Bids for the 2018 Sidewalk Improvement Project)

RETURN WITH BID

NOTICE TO BIDDERS

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Various

Sealed proposals for the improvement described below will be received at the office of City of Pekin City Clerk,
111 S. Capitol St. until 11:00 AM on June 27, 2018
 Address Time Date

Sealed proposals will be opened and read publicly at the office of the City of Pekin City Clerk
111 S. Capitol St. at 11:00 AM on June 27, 2018
 Address Time Date

DESCRIPTION OF WORK

Name 2018 Sidewalk Improvement Project Length: _____ feet (_____ miles)
 Location City of Pekin
 Proposed Improvement Sidewalk, driveway, and curb removal & replacement, installation of ADA ramps to PROWAG Standards.

1. Plans and proposal forms will be available in the office of City Clerk, City Hall
111 S. Capitol Street Pekin, IL 61554
 Address
2. ☐ Prequalification
 If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.
3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.
4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
 - a. BLR 12200: Local Public Agency Formal Contract Proposal
 - b. BLR 12200a Schedule of Prices
 - c. BLR 12230: Proposal Bid Bond (if applicable)
 - d. ~~BLR 12325: Apprenticeship or Training Program Certification (do not use for federally funded projects)~~
 - e. ~~BLR 12326: Affidavit of Illinois Business Office~~
5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

RETURN WITH BID

PROPOSAL

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Various

1. Proposal of 2018 Sidewalk Improvements

for the improvement of the above section by the construction of Sidewalk, driveway, and curb removal & replacement, installation of ADA ramps to PROWAG standards.

a total distance of _____ feet, of which a distance of _____ feet, (_____ miles) are to be improved.

2. The plans for the proposed work are those prepared by City of Pekin and approved by the Department of Transportation on _____
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within _____ working days or by August 31, 2018 unless additional time is granted in accordance with the specifications.
6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to:
City of Pekin Treasurer of _____
 The amount of the check is _____ (_____).
7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check is placed in another proposal, it will be found in the proposal for: Section Number _____
8. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.
9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this contract.
12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.

RETURN WITH BID



SCHEDULE OF PRICES

County Tazewell
Local Public Agency City of Pekin
Section _____
Route Various

Schedule for Single Bid

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

Bidder's Proposal for making Entire Improvements \$45,000.00

[illegible]

RETURN WITH BID

CONTRACTOR CERTIFICATIONS

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Various

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

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.

2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

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

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative Code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be cancelled.

RETURN WITH BID

SIGNATURES

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Various

(If an individual)

Signature of Bidder _____

Business Address _____

(If a partnership)

Firm Name _____

Signed By _____

Business Address _____

Inset Names and Addressed of All Partners



(If a corporation)

Corporate Name C & G Concrete Construction Co., Inc.Signed By Rodney Slusher
PresidentBusiness Address 1906 Meadow Ave.
East Peoria, IL 61611

Insert Names of Officers

President Rodney Slusher
 Secretary Bruce Cox
 Treasurer Tricia Slusher

Attest:

 Secretary

Attachment: C & G CONCRETE CONSTRUCTION CO.,INC. (1459 : Receive and File - Bids for the 2018 Sidewalk Improvement Project)

Local Agency Proposal Bid Bond



RETURN WITH BID

Route	2018 Sidewalk Improvements
County	Tazewell
Local Agency	City of Pekin
Section	

PAPER BID BOND

WE C & G Concrete Construction Co Inc. as PRINCIPAL

and Old Republic Surety Company as SURETY.

are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument.

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

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

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this Instrument to be signed by their respective officers this 27th day of June 2018.

Principal

C & G Concrete Construction Co Inc.

(Company Name)

By: [Signature] Secretary
(Signature and Title)

(Signature and Title)

By:

(Company Name)

(Signature and Title)

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

Surety

Old Republic Surety Company

(Name of Surety)

By:

(Signature of Attorney-in-Fact)

STATE OF ILLINOIS.

STATE OF KENTUCKY, Macon
COUNTY OF _____

_____, a Notary Public in and for said county,

do hereby certify that Randy S Cannady

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

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

Given under my hand and notarial seal this 27th day of June 2018

My commission expires	7-16-21
-----------------------	---------

Notary Public

ELECTRONIC BID BOND☐ Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)

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

Electronic Bid Bond ID Code

(Company/Bidder Name)

(Signature and Title)

Date:



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

KEVIN J. BREHENY, RANDY S. CANNADY, TIM R. PATTON, GLENDA S. HOFFMAN, DANIEL A. MARTINI, BLAKE E. ALLISON, OF FORSYTH, IL

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED
TWENTY FIVE MILLION DOLLARS (\$25,000,000) ----- FOR ANY SINGLE OBLIGATION

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

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

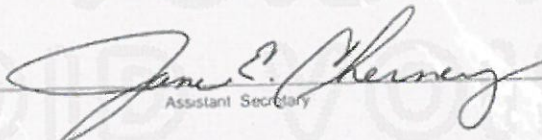
RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

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

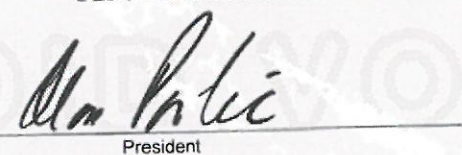
RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such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

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 5TH day of MARCH, 2018.

OLD REPUBLIC SURETY COMPANY


Assistant Secretary

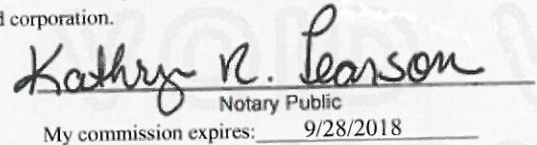



President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 5TH day of MARCH, 2018, personally came before me, Alan Pavlic and Jane E Cherney, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.




Notary Public
My commission expires: 9/28/2018

(Expiration of notary commission does not invalidate this instrument)

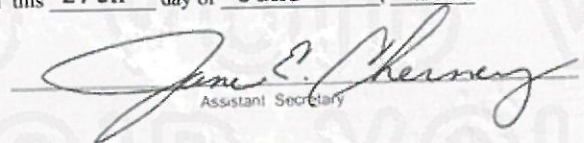
CERTIFICATE

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

40-1871



Signed and sealed at the City of Brookfield, WI this 27th day of June, 2018.


Assistant Secretary

J. L. HUBBARD INSURANCE &

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS



Local Public Agency Formal Contract Proposal

PROPOSAL SUBMITTED BY

Otto Baum Co., Inc.

Contractor's Name

866 N. Main St.

Street

P.O. Box

Morton

IL

61550

City

State

Zip Code

STATE OF ILLINOIS

COUNTY OF Tazewell

(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE NO. 2018 Sidewalk Improvement Project

SECTION NO. _____

TYPES OF FUNDS Local☒ SPECIFICATIONS (required)☒ PLANS (required)**For Municipal Projects**

Submitted/Approved/Passed

☐ Mayor ☐ President of Board of Trustees ☒ Municipal Official

Date

Department of Transportation☐ Released for bid based on limited review

Regional Engineer

Date

For County and Road District Projects

Submitted/Approved

Highway Commissioner

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

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

Attachment: OTTO BAUM CONTRACTORS (1459 : Receive and File - Bids for the 2018 Sidewalk Improvement Project)

NOTICE TO BIDDERS

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Various

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111 S. Capitol St. until 11:00 AM on June 27, 2018
 Address Time Date

Sealed proposals will be opened and read publicly at the office of the City of Pekin City Clerk
111 S. Capitol St. at 11:00 AM on June 27, 2018
 Address Time Date

DESCRIPTION OF WORK

Name 2018 Sidewalk Improvement Project Length: _____ feet (_____ miles)
 Location City of Pekin
 Proposed Improvement Sidewalk, driveway, and curb removal & replacement, installation of ADA ramps to PROWAG Standards.

1. Plans and proposal forms will be available in the office of City Clerk, City Hall
111 S. Capitol Street Pekin, IL 61554
 Address
2. ☐ Prequalification
 If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.
3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.
4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
 - a. BLR 12200: Local Public Agency Formal Contract Proposal
 - b. BLR 12200a Schedule of Prices
 - c. BLR 12230: Proposal Bid Bond (if applicable)
 - d. ~~BLR 12325: Apprenticeship or Training Program Certification (do not use for federally funded projects)~~
 - e. ~~BLR 12326: Affidavit of Illinois Business Office~~
5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Attachment: OTTO BAUM CONTRACTORS (1459 : Receive and File - Bids for the 2018 Sidewalk Improvement Project)

PROPOSAL

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Various

1. Proposal of 2018 Sidewalk Improvements

for the improvement of the above section by the construction of Sidewalk, driveway, and curb removal & replacement, installation of ADA ramps to PROWAG standards.

a total distance of _____ feet, of which a distance of _____ feet, (_____ miles) are to be improved.

2. The plans for the proposed work are those prepared by City of Pekin and approved by the Department of Transportation on _____
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within _____ working days or by August 31, 2018 unless additional time is granted in accordance with the specifications.
6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to:
City of Pekin Treasurer of _____
 The amount of the check is _____ Bid Bond (_____).
7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check is placed in another proposal, it will be found in the proposal for: Section Number N/A.
8. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.
9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this contract.
12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.

Attachment: OTTO BAUM CONTRACTORS (1459 : Receive and File - Bids for the 2018 Sidewalk Improvement Project)



OTTO BAUM COMPANY, INC.

CONTRACTORS

www.ottobaum.com

 309-266-7114 ■ Fax 309-263-105
 866 N. Main St. ■ P.O. Box 104 ■ Morton, IL 61555

MASONRY ■ CONCRETE ■ EARTHWORK ■ SITE/CIVIL ■ RESTORATION

Contact: Adam Watson, 309-266-7114

Job Name: 2018 Sidewalk Improvements - Pekin

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Remove & Replace CC&G Type B-6.12	281.50	FOOT	64.00	18,016.00
2	Sidewalk Approach Removal	1,596.00	SQFT	3.80	6,064.80
3	PCC Sidewalk/Ramp 4"	1,120.00	SQFT	13.00	14,560.00
4	PCC Sidewalk/Approach 6"	686.00	SQFT	9.30	6,379.80
5	Detectable Warnings	56.00	SQFT	38.50	2,156.00
6	Aggregate Base Course 4"	45.00	TON	30.20	1,359.00
7	Traffic Control	1.00	LSUM	2,878.00	2,878.00
8	Mobilization	1.00	LSUM	7,529.00	7,529.00
GRAND TOTAL					\$58,942.60



Attachment: OTTO BAUM CONTRACTORS (1459 : Receive and File - Bids for the 2018 Sidewalk Improvement Project)



County Tazewell
Local Public Agency City of Pekin
Section
Route Various

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

Bidder's Proposal for making Entire Improvements

[illegible]

Attachment: OTTO BAUM CONTRACTORS (1459 : Receive and File - Bids for the 2018 Sidewalk Improvement Project)

CONTRACTOR CERTIFICATIONS

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Various

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

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

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

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative Code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be cancelled.

SIGNATURES

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Various

(If an individual)

Signature of Bidder Not applicable

Business Address _____

(If a partnership)

Firm Name Not applicable

Signed By _____

Business Address _____

Inset Names and Addressed of All Partners

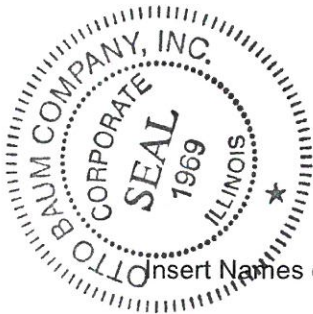


(If a corporation)

Corporate Name Otto Baum Co., Inc.

Signed By _____

President

Business Address 866 N. Main St., Morton IL 61550

Insert Names of Officers

President Terry L. BaumSecretary Jedd RockeTreasurer Scott Wallace

Attest:

Secretary

Attachment: OTTO BAUM CONTRACTORS (1459 : Receive and File - Bids for the 2018 Sidewalk Improvement Project)



Local Agency Proposal Bid Bond

RETURN WITH BID

Route 2018 Sidewalk Improvements
 County Tazewell
 Local Agency City of Pekin
 Section _____

PAPER BID BOND

WE _____ as PRINCIPAL,

and _____ as SURETY,

are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument.

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

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

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____

Principal

 (Company Name)

 (Company Name)

By: _____
 (Signature and Title)

By: _____
 (Signature and Title)

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

Surety

By: _____
 (Signature of Attorney-in-Fact)

 (Name of Surety)

STATE OF ILLINOIS,

COUNTY OF _____

I, _____, a Notary Public in and for said county,
 do hereby certify that _____

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

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

Given under my hand and notarial seal this _____ day of _____

My commission expires _____
 (Notary Public)

ELECTRONIC BID BOND

☐ **Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)**

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

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Electronic Bid Bond ID Code

 (Company/Bidder Name)

 (Signature and Title)

 Date

RETURN WITH BID

Route	2018 Sidewalk Improvements
County	Tazewell
Local Agency	City of Pekin
Section	

WE Otto Baum Company, Inc., 866 N. Main St., Morton, IL 61550 as PRINCIPAL,
and Travelers Casualty and Surety Company of America as SURETY.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 27th day of June 2018.

(Company Name)

By: Terry J. Baum (Signature and Title)

Terry L. Baum

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

Travelers Casualty and Surety Company of America
(Name of Surety)

Surety

By: Nancy J. Luchtefeld
Nancy J. Luchtefeld (Signature of Attorney-in-Fact)

STATE OF ILLINOIS,
COUNTY OF Tazewell

I, Sandy Miller, a Notary Public in and for said county,
do hereby certify that Terry L. Baum and Nancy J. Luchtefeld

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

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

Given under my hand and notarial seal this

27th day of June 2018

My commission expires ²

SANDY MILLER
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Aug. 19, 2018

Sandy Miller
(Notary Public)

ELECTRONIC BID BOND

☐ Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)

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

--	--	--	--	--	--	--	--	--	--	--	--

Electronic Bid Bond ID Code

(Company/Bidder Name)

(Signature and Title)

Date _____



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

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Nancy J. Luchtefeld**, of **Morton, Illinois**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

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



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney
 Robert L. Raney, Senior Vice President

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

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

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



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

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

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

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

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

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

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

Dated this _____ day of _____,



Kevin E. Hughes
 Kevin E. Hughes, Assistant Secretary

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

ADVERTISEMENT FOR BIDS

CITY OF PEKIN
111 S. CAPITOL ST.
PEKIN, IL 61554

The City of Pekin is inviting sealed Bid Proposals from interested and qualified parties for the 2018 Sidewalk Improvement Project, generally including all labor, supervision, materials, supplies, transportation, equipment and services necessary and required as set forth in the Contract Documents.

Separate sealed BIDS will be received by the City of Pekin until 11:00 a.m. on Wednesday, June 27, 2018, at the Office of the Circuit Clerk, City Hall, 111 S. Capitol Street, Pekin, IL 61554 at which time the bids will be publicly opened and read aloud.

Electronic Document access will only be provided to interested bidding companies and/or equipment companies. Electronic copies are provided at no cost. Printing of such documents will be the responsibility of the Bidder in accordance with the website Terms and Conditions. Please submit all requests for electronic documents to jaesker@ci.pekin.il.us

Please submit all questions in writing to the jaesker@ci.pekin.il.us or mmguerra@ci.pekin.il.us before Wednesday, June 20, 2018.

A certified check or bank draft payable to the order of the City of Pekin or a satisfactory Bid Bond executed by the Bidder and an acceptable surety in an amount equal to five percent (5%) of the total Base Bid for the Divisions bid shall be submitted with each Bid.

CITY OF PEKIN, ILLINOIS

By: Sue McMillan
City Clerk



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: July 5, 2018

From: Jeff Brooks, Director of Pekin Public Library

Jeff Brooks, Director of Pekin Public Library

AGENDA ITEM: 2018 Illinois Public Library Annual Report

AGENDA DATE REQUESTED: July 9, 2018

REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: July 5, 2018

From: Sue McMillan, City Clerk

Sue McMillan, City Clerk

AGENDA ITEM: Presentation By Jeff Brooks Pekin Public Library Director

AGENDA DATE REQUESTED: July 9, 2018

REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: July 2, 2018

From: Sue McMillan, City Clerk

Anthony Carson, City Manager

AGENDA ITEM: Financial Support of Pekin Area Chamber of Commerce

AGENDA DATE REQUESTED: July 9, 2018

ACTION REQUESTED: Approve investment to Pekin Area Chamber of Commerce in the amount of \$14,000.00.

DESCRIPTION: Request from the Chamber for the annual membership dues. This is the same requested and given to the Chamber for the past four years.

FINANCIAL IMPACT: \$14,000.00 from the Hotel/Motel Tax line item.

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: Membership in the Chambers efforts to promote business in the community through Connections – Networking opportunities, Business After Hours, Puttin' On Pekin; Leadership Development – Leadership Academy; Quality of Life – July 4th Celebration, Pekin Marigold Festival; Community Resources Representation – local and regional committees; Collaboration – Partnering with the City on projects; Advocacy - Lobbying locally, in Springfield and DC.

IMPACT IF DENIED: Missed opportunities the Chamber offers in the business community.

ALTERNATIVES:

RELATED TO EFFICIENCY STUDY:

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

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

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

	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
	A High Quality of Life. To support or provide services that improve the quality of life for Pekin's residents.
	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.

REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

Date:

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

Date:

City Manager:	
Date:	

Date:



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: July 5, 2018

From: Michael Guerra, City Engineer

John Lebegue, Building & Inspections

AGENDA ITEM: Ordinance No. 2795-18/19 Title 4 Chapter 13 Small Wireless Facilities

AGENDA DATE REQUESTED: July 9, 2018

ACTION REQUESTED: To Adopt the Ordinance Adding Chapter 13 to Title 4 of the City of Pekin Code Regarding the Regulation of Small Wireless Facilities Within the Public Right of Way.

DESCRIPTION: The State of Illinois passed Bill 1451 (Public Act 100-0585) known as the Small Wireless Facilities Deployment Act (Act) in April. This Act specifies the regulations and the process for permitting small wireless facilities for deployment throughout the State to advance cellular technologies. The Act went into effect on June 1, 2018 and mostly preempts local authority or control over these facilities on utility poles including street lights. However the City does have until August 1st to implement a few controls that are allowed by the act. These controls allow the City to require a permit to attach to City utility poles, charge application fees for the permit, limit the height of the antennas, and limit the appearance of the small wireless facility. This ordinance is needed so that the City can implement these controls prior to the start of installations. Highlights of this ordinance include:

- Requirement of stamped plans for permit applications
- A new application fee for wireless facilities to collocate
- Annual recurring rate for facilities on City owned poles
- Limit the height to 10 feet above the utility pole
- Limit the appearance of the devices in TIF Districts, decorative poles and other subdivision requirements for appearance
- Limit the location of the devices to the extent allowed in the act

Currently the City has an agreement with Verizon Wireless to allow for them to collocate on City owned poles. Per the Act, this agreement will remain in effect for two years until May 31, 2020. After that time Verizon may opt to follow this chapter of the code.

To date, the City has received one request to collocate a wireless facility within the City and it is

anticipated additional applications will be received. Therefore it is recommended to adopt this ordinance to limit the impact these facilities have on the community.

FINANCIAL IMPACT:

Application Fee for new installations - \$695 for single collate, \$350 per location for applications with multiple locations. If a new pole needs to be installed then the application is \$1,000.

Annual Recurring Fee for City owned poles - \$200

NEIGHBORHOOD CONCERNS: The Act allows for deployment of technology to provide better reception for wireless devices. The ordinance will help ensure there are provisions to limit the affect the facilities have on the community.

IMPACT IF APPROVED: The ordinance will be adopted and included in the code of the City. This will allow the restrictions to be in implemented for new applications.

IMPACT IF DENIED: The ordinance will not be adopted and included in the code.

ALTERNATIVES: none

RELATED TO EFFICIENCY STUDY: N/A

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

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

REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

Ordinance No. 2795-18/19
Add Chapter 13 to Title 4 of the City of Pekin Code Regarding the Regulation of
Small Wireless Facilities within the Public Right of Way

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. ____

**AN ORDINANCE ADDING NEW CHAPTER 13 TO
TITLE 4 OF THE CITY OF PEKIN CODE REGARDING THE REGULATION
OF SMALL WIRELESS FACILITIES WITHIN THE PUBLIC RIGHT OF WAY**

WHEREAS, the City of Pekin (the “City”) is an Illinois municipal corporation in accordance with the Constitution of the State of Illinois of 1970; and

WHEREAS, the City is authorized under the Illinois Municipal Code (65 ILCS 5/1-1-1 *et seq.*) and Illinois law to adopt ordinances pertaining to the public health, safety and welfare; and

WHEREAS, the City is authorized to adopt the amendments contained herein pursuant to its authority to regulate the public right-of-way under Division 80 of Article 11 of the Illinois Municipal Code (65 ILCS 5/11-80-1 *et seq.*); and

WHEREAS, the Illinois General Assembly has recently enacted Public Act 100-585 creating the Small Wireless Facilities Deployment Act (the “Act”), which became effective June 1, 2018; and

WHEREAS, the Act allows the City to regulate small wireless facilities and accessories in municipal rights-of-way; and

WHEREAS, the City uses the public rights-of-way within its City limits to provide essential public services to its residents and businesses; and

WHEREAS, the public rights-of-way within the City are a limited public resource held by the City for the benefit of its citizens, and the City has a duty to ensure that the public rights-of-way are used, repaired, and maintained in a manner that best serves the public interest; and

WHEREAS, the City desires to regulate the siting, design, and construction of small wireless facilities and accessories throughout the City; and

WHEREAS, the City seeks to minimize the impact of small wireless facilities and accessories on the City and its residents by establishing standards for location, design, landscape screening, and compatibility throughout the City; and

WHEREAS, growing demand for personal wireless telecommunications services has resulted in increasing requests locally from the wireless industry to place small wireless facilities and equipment on utility poles, street light poles, and other structures that are in the public right-of-way throughout the City; and

WHEREAS, the City Council of the City of Pekin finds that it is in the best interests of the City and its residents to adopt the regulations, procedures, and requirements for small wireless facilities contained herein;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, THAT:

Section 1. Title 4 of the City Code of the City of Pekin is hereby amended with the addition of new Chapter 13 as follows:

CHAPTER 13 – SMALL WIRELESS FACILITIES IN PUBLIC RIGHT-OF-WAY

4-13.1-1. Purpose and Scope.

Purpose. The purpose of this Ordinance is to establish regulations, standards and procedures for the siting and collocation of small wireless facilities on rights-of-way within the City's jurisdiction, or outside the rights-of-way on property zoned by the City exclusively for commercial or industrial use, in a manner that is consistent with the Act.

Conflicts with Other Ordinances. This Ordinance supersedes all Ordinances or parts of Ordinances adopted prior hereto that are in conflict herewith, to the extent of such conflict.

Conflicts with State and Federal Laws. In the event that applicable federal or State laws or regulations conflict with the requirements of this Ordinance, the wireless provider shall comply with the requirements of this Ordinance to the maximum extent possible without violating federal or State laws or regulations.

4-13.1-2. Definitions.

The following words and terms, when used in this chapter, shall have the following meanings unless the context clearly indicates otherwise:

Act, as used in this chapter of the City Code, means the Small Wireless Facilities Deployment Act established by Public Act 100-585, as amended from time to time.

Camouflaged. Using shape, color, and texture to cause an object to appear to become part of something else. Camouflage does not mean invisible, but rather appearing as part of the landscape or another structure. Includes wireless telecommunication facilities disguised to appear as another structure such as a flag pole, light pole, sign, tree, or utility pole.

Collocation. The sharing of structures by wireless service providers and

other right-of-way users on a single support structure or otherwise sharing a common location.

Small wireless facility. A wireless facility that meets both of the following qualifications: (i) each antenna is located inside an enclosure of no more than 6 cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an imaginary enclosure of no more than 6 cubic feet; and (ii) all other wireless equipment attached directly to a utility pole associated with the facility is cumulatively no more than 25 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, ground-based enclosures, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for the connection of power and other services.

Utility pole. A pole or similar structure that is used in whole or in part by a communications service provider or for electric distribution, lighting, traffic control, or a similar function.

Wireless facility. Equipment at a fixed location that enables wireless communications between user equipment and a communications network, including: (i) equipment associated with wireless communications; and (ii) radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. "Wireless facility" includes small wireless facilities. "Wireless facility" does not include: (i) the structure or improvements on, under, or within which the equipment is collocated; or (ii) wireline backhaul facilities, coaxial or fiber optic cable that is between wireless support structures or utility poles or coaxial, or fiber optic cable that is otherwise not immediately adjacent to or directly associated with an antenna.

Wireless infrastructure provider. Any person authorized to provide telecommunications service in the State of Illinois that builds or installs wireless communication transmission equipment, wireless facilities, wireless support structures, or utility poles and that is not a wireless services provider but is acting as an agent or contractor for a wireless services provider for the application submitted to the City.

Wireless provider. A wireless infrastructure provider or a wireless services provider.

Wireless services. Any services provided to the general public, including a particular class of customers, and made available on a nondiscriminatory basis using licensed or unlicensed spectrum, whether at a fixed location or mobile, provided using wireless facilities.

Wireless services provider. A person who provides wireless services.

Wireless support structure. A freestanding structure, such as a monopole; tower, either guyed or self-supporting; billboard; or other existing or proposed structure designed to support or capable of supporting wireless facilities. "Wireless support structure" does not include a utility pole.

4-13.1-3. Standards and Regulations.

- (a) As required by the Act, small wireless facilities will be permitted to be placed in rights-of-way within the jurisdictional limits of the City as attachments to existing utility poles, alternative antenna structures, or City-owned infrastructure, or as installations on new wireless support structure subject to the following regulations:
 - (1) The small wireless facility does not interfere with the frequencies used by a public safety agency for public safety communications;
 - (2) The wireless provider does not install small wireless facilities of the type and frequency that will cause unacceptable interference with a public safety agency's communications equipment (as determined by FCC's regulations);
 - (3) The wireless provider complies with the requirements that are imposed by any contract between the City and a private property owner that concern design or construction standards applicable to utility poles and ground-mounted equipment located in the right-of-way;
 - (4) The wireless provider complies with applicable regulations concerning the location of ground-mounted equipment located in the right-of-way;
 - (5) The wireless provider complies with all other aspects of the City Code including, but not limited to, all applicable rules and plans related to special districts or overlay areas concerning undergrounding requirements that prohibit the installation of new or the modification of existing utility poles in a right-of-way without prior approval;
 - (6) The wireless provider complies with the generally applicable standards of the Act adopted by the City for construction and public safety in the rights-of-way, including but not limited to reasonable and nondiscriminatory wiring and cabling requirements, grounding requirements, utility pole extension

requirements, and signage limitations;

- (7) The wireless provider must comply with the City regulations regarding public safety;
- (8) The wireless provider must comply with the City's written design standards that are applicable to decorative utility poles, or reasonable stealth, concealment, and aesthetic requirements including but not limited to standards set forth for the Downtown TIF District, the Southern Industrial TIF District, and all historic districts within the City. The wireless services provider must also comply with the location, design, theme and aesthetic requirements for the Downtown TIF District and the Southern Industrial TIF District as set forth in the plan and documents for these district with the requirements extending for 500 feet past the boundary for continuity of the districts;
- (9) If the small wireless facility is proposed to be installed on a new pole, the City may propose that the small wireless facility be collocated on an existing utility pole or wireless support structure within 100 feet of the proposed collocation. The wireless facility provider must accept the proposed collocation if it has the right to use the alternate structure on reasonable terms and conditions and the alternate location and structure do not impose technical limits or additional material costs as determined by the provider. The City may require the wireless provider to provide a written certification describing the property rights, technical limits or material cost reasons that alternate location does not satisfy the criteria;
- (10) The wireless provider must comply with the provisions of this Chapter when placing a small wireless facility in a subdivision developed after June 1, 2018, including but not limited to location, design and aesthetic requirements including camouflaging to blend with the area where the small wireless facility is proposed to be located and undergrounding requirements. The wireless provider must also comply with all requirements of paragraph of this section regarding residential areas;
- (11) The wireless provider must comply with all Illinois Department of Transportation regulations regarding location and space from roads governed by the Department of Transportation;
- (12) The wireless provider may not collocate small wireless

facilities on City utility poles that are part of an electric distribution or transmission system within the communication worker safety zone of the pole or the electric supply zone of the pole; however, the antenna and support equipment of the small wireless facility may be located in the communications space on the City utility pole and on the top of the pole, if not otherwise unavailable, if the wireless provider complies with applicable codes for work involving the top of the pole (the terms "communications space", "communication worker safety zone", and "electric supply zone" have the meanings given to those terms in the National Electric Safety Code as published by the Institute of Electrical and Electronics Engineers);

- (13) The wireless provider must comply with all applicable codes and City code provisions and regulations that concern public safety;
- (14) When placing a small wireless facility or accessory in a residential area, the wireless provider must comply with the restrictive covenants of the residential area, if any such covenants exist;
- (15) Neither small wireless facilities nor accessories may be placed in front of a residence. The "front" of a residence shall be determined to be the street frontage of the width of the front of the residential structure;
- (16) All small wireless facilities and accessories in a residential area must be screened and camouflaged. All screening shall be approved by the City pursuant to this chapter. Additionally, the design of any newly erected poles shall be approved by the City pursuant to this chapter;
- (17) If screening is required, the screening must be of natural landscaping material or a fence, subject to the approval of the city and must comply with all City Code regulations pursuant to this chapter. Landscaping and fencing must conform to the surrounding area and shall meet the camouflaging requirements. Camouflaged poles shall be of a type and style approved by the City pursuant to this chapter; and
- (18) No small wireless facility or accessory shall obstruct or interfere with pedestrian traffic on sidewalks or driveway visibility. In no instance shall a small wireless facility or accessory interfere with the visibility of motorists.

- (b) Attachment limitations. The maximum height of a small wireless facility is 10 feet above the utility pole or wireless support structure on which the small wireless facility is collocated. Subject to any waiver expressly granted by the City, the height of new or replacement utility poles or wireless support structures on which small wireless facilities are collocated is the higher of: (i) 10 feet in height above the tallest existing utility pole, other than a utility pole supporting only wireless facilities, that is in place on the date the application is submitted to the City, that is located within 300 feet of the new or replacement utility pole or wireless support structure and that is in the same right-of-way within the jurisdictional boundary of the City, provided the City may designate which intersecting right-of-way within 300 feet of the proposed utility pole or wireless support structures shall control the height limitation for such facility; or (ii) 45 feet above ground level.
- (c) Applicability. This chapter shall not apply to the design, engineering, construction, installation, or operation of any small wireless facility located in an interior structure or upon the site of any campus, stadium, or athletic facility not otherwise owned or controlled by the City, other than to comply with applicable codes and code provisions concerning public safety.
- (d) Design, Camouflaging, and Screening Approval. The approval of all design, camouflaging, or screening shall be submitted to the City's Building Inspections and Development Director for approval. If denied, the Building Inspections and Development Director must notify the applicant in writing of the denial. The applicant may appeal the denial to the Zoning Board of Appeals within fifteen (15) days of the notice of the denial. The Zoning Board of Appeals' decision on the design, camouflaging, or screening is final.

4-13.1-4. Right-of-way permit and registration.

A wireless provider that intends to use the right-of-way for a small wireless facility or equipment is required to apply for and obtain a permit and pay the required fee.

- (a) Registration. Each person who occupies or uses, or seeks to occupy or use, the right-of-way or place any small wireless facility or equipment in or on the right-of-way, including persons with installation and maintenance responsibilities by lease, sublease or assignment, must register with the City. Registration will consist of providing information as specified in the permit application.

- (b) Registration Prior to Work. No person may construct, install, repair, remove, relocate, or perform any other work on any small wireless facility or equipment, in any right-of-way without first being registered with the City.

4-16.1-5. Application.

- (a) Information Required. A wireless services provider is required to submit an application for a permit to use the rights-of-way for location of a small wireless facility in the form required by the City:
 - (1) The application must include the name, address, contact person, phone number and after-hours emergency contact person and number for each applicant.
 - (2) The application must include a brief description of the proposed location of the small wireless facility and accessories that are the subject of the application; the nature and purpose of the small wireless facility or accessories; and a description of the existing utilities in the vicinity of the proposed small wireless facility or accessory.
 - (3) If the wireless services provider is seeking to collocate small wireless facilities on a utility pole or wireless support structure, the provider must also provide the following information:
 - a. Site specific structural integrity and, for a City utility pole, make-ready analysis prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989;
 - b. The location where each proposed small wireless facility or utility pole would be installed and photographs of the location and its immediate surroundings depicting the utility poles or structures on which each proposed small wireless facility would be mounted or location where utility poles or structures would be installed;
 - c. Specifications and drawings (including technical drawings and elevations) prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989, for each proposed small wireless facility covered by the application as it is proposed to be installed;

- d. The equipment type and model numbers for the antennas and all other wireless equipment associated with the small wireless facility;
 - e. A proposed schedule for the installation and completion of each small wireless facility covered by the application, if approved;
 - f. Certification that the collocation complies with paragraph d(6) of Section 15 of the Act to the best of the applicant's knowledge;
 - g. Proposed traffic control methods to be used during construction and maintenance; and
 - h. Proof of insurance as required by Section 7 of this Chapter.
- (b) An applicant, seeking to collocate small wireless facilities within the sole jurisdiction of the City, may file a consolidated application and receive one (1) permit for the collocation of up to twenty-five (25) small wireless facilities if the collocations each involve substantially the same type of small wireless facility and substantially the same type of structure. The City may issue separate permits for each collocation that is approved in a consolidated application.
- (c) Application Process. Within thirty (30) days after receiving the application, the City shall determine whether the application is complete and notify the applicant of its determination. If the application is not complete, the City shall specifically identify the missing information. An application shall be deemed complete if the City fails to provide notification to the applicant within 30 days after when all documents, information, and fees specifically enumerated in the City's permit application form are submitted by the applicant to the City. Processing deadlines are tolled from the time the City sends the notice of incompleteness to the time the applicant provides the missing information.
- (1) The application to collocate a small wireless facility on an existing utility pole or wireless support structure shall be processed on a nondiscriminatory basis and deemed approved if the City fails to approve or deny the application within 90 days; however, if an applicant intends to proceed with the permitted activity on a deemed approved basis, the applicant must notify the City in writing of its intention to invoke the deemed approved remedy no sooner than 75 days after

the submission of a completed application; the permit shall be deemed approved on the latter of the 90th day after submission of the complete application or the 10th day after the receipt of the deemed approved notice from the City; the receipt of the deemed approved notice shall not preclude the City's denial of the permit request within the time limits as provided under this Chapter or the Act; and

- (2) An application to collocate a small wireless facility that includes the installation of a new utility pole shall be processed on a nondiscriminatory basis and deemed approved if the City fails to approve or deny the application within 120 days; however, if an applicant intends to proceed with the permitted activity on a deemed approved basis, the applicant must notify the City in writing of its intention to invoke the deemed approved remedy no sooner than 105 days after the submission of a completed application; the permit shall be deemed approved on the latter of the 120th day after submission of the complete application or the 10th day after the receipt of the deemed approved notice from the City; the receipt of the deemed approved notice shall not preclude the City's denial of the permit request within the time limits as provided under this Chapter or the Act.

- (d) **Application Approval.** The City shall approve an application unless the application does not meet the requirements of this code or the Small Wireless Facilities Deployment Act. If denied, the City shall document the basis for the denial, including the specific code provisions or application conditions on which the denial is based. The documentation shall be sent to the applicant prior to the denial of the application. The applicant may cure the deficiencies identified by the City and resubmit the revised application once within 30 days after notice of denial is sent to the applicant without paying an additional application fee. The City shall approve or deny the revised application within 30 days after the applicant resubmits the application or it is deemed approved; however, the applicant must notify the City in writing of its intention to proceed with the permitted activity on a deemed approved basis, which may be submitted with the resubmitted application. Any subsequent review shall be limited to the deficiencies cited in the denial. However, this revised application cure does not apply if the cure requires the review of a new location, new or different structure to be collocated upon, new antennas, or other wireless equipment associated with the small wireless facility.
- (e) **Tolling of Time Periods.** The time period for applications may be

further tolled by:

- (1) The express agreement in writing by both the applicant and the City; or
 - (2) A local, state, or federal disaster declaration or similar emergency that causes the delay.
- (f) Time to Complete Work. Collocation for which a permit is granted shall be completed within 180 days after issuance of the permit, unless the City and the wireless provider agree to extend this period or a delay is caused by make-ready work for a City utility pole or by the lack of commercial power or backhaul availability at the site, provided the wireless provider has made a timely request within 60 days after the issuance of the permit for commercial power or backhaul services, and the additional time to complete installation does not exceed 360 days after issuance of the permit. Otherwise, the permit shall be void unless the City grants an extension in writing to the applicant.
- (g) Duration of Permit. A permit shall be valid for a period of not less than 5 years, and the permit shall be renewed for equivalent durations unless the City makes a finding that the small wireless facilities or the new or modified utility pole do not comply with the applicable codes, City code provisions, or provisions of the Act. Renewals of permits shall be subject to the applicable City code provisions or regulations in effect at the time of renewal.
- (h) Submission of Application. Applications for permits and all supporting documentation under this section shall be submitted by personal delivery to the City of Pekin, Department of Public Works, 111 S. Capitol Street, Pekin, IL 61554.
- (i) Application Fees. The application fee to collocate a single small wireless facility on an existing utility pole or wireless support structure is \$650 and \$350 for each small wireless facility addressed in an application to collocate more than one small wireless facility on existing utility poles or wireless support structures.

The application fee for each small wireless facility addressed in an application that includes the installation of a new wireless support structure for such location is \$1,000.00.

An application will be considered incomplete if the appropriate fee is not submitted with the application.

The above fees are not applicable if a service provider has previously been authorized to occupy the rights-of-way for (i) routine maintenance; (ii) the replacement of wireless facilities with wireless facilities that are substantially similar, the same size, or smaller, if the wireless provider notifies the City at least ten (10) days prior to the planned replacement and includes equipment specifications (including, but not limited to the equipment type and model numbers for the antennas and all other wireless equipment association with the small wireless facility) for the replacement of equipment consistent with the requirements of this code and the Act; or (iii) the installation, placement, maintenance, operation, or replacement of micro wireless facilities that are suspended on cables that are strung between existing utility poles in compliance with applicable safety codes. However, a permit is required to work within rights-of-way for activities that affect traffic patterns or require lane closures.

4-16.1-6 Annual Recurring Rates.

The wireless services provider who collocates a small wireless facility on a city utility pole located in the right-of-way shall pay an annual recurring rate to the City in the amount of \$200 per year.

4-16.1-7 Abandonment and Removal.

A small wireless facility is considered “abandoned” if it is not used for a continuous period of twelve (12) months. The owner of an abandoned small wireless facility shall remove the facility within ninety (90) days after receipt of written notice from the City notifying the owner of the abandonment. If such small wireless facility is not removed within ninety (90) days of such notice, the City may remove or cause to be removed the abandoned facility pursuant to the pole attachment agreement, through an action for the abatement of nuisances, or by other law for removal and cost recovery. The City may remove any Small wireless facility deemed abandoned herein after 90 days prior notice to the owner. The owner of the abandoned Small wireless facility will be liable to the City for reimbursement of any such removal or disposal costs.

4-16.1-8 Sale or Transfer of Small Wireless Facility.

Should an owner of a small wireless facility sell or transfer the ownership of such facility, said owner shall notify the City within thirty (30) days of such sale or transfer of the new owner’s name and contact information.

4-16.1-9 Insurance and Bonds.

The wireless provider must carry, at its own cost and expense, (i) property insurance for its property’s replacement cost against all risks; (ii) workers’

compensation insurance as required by Illinois law; (iii) commercial general liability insurance with respect to its activities on the City's rights-of-way or improvements, including coverage for bodily injury and property damage. The wireless provider must include the City as an additional insured on the commercial general liability policy and provide certification and documentation of this inclusion at the time of the wireless provider's application for a permit.

The wireless provider must also file with the City Clerk a certificate of bond in the penal sum of twenty thousand dollars (\$20,000.00) with sureties to be approved by the commissioner of accounts and finances, conditioned that the wireless provider, his successors, grantees, assignees or lessees will pay any and all rentals provided for by this section, or which may hereafter be assessed by the City Council, for the use of any public space so occupied, and to indemnify, keep and save the City, its officers and agents free and harmless and to reimburse it or them on account of any and all damages of any kind or character arising from the construction, maintenance or operation of such pole or accessory, and to further indemnify and reimburse all persons damaged or injured by reason of the acts of the wireless provider, his successors, grantees, assigns and lessees in the exercise of the rights and privileges granted under this section. Said bond shall be released when the applicable project is completed.

4-16.1-10 Existing Agreements.

A wireless provider that has an existing agreement with the City on June 1, 2018, for the collocation of small wireless facilities or installation of new utility poles for the collocation of small wireless facilities, must comply with the rates, fees, and terms of that agreement until May 31, 2020. After May 31, 2020, should the said wireless provider choose to accept the rates that are applicable in this Chapter, the wireless provider must notify the City in writing that the wireless provider opts to accept rates, fees, and terms. The existing agreement remains in effect, subject to applicable termination provisions, for the small wireless facilities the small wireless provider has collocated on the City's utility poles pursuant to applications submitted to the City before the wireless provider provides such notice to exercises its option to accept the rates, fees, and terms of this Chapter.

4-13.1-11. Indemnification.

A wireless provider shall indemnify and hold the City harmless against any and all liability or loss from personal injury or property damage resulting from or arising out of, in whole or in part, the use or occupancy of the City improvements or right-of-way associated with such improvements by the wireless provider or its employees, agents, or contractors arising out of the rights and privileges granted under this Ordinance and the Act. A wireless provider has no obligation to indemnify or hold harmless against any liabilities and losses as may be due to or caused by the sole negligence of the City or its employees or agents. A wireless provider shall further waive any claims that they may have against the City with

respect to consequential, incidental, or special damages, however caused, based on the theory of liability.

4-13.1-12 Severability.

If any provision of this Ordinance or application thereof to any person or circumstances is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Ordinance is severable.

Section 4. This Ordinance is hereby ordered to be published in pamphlet form by the City of Pekin Clerk and said Clerk is ordered to keep at least three (3) copies hereof available for public inspection in the future and in accordance with the Illinois Municipal Code.

Section 5. This Ordinance is in addition to all other ordinances on the subject and shall be construed therewith excepting as to that part in direct conflict with any other ordinance, and in the event of such conflict, the provisions hereof shall govern.

Section 6. This Ordinance shall be in full force and effect from and after its passage, approval and ten (10) day period of publication in the manner provided by law.

**PASSED BY THE COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY,
ILLINOIS, IN REGULAR AND PUBLIC SESSION THIS _____ DAY OF
_____, 2018.**

APPROVED:

Mayor

ATTEST:

City Clerk



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: June 29, 2018

From: Michael Guerra, City Engineer

AGENDA ITEM: Award the 2018 Sidewalk Improvements Project

AGENDA DATE REQUESTED: July 9, 2018

ACTION REQUESTED: To award the bid for the 2018 Sidewalk Improvement Project to C&G Concrete Construction Company, Inc. and to issue the contract in the amount of \$45,000.

DESCRIPTION: This request is to award the bid for the 2018 Sidewalk Improvement Project to C&G Concrete Construction Company, Inc. in the amount of \$45,000 and to issue the contract. This project is a combination of the City's 50/50 sidewalk program, locations in need of repair that are the City's responsibility and ADA ramp locations in accordance with the City's transition plan. These projects are combined into one bid to capitalize on the efficiency of the bid and to lower the cost. This year's project includes 11 locations for the 50/50 program, 1 location of damaged sidewalk and approach to a City alley, 1 location of damaged curb due to City plows, and 3 additional ADA ramp locations based on the City's Transition Plan to fill out the project's budget. The bid is approximately \$5,000 (10%) less than the estimate. After reviewing the bid, it is a reasonable and is recommended for approval.

FINANCIAL IMPACT: This project will utilize Street Department Funding. Participants of the 50/50 program will be required to pay their share prior to the start of construction. Overall the bid was \$45,000, with participants of the 50/50 sidewalk program share totaling \$11,760.00.

Approved Budget

Revenue

100-032-451800 Homeowner 50/50 share - \$4,000

Expense

100-032-534900 Sidewalk Renovations - \$60,000

Proposed Project

Revenue

100-032-451800 Homeowner 50/50 Share - \$11,760 (294% of Budget)

Expenses

100-032-534900 Sidewalk Renovations - \$45,000 (75% of Budget)

At the date of this request, there has not been any money collected or expended out of these funds.

NEIGHBORHOOD CONCERNS: Improvement to damaged sidewalk in front of properties, increased access for people with disabilities with ramps and repair of infrastructure in the community. There will be minor disruption with traffic and access to the residences as construction is occurring.

IMPACT IF APPROVED: The project will be awarded to C&G Concrete Company Inc. and the project will be begin.

IMPACT IF DENIED: The project will not be awarded to C&G Concrete Company Inc. and the project will not begin.

ALTERNATIVES: Reject all bids and rebid the project.

RELATED TO EFFICIENCY STUDY: Combining several projects into one bid for efficiency.

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

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

REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

Local Public Agency
Formal Contract

PROPOSAL SUBMITTED BY		
C&G Concrete Construction Co., Inc.		
Contractor's Name		
1906 Meadow Ave.		
Street	P.C.	
East Peoria	IL	61
City	State	Zip

STATE OF ILLINOIS

COUNTY Tazewell

City of Pekin

(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE 2018 Sidewalk Improvement Project

SECTION NO. _____

TYPES OF FUNDS Local (Street Department)☒ SPECIFICATIONS (required)☒ PLANS (required)☒ CONTRACT BOND (when required)**For Municipal Projects**

Submitted/Approved/Passed

☒ Mayor ☐ President of Board of Trustees ☐ Municipal Official

Date

Department of Transportation☐ Concurrence in approval of award

Regional Engineer

Date

For County and Road District Projects

Submitted/Approved

Highway Commissioner

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

Attachment: 2018 Sidewalk Improvement Contract_optimized (1461 : Award the 2018 Sidewalk Improvements Project)

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Sidewalks

1. THIS AGREEMENT, made and concluded the _____ day of July, 2018,
 Month and Year
 between the City of Pekin
 acting by and through its Council known as the party of the first part,
C&G Concrete Construction Co., Inc. his/their executors, administrators, successors or assign
 known as the party of the second part.

2. Witnesseth: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to the presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.

3. And it is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for 2018 Sidewalk Improvements, in Pekin, IL, are essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

Attest:

The _____ of _____

Clerk

By _____

Party of the First Part

(Seal)

(If a Corporation)

Corporate Name _____

By _____

President

Party of the Second Part

(If a Co-Partnership)

Attest:

Secretary

Partners doing Business under the firm name of _____

Party of the Second Part

(If an individual)

Party of the Second Part

Attachment: 2018 Sidewalk Improvement Contract_optimized (1461 : Award the 2018 Sidewalk Improvements Project)

RETURN WITH BID

PROPOSAL

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Various

1. Proposal of 2018 Sidewalk Improvements

for the improvement of the above section by the construction of Sidewalk, driveway, and curb removal & replacement,
 installation of ADA ramps to PROWAG standards.

a total distance of _____ feet, of which a distance of _____ feet, (_____ miles) are to be improved.

2. The plans for the proposed work are those prepared by City of Pekin
 and approved by the Department of Transportation on _____
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as
 "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special
 Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check
 Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within _____ working days or by August 31, 2018
 unless additional time is granted in accordance with the specifications.
6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and
 Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this
 proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the
 specifications, made payable to:
City of Pekin Treasurer of _____
 The amount of the check is _____ (_____).
7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to
 the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check
 is placed in another proposal, it will be found in the proposal for: Section Number _____.
8. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount
 of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this
 proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed
 that the Bid Bond or check shall be forfeited to the Awarding Authority.
9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the
 product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will
 be divided by the quantity in order to establish a unit price.
10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this
 contract.
12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on
 BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid
 specified in the Schedule for Multiple Bids below.

Attachment: 2018 Sidewalk Improvement Contract_optimized (1461 : Award the 2018 Sidewalk Improvements Project)

RETURN WITH BID



SCHEDULE OF PRICES

County Tazewell
Local Public Agency City of Pekin
Section _____
Route Various

Schedule for Single Bid

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

Bidder's Proposal for making Entire Improvements	\$45,000.00
--	-------------

[illegible]

RETURN WITH BID

CONTRACTOR CERTIFICATIONS

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Various

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

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.

2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

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

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative Code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be cancelled.

RETURN WITH BID

SIGNATURES

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Various

(If an individual)

Signature of Bidder _____

Business Address _____

(If a partnership)

Firm Name _____

Signed By _____

Business Address _____

Inset Names and Addressed of All Partners



(If a corporation)

Corporate Name C & G Concrete Construction Co., Inc.Signed By Rodney Slusher
PresidentBusiness Address 1906 Meadow Ave.
East Peoria, IL 61611

Insert Names of Officers

President Rodney SlusherSecretary Bruce CoxTreasurer Tricia Slusher

Attest:

 Secretary

RETURN WITH BID

Route	2018 Sidewalk Improvements
County	Tazewell
Local Agency	City of Pekin
Section	

WE	C & G Concrete Construction Co Inc.	89 PRINCIPAL
and	Old Republic Surety Company	85 SURETY

Packet Pg. 62



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

KEVIN J. BREHENY, RANDY S. CANNADY, TIM R. PATTON, GLENDA S. HOFFMAN, DANIEL A. MARTINI, BLAKE E. ALLISON, OF FORSYTH, IL

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED
TWENTY FIVE MILLION DOLLARS (\$25,000,000) ----- FOR ANY SINGLE OBLIGATION

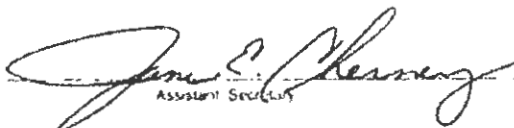
and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

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

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

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

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 5TH day of MARCH, 2018.


Assistant Secretary



OLD REPUBLIC SURETY COMPANY


President

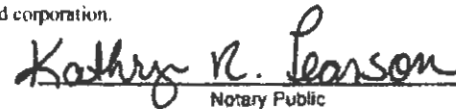
STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 5TH day of MARCH, 2018
Jane E. Cherny

Alan Pavlic

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




Notary Public

My commission expires: 9/28/2018

CERTIFICATE

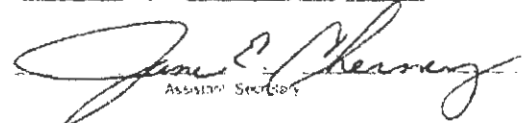
(Expiration of notary commission does not invalidate this instrument)

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

40-1871



Signed and sealed at the City of Brookfield, WI this 27th day of June, 2018


Assistant Secretary

J. L. HUBBARD INSURANCE &

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.



City of Pekin

Department of Public Works

SUMMARY OF WORK

The City of Pekin is accepting bids for removal and installation of PCC sidewalk, PCC Curb, ADA ramps, and related items at various locations around Pekin, IL. The work will consist of installing ADA ramps to PROWAG standards, which may include but is not limited to the removal and replacement of existing PCC sidewalk, installation of detectable warning pads, aggregate base, grading, and curb removal and replacement. The work will also consist of removal and replacement of sidewalk or curb that needs repair and/or is deemed a hazard. This will include driveway approaches that need to be adjusted to meet the updated sidewalk.

All work shall be completed by August 31st 2018 unless extension granted by the City Engineer due to weather restrictions.

All questions can be directed to Mike Guerra at (309) 478-5348 or Josie Esker at (309) 478-5399.

SCOPE OF WORK

All work will be done in accordance with the Illinois Department of Transportation Standard Specification for Road and Bridge Construction adopted April 1, 2016, the Illinois Department of Transportation Supplemental Specifications and Recurring Special Provisions adopted January 1, 2018, and the Proposed Pedestrian Right of Way Accessibility Guidelines. In addition to the following:

Remove & Replace Combination Concrete Curb and Gutter, Type B-6.12 (FOOT) – This work shall consist of removing existing curb and pouring curb at various locations on the job limits. Curbs shall be constructed in accordance with IDOT Standard Specifications for Road and Bridge Construction Section 606.

Sidewalk/Approach Removal (SF) – This work shall consist of removing damaged sections of existing concrete sidewalk or driveway approach. Any damage done to adjacent retaining walls shall be repaired at the contractor's expense.

PCC Sidewalk/Ramp 4" (SF) – This work will include placing PCC sidewalk at various locations throughout job limits in accordance to IDOT Standard Specifications for Road and Bridge Construction Section 424, with the exception that magnesium alloy floats will be allowed for final finish. The new sidewalk will be constructed with 4" of concrete thickness.

PCC Sidewalk/Approach 6" (SF) - This work will include placing PCC sidewalks or driveway approaches throughout job limits in accordance to IDOT Standard Specifications for Road and Bridge Construction Section 423, with the exception that magnesium alloy floats will be allowed for final finish. Pavement will be 6" thick throughout the sidewalk and approach to the street.

Detectable Warnings (SF) – This work will include installing detectable warnings in locations specified in the bid. Detectable warnings will be placed in accordance with IDOT Standard Specifications for Road and Bridge Construction Section 424.09 and PROWAG Standard R305.

Michael Guerra, P.E., City Engineer
111 South Capitol Street, Pekin, IL 61554
Phone (309) 477-2300 * Fax (309) 346-2095 * Email: mmguerra@ci.pekin.il.us

Aggregate Base Course 4" (TONS) – This work will include the preparation of the subbase for the sidewalk. The subgrade preparation shall consist of removal of all material within the limits of the proposed sidewalk and then tamping or rolling the subgrade. Then 4 inches of base course aggregate material, consisting of CA-06 or CA-07 shall be placed and shall be rolled or tamped until thoroughly compacted to the satisfaction of the engineer. Recycled aggregate will be allowed. Base material shall be moistened immediately prior to the placement of the concrete. All related earthwork shall be included in the cost of Aggregate Base Course 4". If, at the time the aggregate is weighed, it contains more than six percent of absorbed and free moisture by weight, a deduction for the amount of moisture in excess of this amount will be made in determining the pay quantity.

Traffic Control (Lump Sum) – This work shall consist of the furnishing, installation, maintenance, relocation, and removal of the equipment, supplies, and the necessary materials to provide traffic control to the project, including the signage for the sidewalk closures. The contractor shall follow the IDOT Standard Specifications for the Road and Bridge Construction Section 701 for traffic control including standards 701502-07, 701801-06, and 701901-06.

Mobilization (Lump Sum) – This work shall consist of preparatory work and operations necessary for the movement of personnel, equipment, supplies, incidentals to the project site, facilities necessary for the work on the project and for all other work or operations which must be performed or cost incurred when beginning work on the project.

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted April 1, 2016 and the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" in effect on the date of invitation for bids. These special provisions included herein apply to and govern the proposed improvement and in case of conflict with any part or parts of said specifications, said special provisions shall take precedence and shall govern.

CONTRACTOR INFORMATION:

The selected contractor shall supply the following to the municipality within one week of being selected.

- Certificate of insurance
- One year warranty on all completed work to be delivered to municipality.
- Day and night phone numbers for the contractor's representative
- Certified Weekly Payrolls and Monthly Equal Employment Opportunity Reports
- Start and completion dates

PREVAILING WAGE:

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

SIDEWALK CONSTRUCTION:

The construction methods to construct the sidewalk shall conform to Section 423 and 424 of the Standard Specifications for Road and Bridge Construction. The minimum cross slope shall be 1% but shall not exceed 2%. Any sections of sidewalk exceeding 2% cross slope will be removed and replaced at the contractors cost.

CONCRETE MATERIALS:

The concrete will meet the standards of the Section 1020 of the Standard Specifications for Road and Bridge Construction, except that the course aggregate shall consist of crushed limestone. Class SI concrete shall be specified for sidewalks. All cost associated with protection of concrete due to weather temperatures shall be included in the cost of the associated pay item.

CURB RAMPS:

Curb cuts and accessible ramps shall conform to the current draft of the Public Right of Ways Accessibility Guidelines. IDOT standards 424021, 424001, 424006, 424026, 4240011, 424016 shall apply. The Contractor shall confirm the ramp with the Engineer prior to the placement of concrete.

SCHEDULE OF CONSTRUCTION:

Contractor will coordinate with the Engineer prior to beginning any work. A preconstruction meeting will be held prior to any work being performed. This meeting will be scheduled following the award of the project.

TRAFFIC CONTROL PLAN:

Traffic control shall be in accordance with the applicable sections of the Standard Specifications for Road and Bridge Construction, the applicable guidelines contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, these special provisions, and any special details and Highway Standards contained herein and in the Plans.

The cost of furnishing and maintaining barricades, warning signs, and warning lights, as required herein shall be included in the price of the traffic control and no additional payment shall be allowed.

RIGHTS OF THE MUNICIPALITY:

The Municipality reserves the right to increase or decrease quantities at the unit price bid and/or delete any item completely.

PAVEMENT PATCHING:

Any pavement that is damaged during the removal of the curb will be repaired with original materials or there equivalent as required by the City Code. This work and all materials required to perform this work will be included in the price of the contract.

MAILBOXES AND SIGNS:

Any mailboxes or signs that require removal must be replaced at their exact locations. This work and all materials required to perform this work shall be included in the price of the contract.

SEEDING/EROSION CONTROL:

Any seeding and erosion control required because of disturbance by construction shall be completed under Engineer's direction. This work and all materials required to perform this work is minimal and shall be incidental to the contract.

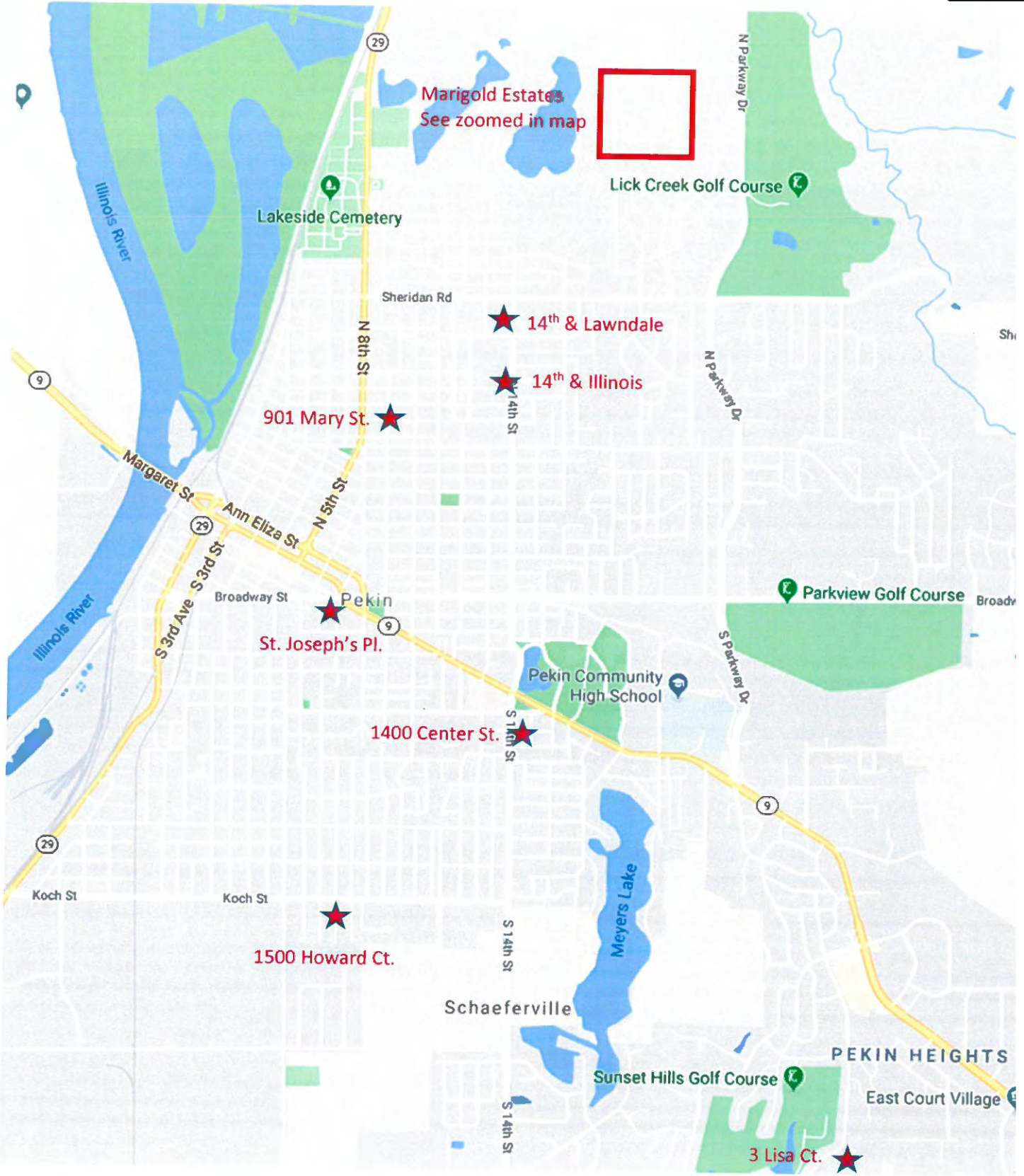
Michael Guerra, P.E., City Engineer
111 South Capitol Street, Pekin, IL 61554
Phone (309) 477-2300 * Fax (309) 346-2095 * Email: mmguerra@ci.pekin.il.us

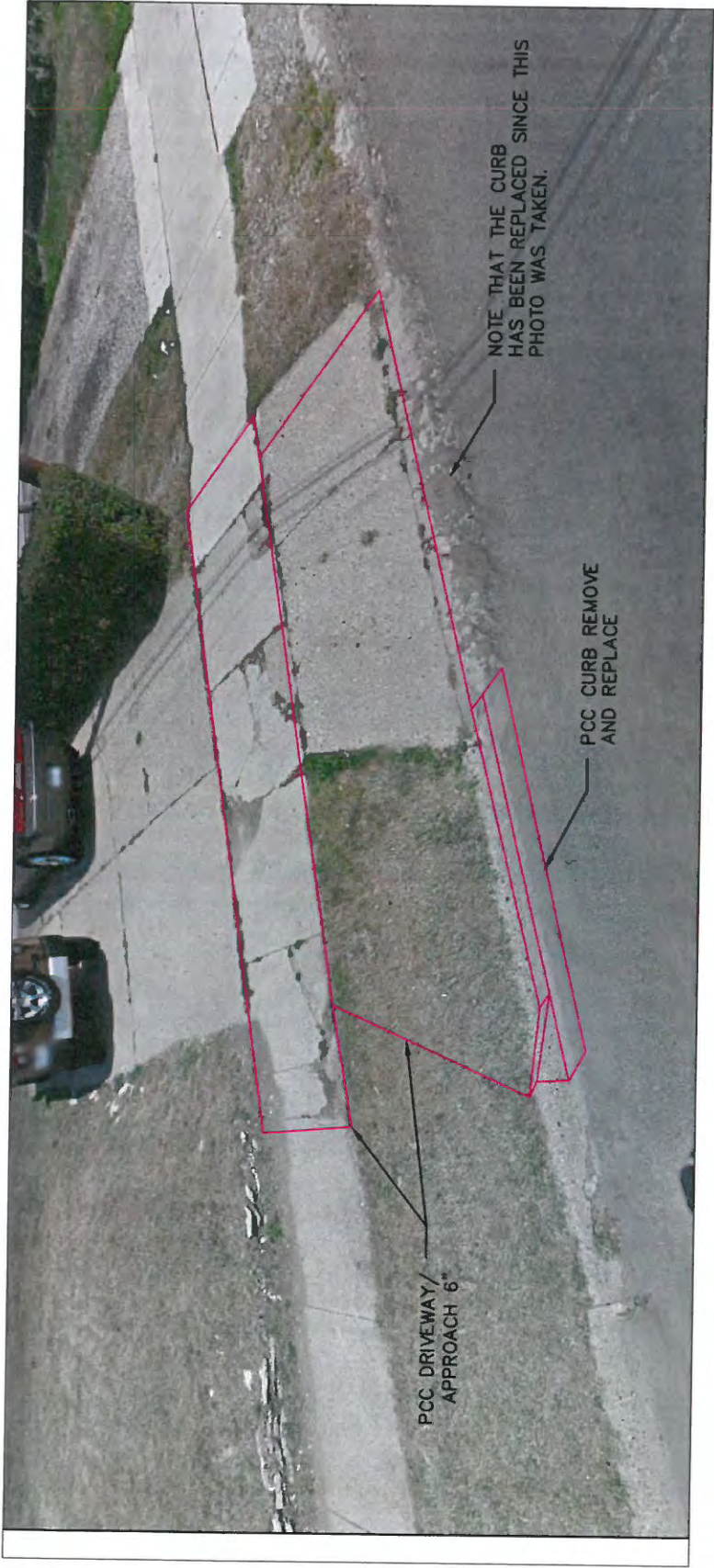
PUBLIC SAFETY AND CONVENIENCE:

The contractor shall at all times conduct his work so as to ensure the least possible obstructions to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property in a manner satisfactory to the Engineer. No road or street shall be closed to the public except with the permission of the Engineer and proper governmental authority. City will consider allowing closure of the lanes to expedite job. Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times. The contractor is responsible for all traffic guidance or detours within his project area.

Miscellaneous Sidewalk Improvement Project

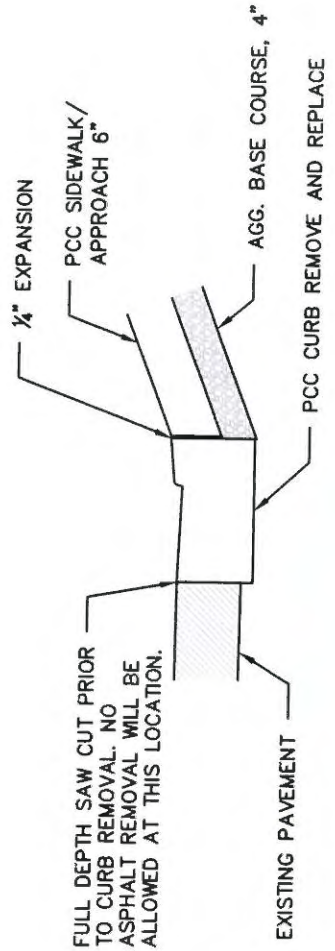
Project Locations





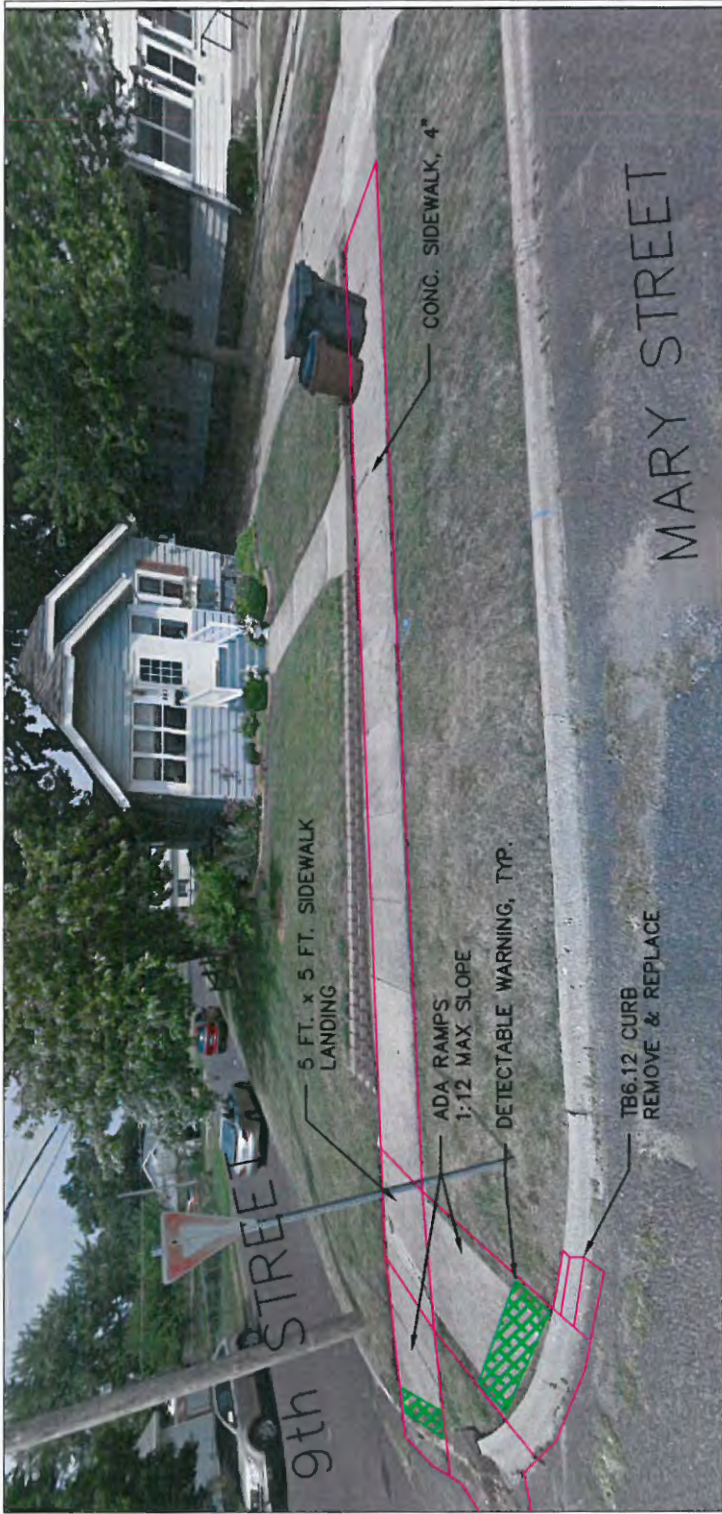
1 1400 CENTER STREET
2 NOT TO SCALE

1400 Center St. Quantities			
Item of Work	Quantity	Unit	
PCC Curb Remove & Replace	9.5	LF	
Sidewalk/Approach Removal	204	SF	
Agg. Base Course 4"	6	TON	
PCC Sidewalk/Approach 6"	226	SF	



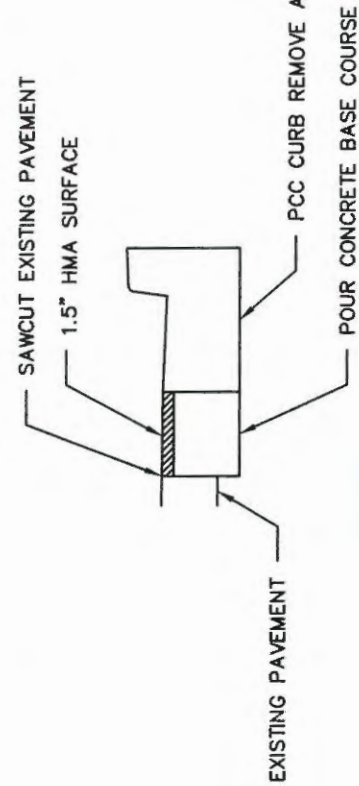
2 CURB DETAIL
2 NOT TO SCALE

NOTE: DETAIL 2 IS ONLY REQUIRED AT THIS LOCATION.



1 901 MARY STREET 1 NOT TO SCALE

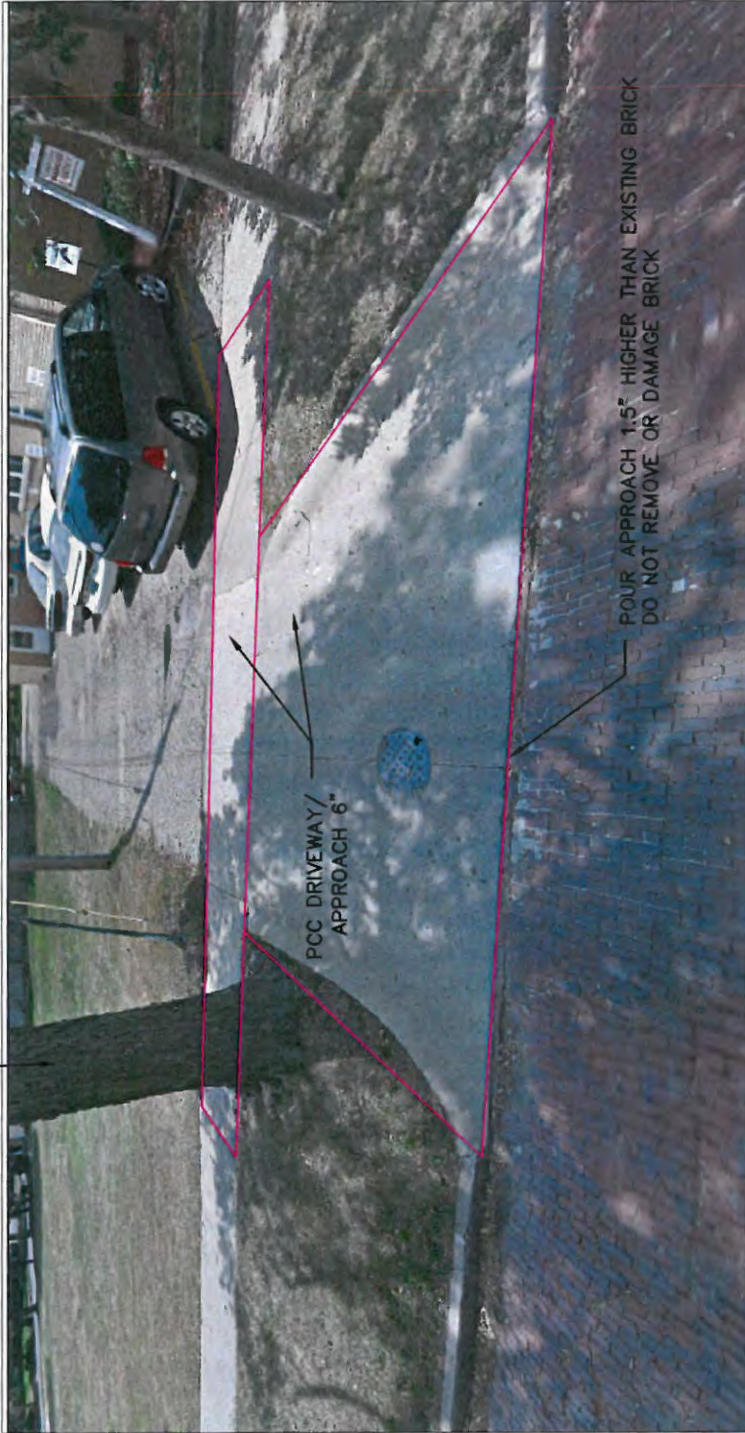
901 Mary St. Quantities			
Item of Work	Quantity	Unit	
PCC Curb Remove & Replace	20	LF	
Sidewalk/Approach Removal	296	SF	
Agg. Base Course 4"	7	TON	
PCC Sidewalk/Ramp 4"	296	SF	
Detectable Warnings	20	SF	



2 TYPICAL CURB DETAIL 1 NOT TO SCALE

NOTE: CURB DETAIL IS ONLY REQUIRED IF CONTRACTOR REMOVES SECTION OF PAVEMENT IN FRONT OF CURB FOR EASE OF CONSTRUCTION.

NOTE THAT THE TREES HAVE BEEN REMOVED SINCE THIS PHOTO WAS TAKEN.



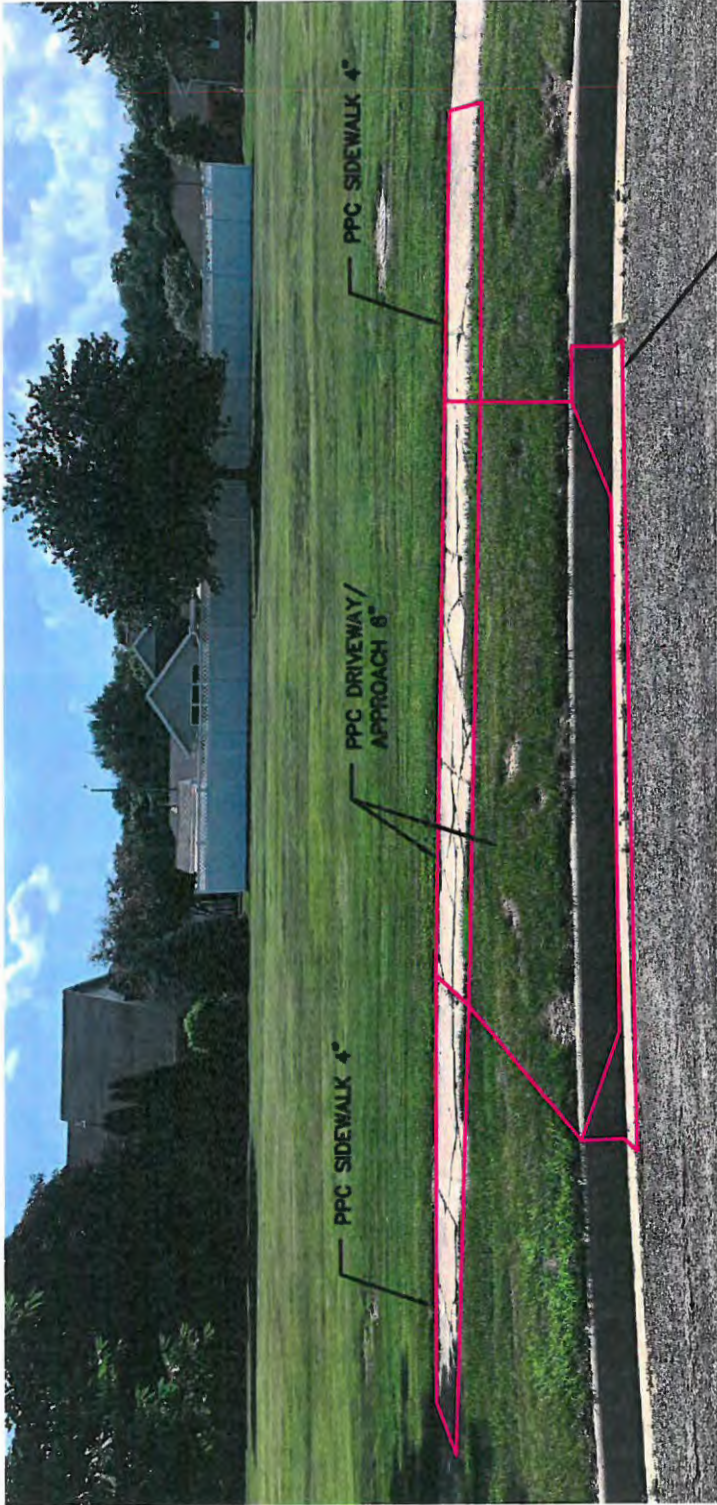
1 ST. JOSEPH'S PLACE ALLEY
3 NOT TO SCALE

St. Joseph's Place Quantities		
Item of Work	Quantity	Unit
Sidewalk/Approach Removal	332	SF
Agg. Base Course 4"	8	TON
PCC Sidewalk/Approach 6"	332	SF



1 MARIGOLD ESTATES
4 NOT TO SCALE

Attachment: 2018 Sidewalk Improvement Contract_optimized (1461 : Award the 2018 Sidewalk Improvements Project)

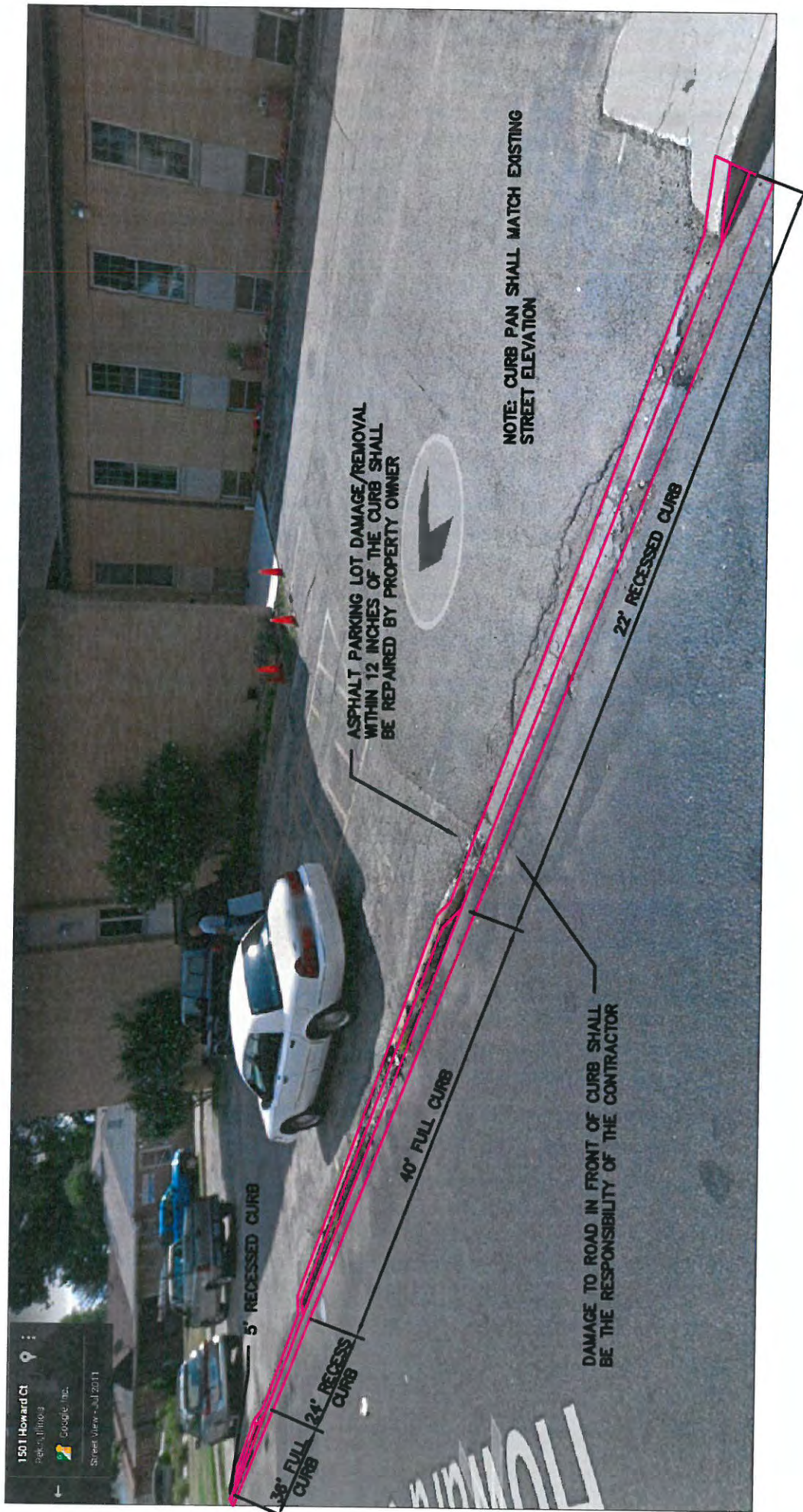


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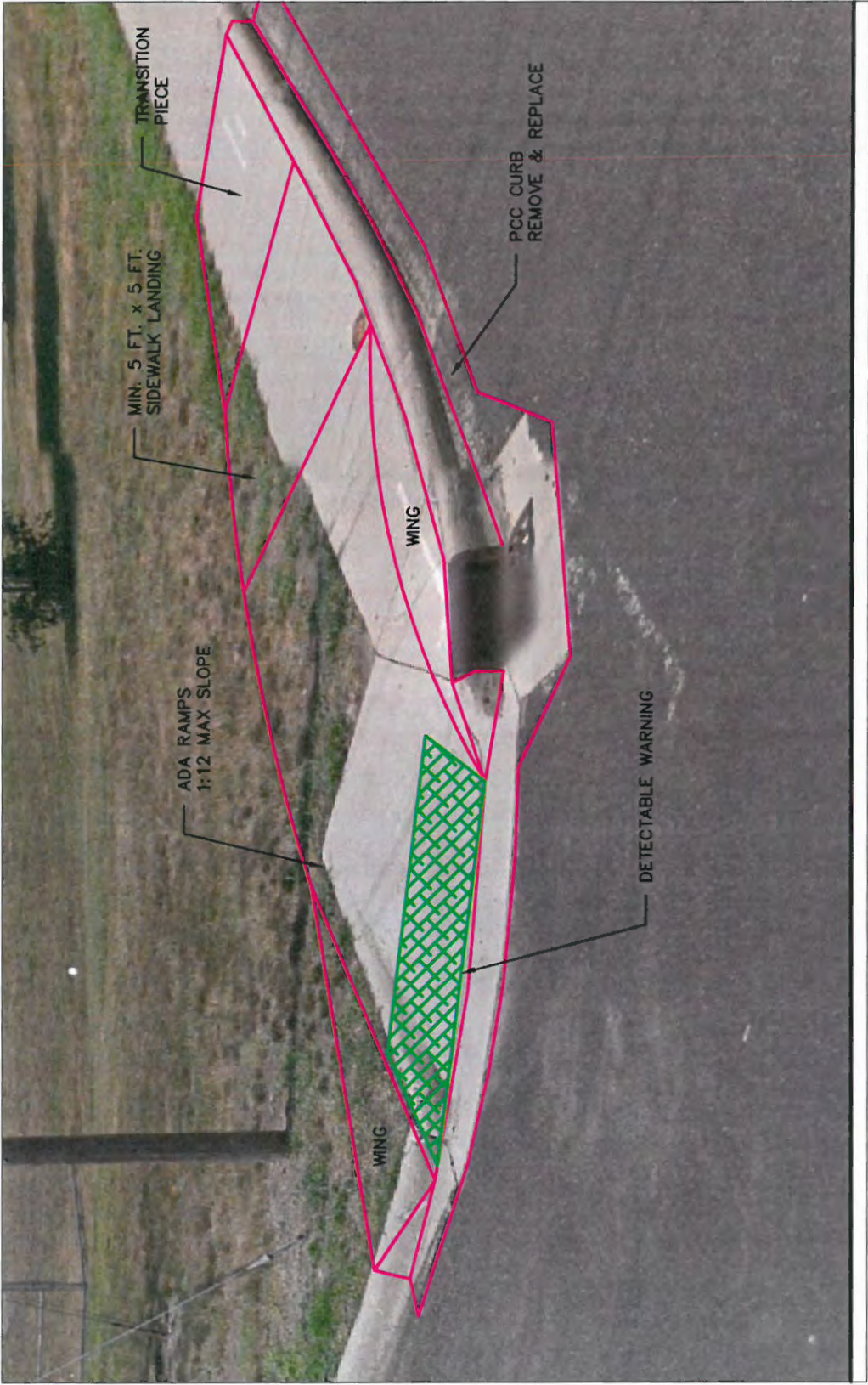
 MARIGOLD ESTATES – 2005 GEORGETOWNE
 NOT TO SCALE

PCC CURB
REMOVE & REPLACE

Marigold Estates Total Quantities			
Item of Work	Quantity	Unit	
PCC Curb Remove & Replace	12	LF	
Sidewalk/Approach Removal	324	SF	
Agg. Base Course 4"	11	TON	
PCC Sidewalk/Ramp 4"	284	SF	
PCC Sidewalk/Approach 6"	128	SF	



1500 Howard Ct. Quantities		
Item of Work	Quantity	Unit
PCC Curb Remove & Replace	127	LF



1 14th ST. & ILLINOIS
7 NOT TO SCALE

14th St. & Illinois Quantities			
Item of Work	Quantity	Unit	
PCC Curb Remove & Replace	30	LF	
Sidewalk/Approach Removal	120	SF	
Agg. Base Course 4"	5	TON	
PCC Sidewalk/Ramp 4"	180	SF	
Detectable Warnings	10	SF	



1

14th ST. & LAWNDALDE (NW)

8

NOT TO SCALE

14th St. & Lawndale (NW) Quantities				
Item of Work	Quantity	Unit		
PCC Curb Remove & Replace	20	LF		
Sidewalk/Approach Removal	70	SF		
Agg. Base Course 4"	2	TON		
PCC Sidewalk/Ramp 4"	80	SF		
Detectable Warninas	10	SF		



1 14th ST. & LAWNDAL (SW)
9 NOT TO SCALE

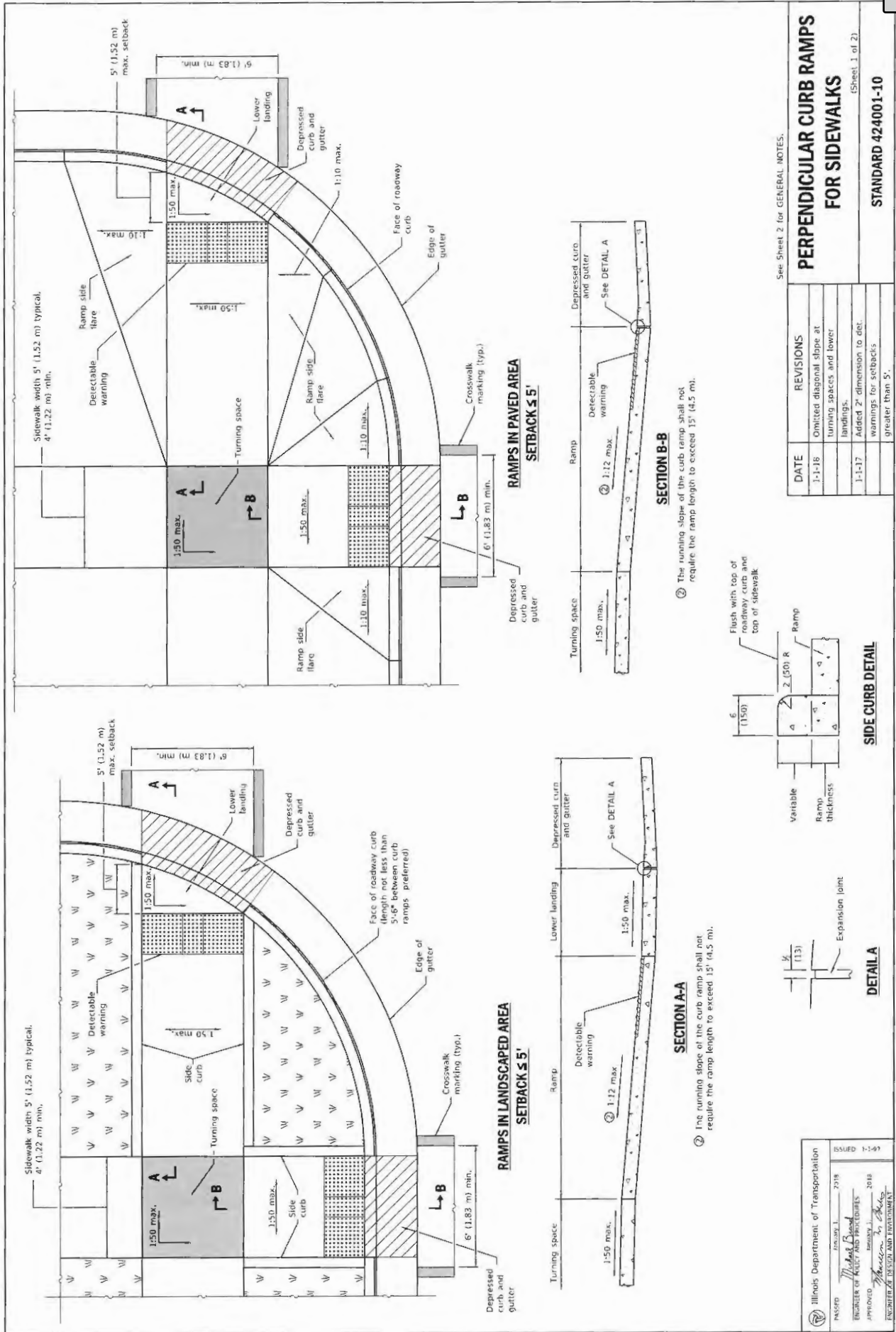
14th St. & Lawndale (SW) Quantities			
Item of Work	Quantity	Unit	
PCC Curb Remove & Replace	33	LF	
Sidewalk/Approach Removal	250	SF	
Agg. Base Course 4"	6	TON	
PCC Sidewalk/Ramp 4"	280	SF	
Detectable Warninas	16	SF	



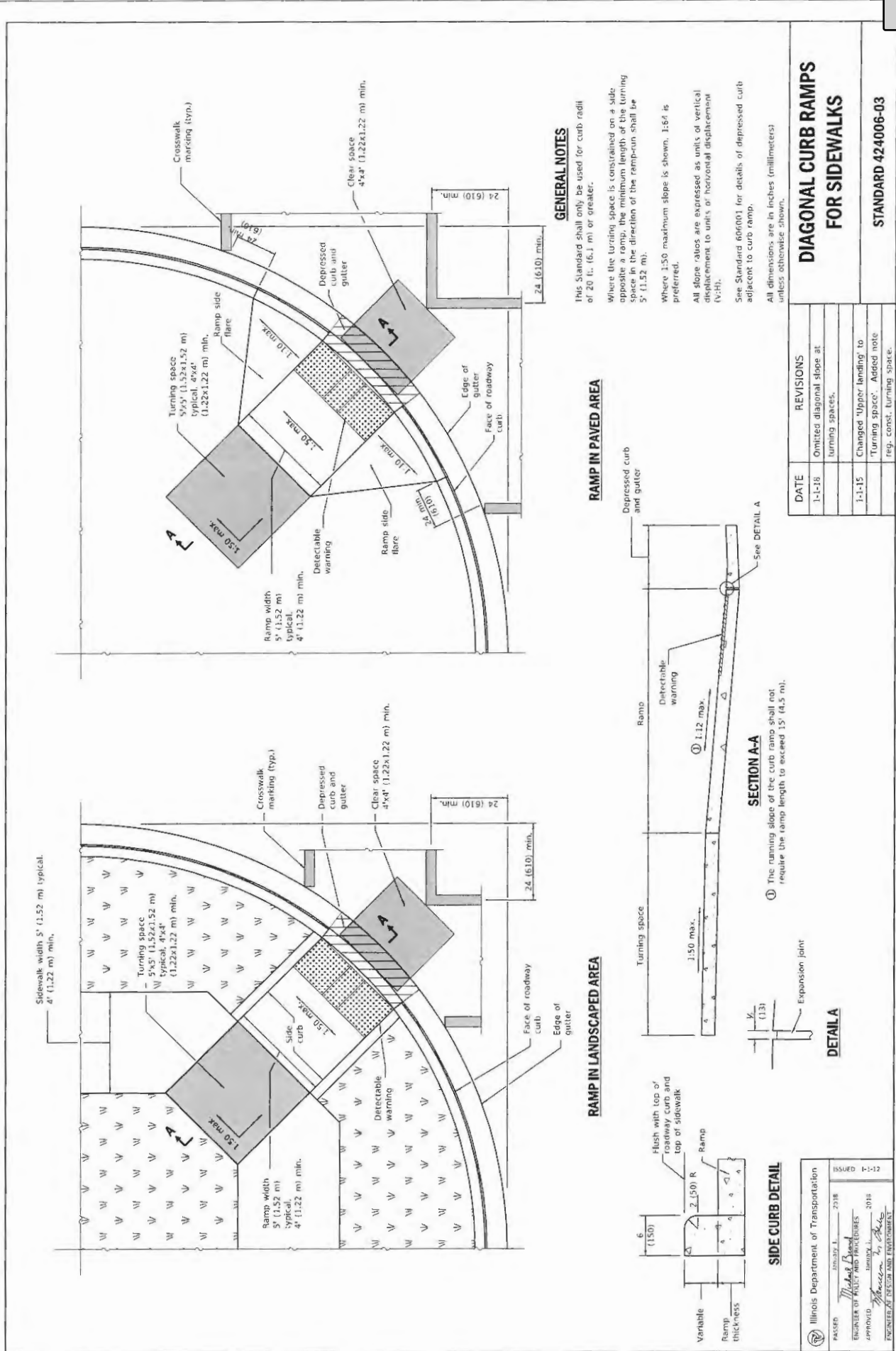
1 3 LISA CT.
10 NOT TO SCALE

3 Lisa Ct. Quantities			
Item of Work	Quantity	Unit	
PCC Curb Remove & Replace	30	LF	

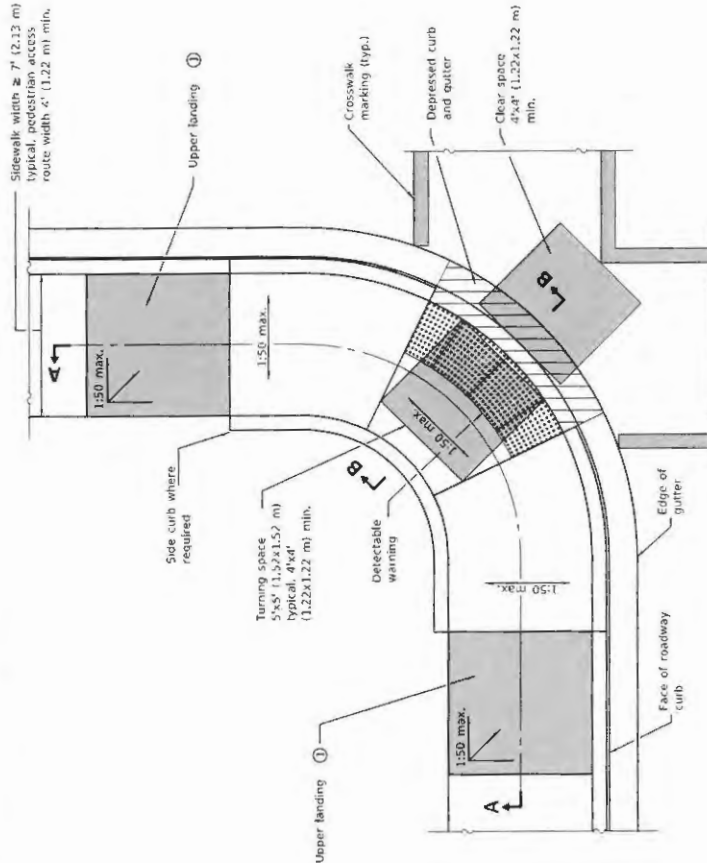
Miscellaneous Sidewalk Improvement Project Highway Standards







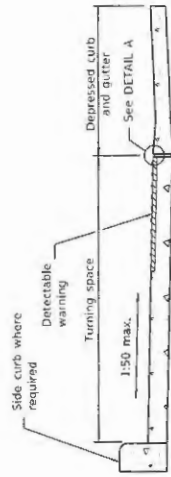
Sidewalk width $\geq 7'$ (2.13 m)
typical, pedestrian access
route width $\geq 4'$ (1.22 m) min.



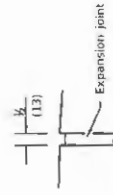
CORNER PARALLEL CURB RAMP

SECTION A-A

- ① Upper landing(s) not required for ramp slopes flatter than 1:20.
- ② The turning slope of the curb ramp shall not require the ramp length to exceed 15' (4.5 m).



SECTION B-B



DETAIL A



SIDE CURB DETAIL

GENERAL NOTES

- All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V:H).
- Where the turning space is constrained on a side opposite a ramp, the minimum length of the turning space in the direction of the ramp-run shall be 5' (1.52 m).
- Where 1:50 maximum slope is shown, 1:64 is preferred.
- See Standard 606001 for details of depressed curb adjacent to curb ramp.
- All dimensions are in inches (millimeters) unless otherwise shown.

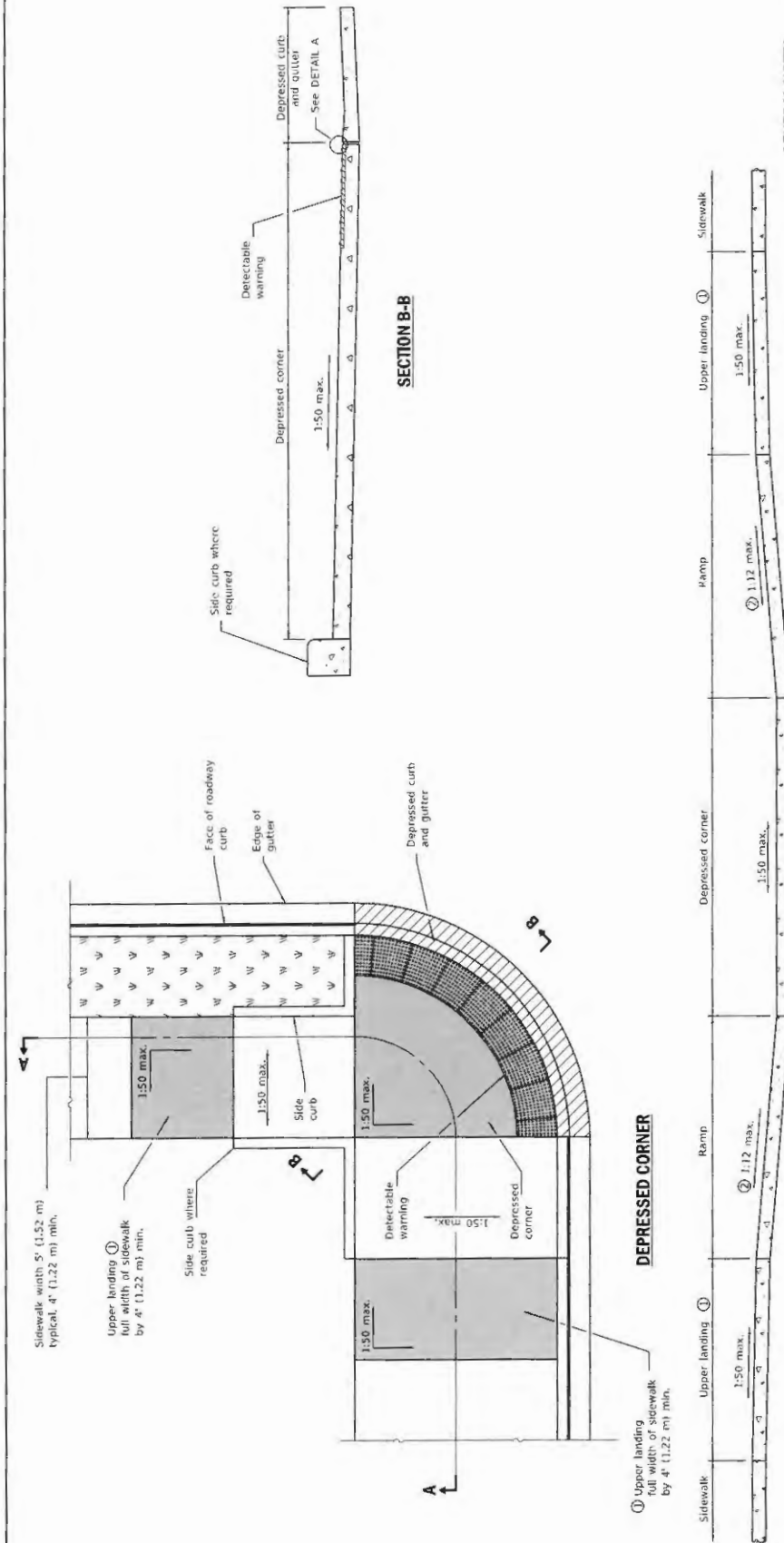
DATE	REVISIONS
1-1-17	Revised sidewalk width to include 24 (610) buffer behind curb.
1-1-15	Changed 'Lower landing' to 'Turning space'. Added x-walk markings. Added note ②.

CORNER PARALLEL CURB RAMPS FOR SIDEWALKS

STANDARD 424011-03

Illinois Department of Transportation DIVISION 1 ENGINEER OF POLICY AND PROCEDURES APPROVED ENGINEER OF DESIGN AND ENVIRONMENT	PASSED 2317 2012
	ISSUED 1-1-12
	Michael Brand 2012
	Approved by: [Signature] 2012





GENERAL NOTES

This standard shall only be used for curb radii of 6 ft. (1.83 m) or greater.

All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V/H).

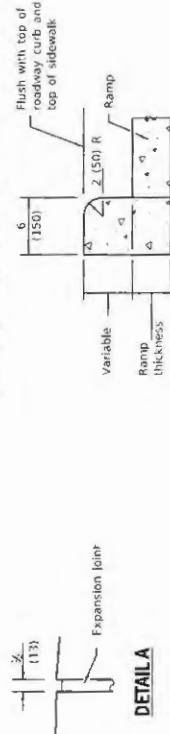
Where 1:50 maximum slope is shown, 1:64 is preferred.

See Standard 606003 for details of depressed curb adjacent to curb ramp.

All dimensions are in inches (millimeters) unless otherwise shown.

SECTION A-A

- ① Upper landing(s) not required for ramp slopes flatter than 1:20.
- ② The running slope of the curb ramp shall not require the ramp length to exceed 15' (4.5 m).



SIDE CURB DETAIL

DEPRESSED CORNER FOR SIDEWALKS

DATE	REVISIONS
1-1-18	Omitted diagonal slope at turning spaces and upper landings.
1-1-15	Added note ②.

STANDARD 424021-04

Illinois Department of Transportation

ISSUED 1-1-12

2018

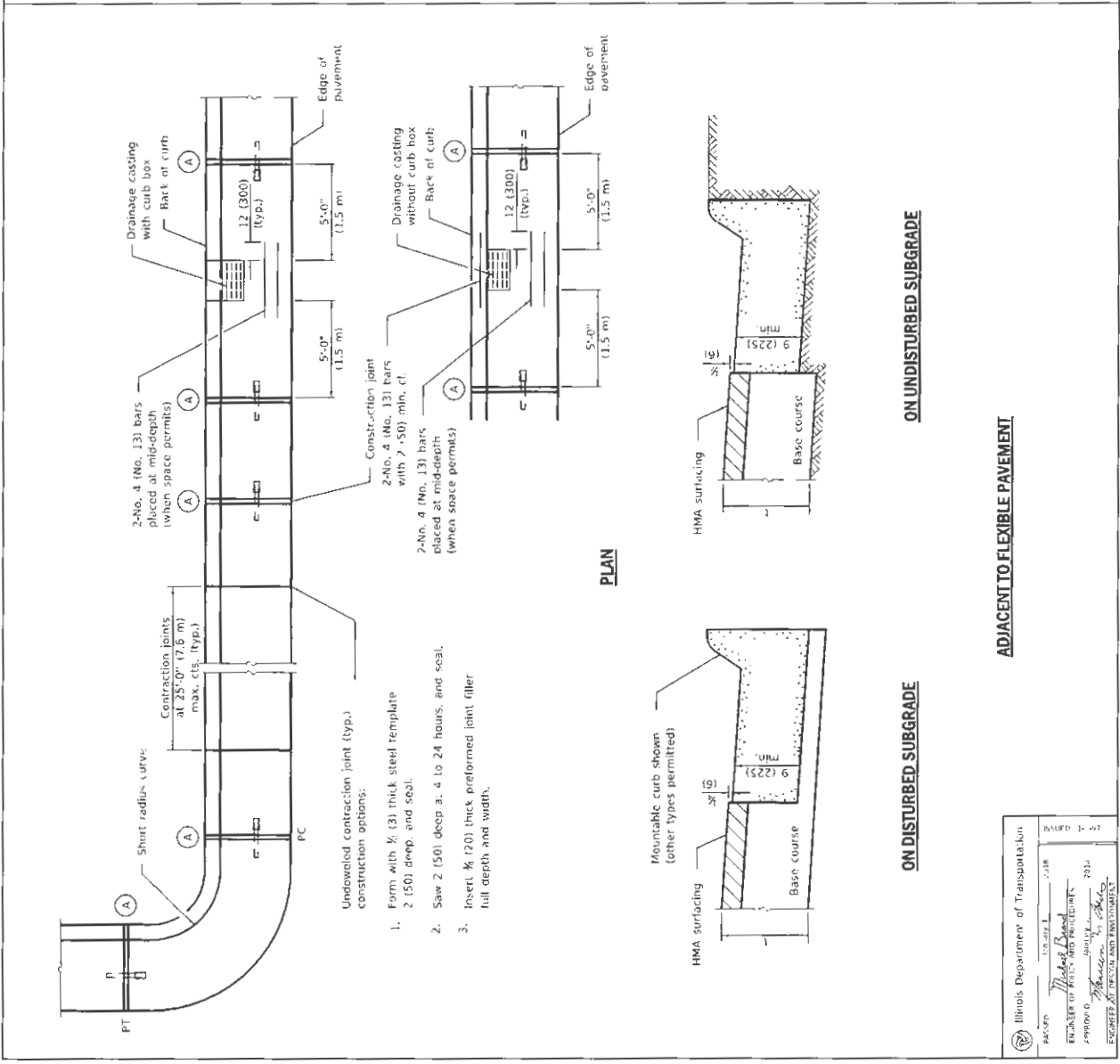
ENGINEER OF RAILROAD AND TRANSPORTATION

APPROVED

FORWARDED TO DESIGN AND CONSTRUCTION



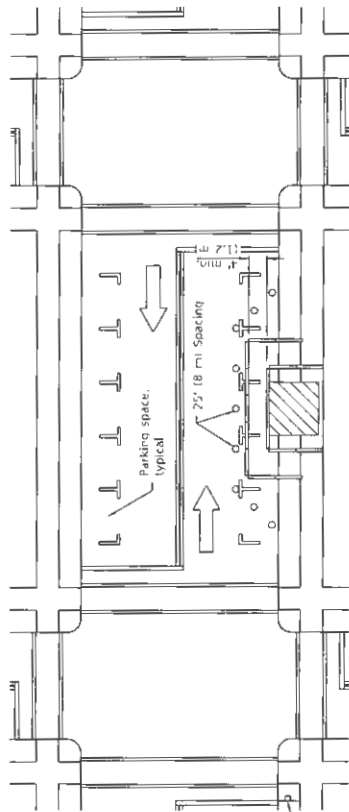




Illinois Department of Transportation
 DIVISION OF HIGHWAYS
 PROJECT NO. 1461
 SHEET NO. 2 OF 2
 DATE: 1-97





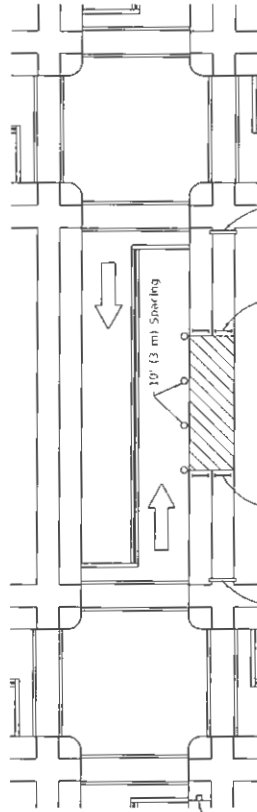


W20-1030-48 for contract construction projects

Or

W20-110-48 for maintenance and utility projects

SIDEWALK DIVERSION



W20-1030-48 for contract construction projects

Or

W20-110-48 for maintenance and utility projects

SIDEWALK CLOSURE

SYMBOLS

- Work area
- Sign on portable or permanent support
- Baricade or drum
- Conc. or 10' or 20' Barricade
- Type III barricade
- Detectable pedestrian channelizing barricade

Illinois Department of Transportation
DESIGNED BY: [Signature]
CHECKED BY: [Signature]
APPROVED BY: [Signature]
DATE: 2/16/2018
PROJECT: 2018 Sidewalk Improvement Contract (1461)

① Omit whenever duplicated by road work traffic control.

GENERAL NOTES

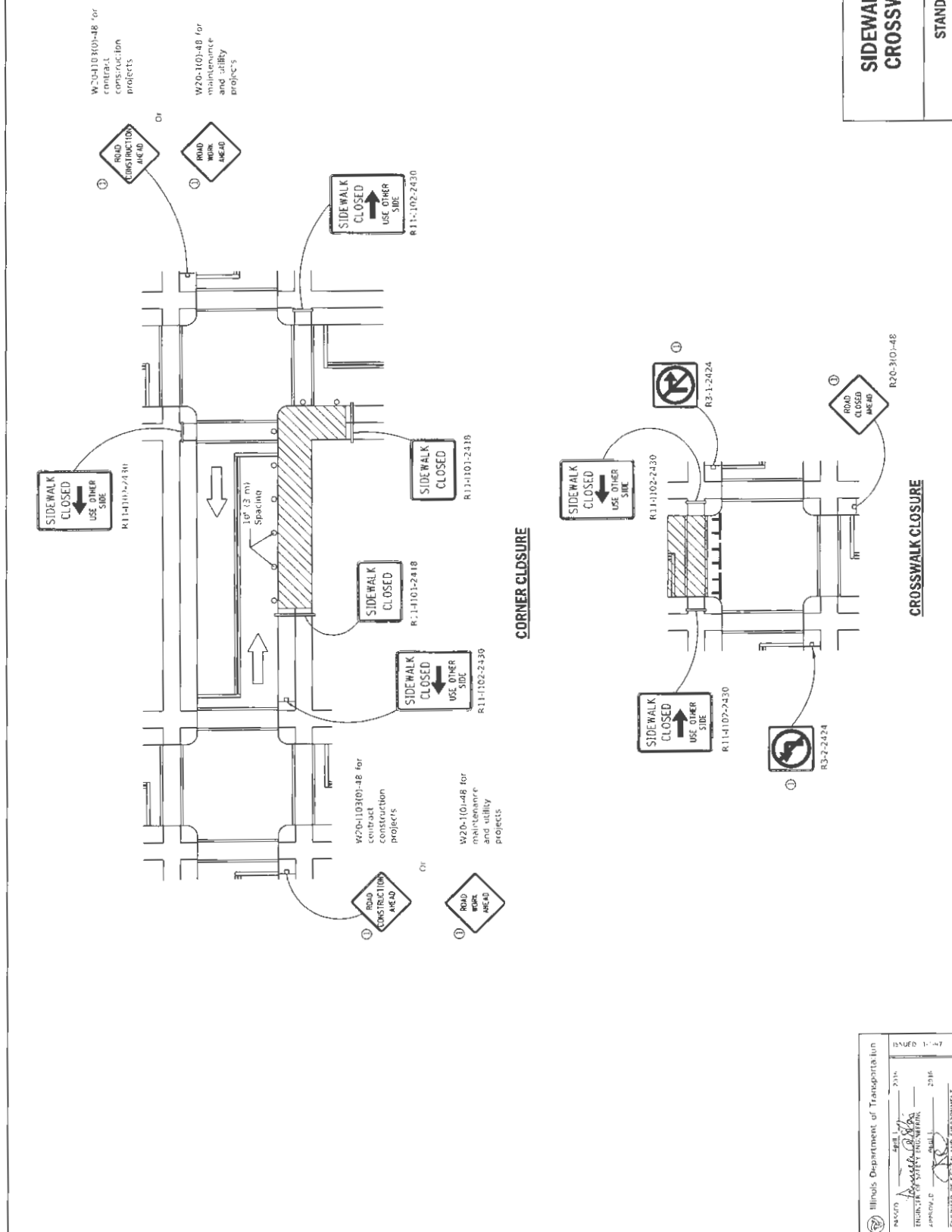
- This Standard is used where, at any time, pedestrian traffic may be required due to work being performed.
- This Standard must be used in conjunction with other Traffic Control & Protection Standards when roadway traffic is affected.
- Temporary facilities shall be detectable and accessible.
- The temporary pedestrian facilities shall be provided on the same side of the closed facilities whenever possible.
- The SIDEWALK CLOSED - USE OTHER SIDE sign shall be placed at the nearest crosswalk or intersection to each end of the closure. Where the closure occurs at a corner, the signs shall be erected on the corners across the street from the closure.
- The SIDEWALK CLOSED signs shall be used at the ends of the actual closures.
- Type III barricades and R11-2 4830 signs shall be positioned as shown in "ROAD CLOSED TO ALL TRAFFIC" detail on Standard 701801.
- All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
4-1-16	Omittee orange safety fence from standard as this is covered in the std. spec.
1-1-12	Added SIDEWALK DIVERSION. Modified appearance of plan views. Replaced Std.

SIDEWALK, CORNER OR CROSSWALK CLOSURE

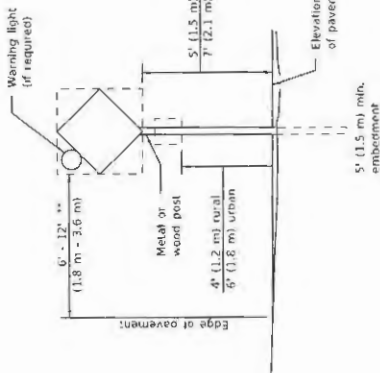
STANDARD 701801-06

Sheet 1 of 21



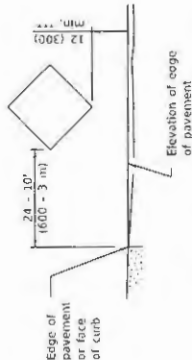
Illinois Department of Transportation	
PROJECT	DATE
DESIGNED BY	2/16
ENGINEER OF RECORD	2/16
APPROVED	2/16
PRINTED BY: J. L. AND PRODUCTION	





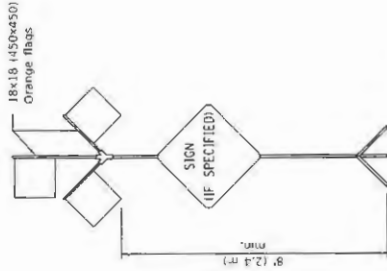
POST MOUNTED SIGNS

When curb or paved shoulder are present this dimension shall be 24 (600) to the face of curb or 8' (1.8 m) to the outside edge of the paved shoulder.

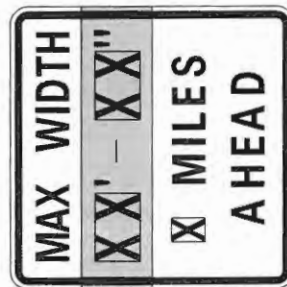


SIGNS ON TEMPORARY SUPPORTS

When work operations exceed four days, this dimension shall be 5' (1.5 m) min. If located behind other devices, the height shall be sufficient to be seen completely above the devices.



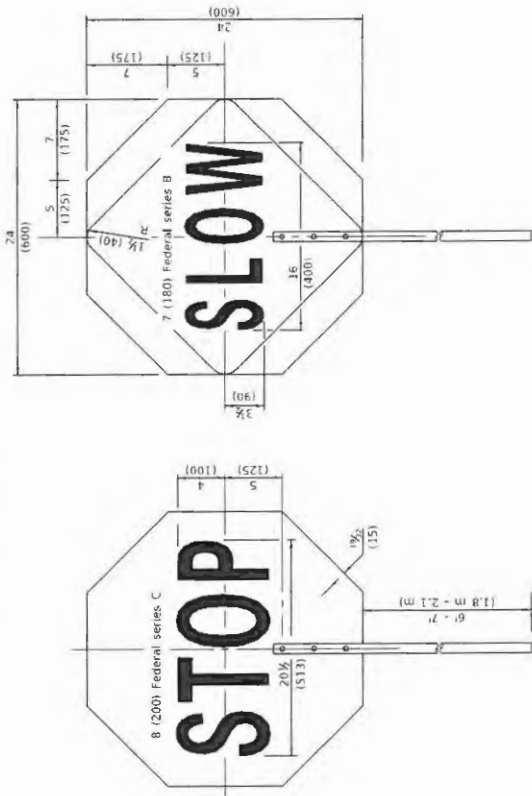
HIGH LEVEL WARNING DEVICE



W12-1103-4848

WIDTH RESTRICTION SIGN

XX'-XX" width and X miles are variable.



FRONT SIDE

REVERSE SIDE

FLAGGER TRAFFIC CONTROL SIGN

TRAFFIC CONTROL DEVICES

STANDARD 701901-07

(Sheet 2 of 3)

ROAD CONSTRUCTION NEXT X MILES
G20-1104(0)-6036

END CONSTRUCTION
G20-1105(0)-6024

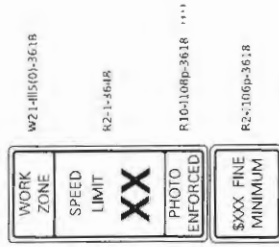
This signing is required for all projects 2 miles (3200 m) or more in length.

ROAD CONSTRUCTION NEXT X MILES sign shall be placed 500' (150 m) in advance of project limits.

END CONSTRUCTION sign shall be erected at the end of the job unless another job is within 2 miles (3200 m).

Dual sign displays shall be utilized on multi-lane highways.

WORK LIMIT SIGNING



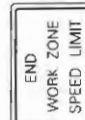
W21-1151(0)-3618

R2-1-5648

R10-1106p-3618

R2-1106p-3618

Sign assembly as shown on Standards or as allowed by District Operations.



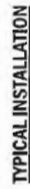
G20-1103-6036

This sign shall be used when the above sign assembly is used.

HIGHWAY CONSTRUCTION SPEED ZONE SIGNS

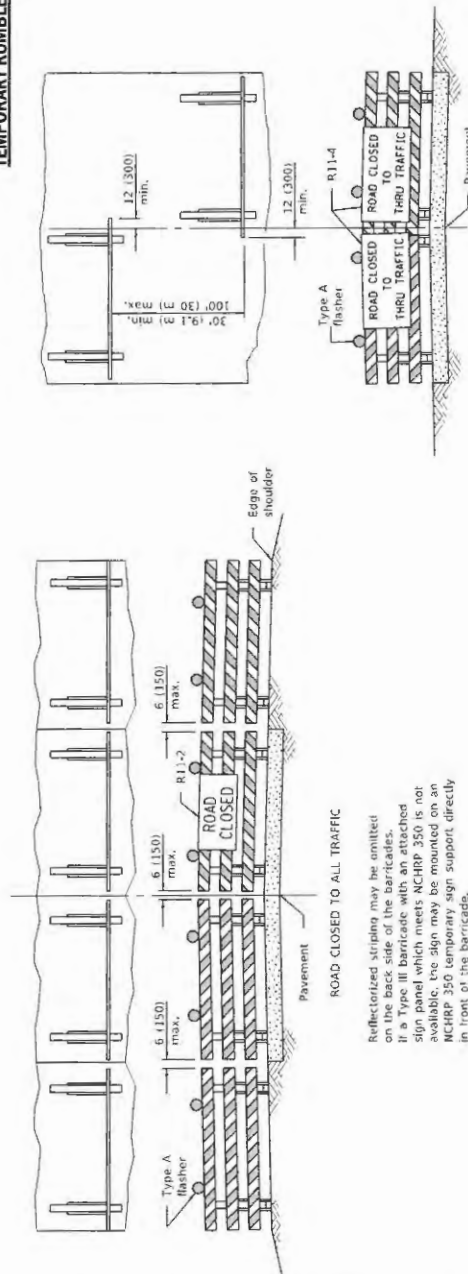
**** R10-1106p shall only be used along roadways under the jurisdiction of the State.

Illinois Department of Transportation
PASSED: 11/15/18
ENGINEER OF OPERATIONS: [Signature]
APPROVED: [Signature]
NUMBER OF DESIGN AND IMPLEMENTATION: 2318



STANDARD 701901-07

Reflectorized striping shall appear on both sides of the barricades. If a Type III barricade with an attached sign panel which meets NCHRP 350 is not available, the signs may be mounted on NCHRP 350 temporary sign supports directly in front of the barricade.



**Prevailing Wage rates for
Tazewell County
effective Sept. 1, 2017**

Trade Title	Region	Type	Class	Base Wage	Fore- man Wage	M-F OT	OSA	OSH	H/W	Pension	Vacation	Training
ASBESTOS ABT-GEN	NW	BLD		26.89	28.39	1.5	1.5	2	7.80	18.85	0.00	0.80
ASBESTOS ABT-GEN	NW	HWY		29.99	31.49	1.5	1.5	2	7.80	20.64	0.00	0.80
ASBESTOS ABT-GEN	SE	BLD		28.00	29.50	1.5	1.5	2	9.00	14.57	0.00	0.80
ASBESTOS ABT-MEC	ALL	BLD		32.78	35.28	1.5	1.5	2	12.12	11.70	0.00	0.72
BOILERMAKER	ALL	BLD		39.50	42.50	2	2	2	7.07	12.47	0.00	0.40
BRICK MASON	ALL	BLD		33.16	34.66	1.5	1.5	2	9.40	10.57	0.00	0.79
CARPENTER	ALL	BLD		32.01	34.26	1.5	1.5	2	8.45	17.10	0.00	0.54
CARPENTER	ALL	HWY		34.04	36.29	1.5	1.5	2	8.45	17.50	0.00	0.52
CEMENT MASON	ALL	BLD		30.52	32.27	1.5	1.5	2	8.26	16.40	0.00	0.50
CEMENT MASON	ALL	HWY		32.11	33.61	1.5	1.5	2	8.25	16.77	0.00	0.50
CERAMIC TILE FNSHER	ALL	BLD		30.86	30.86	1.5	1.5	2	9.40	10.57	0.00	0.77
ELECTRIC PWR EQMT OP	ALL	ALL		43.76	54.80	1.5	1.5	2	6.81	12.25	0.00	0.44
ELECTRIC PWR GRNDMAN	ALL	ALL		29.96	54.80	1.5	1.5	2	6.40	8.39	0.00	0.30
ELECTRIC PWR LINEMAN	ALL	ALL		48.61	54.80	1.5	1.5	2	6.96	13.61	0.00	0.49
ELECTRIC PWR TRK DRV	ALL	ALL		31.42	54.80	1.5	1.5	2	6.44	8.80	0.00	0.31
ELECTRICIAN	ALL	BLD		35.71	38.21	1.5	1.5	2	7.55	12.21	0.00	0.80
ELECTRONIC SYS TECH	ALL	BLD		28.00	30.00	1.5	1.5	2	7.10	11.44	0.00	0.40
ELEVATOR CONSTRUCTOR	ALL	BLD		43.43	48.86	2	2	2	15.28	15.71	3.47	0.60
GLAZIER	ALL	BLD		34.87	34.87	1.5	1.5	1.5	10.50	7.70	0.00	1.25
HT/FROST INSULATOR	ALL	BLD		43.70	46.20	1.5	1.5	2	12.12	12.96	0.00	0.72
IRON WORKER	ALL	BLD		32.41	34.31	1.5	1.5	2	10.66	15.47	0.00	0.54
IRON WORKER	ALL	HWY		36.82	38.82	1.5	1.5	2	10.66	15.47	0.00	0.64
LABORER	NW	BLD		25.89	27.39	1.5	1.5	2	7.80	18.85	0.00	0.80

LABORER	NW	HWY	29.24	30.74	1.5	1.5	2	7.80	20.64	0.00	0.80
LABORER	SE	BLD	28.00	29.50	1.5	1.5	2	9.00	14.57	0.00	0.80
LABORER	SE	HWY	32.00	33.50	1.5	1.5	2	9.00	16.62	0.00	0.80
LATHER	ALL	BLD	32.01	34.26	1.5	1.5	2	8.45	17.10	0.00	0.54
MACHINERY MOVER	ALL	HWY	35.98	37.98	1.5	1.5	2	9.49	13.91	0.00	0.00
MACHINIST	ALL	BLD	45.35	47.85	1.5	1.5	2	7.26	8.95	1.85	0.00
MARBLE FINISHERS	ALL	BLD	30.86		1.5	1.5	2	9.40	10.57	0.00	0.77
MARBLE MASON	ALL	BLD	32.61	33.86	1.5	1.5	2	9.40	10.57	0.00	0.78
MILLWRIGHT	ALL	BLD	31.74	33.99	1.5	1.5	2	8.45	17.72	0.00	0.54
MILLWRIGHT	ALL	HWY	33.59	35.33	1.5	1.5	2	8.20	16.95	0.00	0.52
OPERATING ENGINEER	ALL	BLD	39.69	42.69	1.5	1.5	2	9.00	19.23	0.00	3.00
OPERATING ENGINEER	ALL	BLD	36.83	42.69	1.5	1.5	2	9.00	19.23	0.00	3.00
OPERATING ENGINEER	ALL	BLD	32.12	42.69	1.5	1.5	2	9.00	19.23	0.00	3.00
OPERATING ENGINEER	ALL	HWY	39.69	42.69	1.5	1.5	2	9.00	19.23	0.00	3.00
OPERATING ENGINEER	ALL	HWY	36.83	42.69	1.5	1.5	2	9.00	19.23	0.00	3.00
OPERATING ENGINEER	ALL	HWY	32.12	42.69	1.5	1.5	2	9.00	19.23	0.00	3.00
PAINTER	ALL	ALL	35.35	37.35	1.5	1.5	1.5	10.30	8.20	0.00	1.35
PAINTER SIGNS	ALL	BLD	37.45	42.05	1.5	1.5	2	2.60	3.18	0.00	0.00
PILEDRIIVER	ALL	BLD	33.01	35.26	1.5	1.5	2	8.45	17.10	0.00	0.54
PILEDRIIVER	ALL	HWY	34.04	36.29	1.5	1.5	2	8.45	17.50	0.00	0.52
PIPEFITTER	ALL	BLD	38.90	43.18	1.5	1.5	2	7.10	12.53	0.00	1.06
PLASTERER	ALL	BLD	29.41	30.66	1.5	1.5	2	8.40	16.74	0.00	0.80
PLUMBER	ALL	BLD	35.57	38.77	1.5	1.5	2	7.10	14.71	0.00	0.95
ROOFER	ALL	BLD	31.00	32.55	1.5	1.5	2	9.00	9.20	0.00	0.30
SHEETMETAL WORKER	ALL	BLD	32.75	34.39	1.5	1.5	2	9.37	16.46	0.00	0.80
SIGN HANGER	ALL	HWY	36.82	38.82	1.5	1.5	2	10.66	15.47	0.00	0.64
SPRINKLER FITTER	ALL	BLD	37.12	39.87	1.5	1.5	2	8.42	8.50	0.00	0.35
STEEL ERECTOR	ALL	HWY	36.82	38.82	1.5	1.5	2	10.66	15.47	0.00	0.64
STONE MASON	ALL	BLD	33.16	34.66	1.5	1.5	2	9.40	10.57	0.00	0.79
TERRAZZO FINISHER	ALL	BLD	30.86		1.5	1.5	2	9.40	10.57	0.00	0.77
TERRAZZO MASON	ALL	BLD	32.61	32.61	1.5	1.5	2	9.40	10.57	0.00	0.78

TILE MASON	ALL	BLD		32.61	33.86	1.5	1.5	2	9.40	10.57	0.00	0.78
TRUCK DRIVER	ALL	ALL	1	36.15	40.04	1.5	1.5	2	12.16	5.89	0.00	0.25
TRUCK DRIVER	ALL	ALL	2	36.67	40.04	1.5	1.5	2	12.16	5.89	0.00	0.25
TRUCK DRIVER	ALL	ALL	3	36.91	40.04	1.5	1.5	2	12.16	5.89	0.00	0.25
TRUCK DRIVER	ALL	ALL	4	37.25	40.04	1.5	1.5	2	12.16	5.89	0.00	0.25
TRUCK DRIVER	ALL	ALL	5	38.23	40.04	1.5	1.5	2	12.16	5.89	0.00	0.25
TRUCK DRIVER	ALL	O&C	1	28.92	32.03	1.5	1.5	2	12.16	5.89	0.00	0.25
TRUCK DRIVER	ALL	O&C	2	29.34	32.03	1.5	1.5	2	12.16	5.89	0.00	0.25
TRUCK DRIVER	ALL	O&C	3	29.53	32.03	1.5	1.5	2	12.16	5.89	0.00	0.25
TRUCK DRIVER	ALL	O&C	4	29.80	32.03	1.5	1.5	2	12.16	5.89	0.00	0.25
TRUCK DRIVER	ALL	O&C	5	30.58	32.03	1.5	1.5	2	12.16	5.89	0.00	0.25
TUCKPOINTER	ALL	BLD		33.16	34.66	1.5	1.5	2	9.40	10.57	0.00	0.79

Legend

M-F OT Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OSA Overtime pay required for every hour worked on Saturdays

OSH Overtime pay required for every hour worked on Sundays and Holidays

H/W Health/Welfare benefit

Explanations TAZEWELL COUNTY

ASBESTOS - See Laborers

CARPENTERS (NORTH) - That part of the county North including the towns of Marquette Hts., Morton, Creve Coeur and Deer Creek.

LABORERS (NORTHWEST) - The area bounded by the old city limits of East Peoria.

MILLWRIGHTS - See Carpenters PILEDRIVERS - See Carpenters

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - Removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

OPERATING ENGINEERS - BUILDING

Class 1. Cranes; Overhead Cranes; Gradall; All Cherry Pickers; Mechanics; Central Concrete Mixing Plant Operator; Road Pavers (27E - Dual Drum - Tri Batchers); Blacktop Plant Operators and Plant Engineers; 3 Drum Hoist; Derricks; Hydro Cranes; Shovels; Skimmer Scoops; Koehring Scooper; Drag Lines; Backhoe; Derrick Boats; Pile Drivers and Skid Rigs; Clamshells; Locomotive Cranes; Dredge (all types) Motor Patrol; Power Blades - Dumore - Elevating and similar types; Tower Cranes (Crawler-Mobile) and Stationary; Crane-type Backfiller; Drott Yumbo and similar types considered as Cranes; Caisson Rigs; Dozer; Tornadoizer; Work Boats; Ross Carrier; Helicopter; Tournapulls - all and similar types; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Heavy Equipment Greaser; CMI, CMI Belt Placer, Auto Grade & 3 Track and similar types; Side Booms; Multiple Unit Earth Movers; Creter Crane; Trench Machine; Pump-crete-Belt Crete-Squeeze Cretes-Screw-type Pumps and Gypsum; Bulker & Pump - Operator will clean; Formless Finishing Machine; Flaherty Spreader or similar

types; Screed Man on Laydown Machine; Wheel Tractors (industrial or Farm-type w/Dozer-Hoe-Endloader or other attachments); F.W.D. & Similar Types; Vermeer Concrete Saw.

Class 2. Dinkeys; Power Launches; PH One-pass Soil Cement Machine (and similar types); Pugmill with Pump; Backfillers; Euclid Loader; Forklifts; Jeeps w/Ditching Machine or other attachments; Tunneler; Automatic Cement and Gravel Batching Plants; Mobile Drills (Soil Testing) and similar types; Guries and Similar Types; (1) and (2) Drum Hoists (Buck Hoist and Similar Types); Chicago Boom; Boring Machine & Pipe Jacking Machine; Hydro Boom; Dewatering System; Straw Blower; Hydro Seeder; Assistant Heavy Equipment Greaser on Spread; Tractors (Track type) without Power Unit pulling Rollers; Rollers on Asphalt -- Brick Macadam; Concrete Breakers; Concrete Spreaders; Mule Pulling Rollers; Center Stripper; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Cement Finishing Machine; Barber Green or similar loaders; Vibro Tamper (All similar types) Self-propelled; Winch or Boom Truck; Mechanical Bull Floats; Mixers over 3 Bag to 27E; Tractor pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Truck Type Hoptoe Oilers; Fireman; Spray Machine on Paving; Curb Machines; Truck Crane Oilers; Oil Distributor; Truck-Mounted Saws.

Class 3. Air Compressor; Power Subgrader; Straight Tractor; Trac Air without attachments; Herman Nelson Heater, Dravo, Warner, Silent Glo, and similar types; Roller: Five (5) Ton and under on Earth or Gravel; Form Grader; Crawler Crane & Skid Rig Oilers; Freight Elevators - permanently installed; Pump; Light Plant; Generator; Conveyor (1) or (2) - Operator will clean; Welding Machine; Mixer (3) Bag and Under (Standard Capacity with skip); Bulk Cement Plant; Oiler on Central Concrete Mixing Plant.

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

CLASS 1. Cranes; Hydro Cranes; Shovels; Crane Type Backfiller; Tower, Mobile, Crawler, & Stationary Cranes; Derricks; Hoists (3 Drum); Draglines; Drott Yumbo & Similar Types considered as Cranes; 360 Degree Swing Excavator (Shears, Grapples, Movacs, etc.); Back Hoe; Derrick Boats; Pile Driver and Skid Rigs; Clam Shell; Locomotive - Cranes; Road Pavers - Single Drum - Dual Drum - Tri Batcher; Motor Patrols & Power Blades - Dumore - Elevating & Similar Types; Mechanics; Central Concrete Mixing Plant Operator; Asphalt Batch Plant Operators and Plant Engineers; Gradall; Caisson Rigs; Skimmer Scoop - Koering Scooper; Dredges (all types); Hoptoe; All Cherry Pickers; Work Boat; Ross Carrier; Helicopter; Dozer; Tournadozer; Tournapulls - all and similar types; Operation of Concrete and all Recycle Machines; Multiple Unit Earth Movers; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Operation of Material Crusher, Screening Plants, and Tunnel Boring Machine; Heavy Equipment Greaser (top greaser on spread); CMI, Auto Grade, CMI Belt Placer & 3 Track and Similar Types; Side Booms; Asphalt Heater & Planer Combination (used to plane streets); Wheel Tractors (with Dozer, Hoe or Endloader Attachments); CAT Earthwork Compactors and Similar Types; Blaw Knox Spreader and Similar Types; Trench Machines; Pump Crete - Belt Crete - Squeeze Crete - Screw Type Pumps and Gypsum (operator will clean); Creter Crane; Operation of Concrete Pump Truck; Formless Finishing

Machines; Flaherty Spreader or Similar Types; Screed Man on Laydown Machine; Vermeer Concrete Saw; Operation of Laser Screed; Span Saw; Dredge Leverman; Dredge Engineer; Lull or Similar Type; Hydro-Boom Truck; Operation of Guard Rail Machine; and Starting Engineer on Pipeline or Construction (11 or more pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc, and Ground Heater (Trailer Mounted).

CLASS 2. Bulker & Pump; Power Launches; Boring Machine & Pipe Jacking Machine; Dinkeys; Operation of Carts, Powered Haul Unit for a Boring Machine; P & H One Pass Soil Cement Machines and Similar Types; Wheel Tractors (Industry or Farm Type - Other); Back Fillers; Euclid Loader; Fork Lifts; Jeep w/Ditching Machine or Other Attachments; Tunneluger; Automatic Cement & Gravel Batching Plants; Mobile Drills - Soil Testing and Similar Types; Jeep w/Ditching Machine with Pump; All (1) and (2) Drum Hoists; Dewatering System; Straw Blower; Hydro-Seeder; Bump Grinders (self-propelled); Assistant Heavy Equipment Greaser; Apsco Spreader; Tractors (Track-Type) without Power Units Pulling Rollers; Rollers on Asphalt - Brick or Macadam; Concrete Breakers; Concrete Spreaders; Cement Strippers; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Vibro-Tampers (All Similar Types Self-Propelled); Mechanical Bull Floats; Self-Propelled Concrete Saws; Truck Mounted Power Saws; Operation of Curb Cutters; Mixers - Over Three (3) Bags; Winch and Boom Trucks; Tractor Pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Mule Pulling Rollers; Pugmill without Pump; Barber Greene or Similar Loaders; Track Type Tractor w/Power Unit attached (minimum); Fireman; Spray Machine on Paving; Curb Machines; Paved Ditch Machine; Power Broom; Self-Propelled Sweepers; Self-Propelled Conveyors; Power Subgrader; Oil Distributor; Straight Tractor; Truck Crane Oiler; Truck Type Oilers; Directional Boring Machine; Horizontal Directional Drill; Articulating End Dump Vehicles; Starting Engineer on Pipeline or Construction (6-10 pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

CLASS 3. Straight Framed Truck Mounted Vac Unit (separately powered); Trac Air Machine (without attachments); Rollers - Five Ton and Under on Earth and Gravel; Form Graders; Bulk Cement Plant; Oilers; and Starting Engineer on Pipeline or Construction (3 - 5 pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscape work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: July 5, 2018

From: Michael Guerra, City Engineer

AGENDA ITEM: Resolution No. 104-18/19 for the Agreement between the City and DMGL, Inc for Broadway Farms

AGENDA DATE REQUESTED: July 9, 2018

ACTION REQUESTED: To approve the resolution for the approval of the agreement between the City of Pekin and DMGL, LLC, for the area known as Broadway Farms

DESCRIPTION: The City of Pekin has been working with DMGL, LLC. for several years with regards to failed storm sewers and erosion from storm water on their property known as Broadway Farms. As the result of possible ligation against the City for failed storm water infrastructure, the City Council approved a drainage study with Midwest Engineering Associates to review the drainage basin in 2012. The study identified all locations in need of repair and opinions of probable costs for those repairs. After the completion of the study, the City has been in negotiations with DMGL, LLC. to define the extent of repairs that will be made to the system. This agreement is the culmination of the discussions that have occurred. This agreement provides for repairs and modifications to the storm water infrastructure and re-defines the easements for repairs.

FINANCIAL IMPACT:

This agreement will obligate the City to perform necessary repairs that are estimated to be \$1.17 Million. In anticipation of this agreement and to construct the detention pond for Cambridge and Shire, the City borrowed \$1.4 million dollars with \$840,000 remaining for this agreement.

NEIGHBORHOOD CONCERNS: This agreement will improve the storm water quality and provide for additional flood control with a detention pond. This agreement will also repair locations of collapsed storm sewer and manholes that have threaten building foundations and created hazardous ravines.

IMPACT IF APPROVED: The agreement will be approved and the possible litigation will be settled.

IMPACT IF DENIED: The agreement will not be approved and the possibility of litigation will still exist.

ALTERNATIVES: N/A

RELATED TO EFFICIENCY STUDY: N/A	
RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2 boxes. Copy this check mark √ and paste it to the left of the relevant theme.]	
	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
√	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
	A High Quality of Life. To support or provide services that improve the quality of life for Pekin’s residents.
	An Effective Government. To deliver effectively the services that Pekin’s residents want, need, and are willing to support.
REQUIRED SIGNATURES	
Department Directors and City Staff: Date: _____	
Finance Department (Certification of Availability of Funds): Date: _____	
City Manager: Date: _____	

**Resolution No. 104-18/19 Approving the Agreement between the City of Pekin and
DMGL, LLC.**

MAYOR

ATTEST:

CITY CLERK

RESOLUTION NO. _____**RESOLUTION APPROVING AGREEMENT
BETWEEN THE CITY OF PEKIN AND DMGL, LLC.**

WHEREAS, the City of Pekin ("City") is in dispute with the DMGL, LLC regarding the responsibility and maintenance of the storm water facilities on the property known as Broadway Farms; and

WHEREAS, the City conducted a Drainage Study in 2012 to investigate all storm water issues for the basin; and

WHEREAS, the City and DMBL have been in negotiations to resolve all issues; and

WHEREAS, the City has determined it is in the best interest of both parties to settle the dispute pursuant to and in the form of the Agreement attached hereto; and

WHEREAS, the Mayor and City Clerk are authorized to approve the Settlement Agreement;

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

Section 1. The terms of the Agreement attached are hereby approved and deemed acceptable.

Section 2. The Mayor and City Clerk are hereby authorized and directed, respectively, to execute and attest the Agreement on behalf of the City together with such changes therein as the Mayor in his discretion deems appropriate to achieve the desired purpose of this Resolution.

PASSED BY THE CITY COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS, IN REGULAR AND PUBLIC SESSION THIS _____ DAY OF _____, 2018.

APPROVED:

Mayor

ATTEST:

City Clerk

AGREEMENT

This Agreement is entered into by and between the City of Pekin, Tazewell and Peoria Counties, Illinois, an Illinois Municipal Corporation (CITY) and DMGL, LLC, an Illinois Limited Liability Company (DMGL).

RECITALS:

WHEREAS, DMGL is the owner of the following described real estate located within the City of Pekin, Illinois (hereinafter referred to as BROADWAY FARMS):

A part of the Southeast Quarter of Section 36, Township 25 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois, more particularly described as follows: Commencing at the Southwest corner of the Southeast Quarter of Section 36; thence Easterly along the South line of said Section 36 a distance of 608.45 feet to a point; thence Northerly along a line parallel to the West line of said Southeast Quarter a distance of 33.00 feet to the North R.O.W. line of Broadway Avenue; thence Easterly along the said North R.O.W. line a distance of 722.00 feet to the Point of Beginning of the tract to be described; thence Northerly along a line parallel to the West line of said Southeast Quarter a distance of 660 feet to a point; thence Easterly a distance of 437.63 feet along a line that makes an angle of 79 degrees 17 minutes 06 seconds with the prolongation of the last described course to a point; thence Southerly 741.59 feet along a line parallel to the West line of said Southeast Quarter to a point on the North R.O.W. line of Broadway Avenue; thence Westerly along said R.O.W. line 430.00 feet to the Point of Beginning; containing 6.918 acres, sometimes referred to as "Tract 2"; ALSO,

A part of the Southeast Quarter of Section 36, Township 25 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois, more particularly described as follows: Commencing at the Southwest corner of Southeast Quarter of Section 36, thence Easterly along the South line of Section 36 a distance of 608.45 feet to a point; thence Northerly along a line parallel to the West line of said Southeast Quarter a distance of 723.00 feet to the place of beginning of the tract to be described; thence Westerly along a line parallel to the South line of the said Southeast Quarter a distance of 310.00 feet; thence Northerly along a line parallel to the West line of the said Southeast Quarter a distance of 604.34 feet, to a point on the North line of the South Half of the said Southeast Quarter; thence Easterly along the North line of the South Half of the said Southeast Quarter a distance of 2352.29 feet, to a point on the East line of the said Southeast Quarter; thence Southerly along the East line of the

said Southeast Quarter 436.85 feet to a point, said point being 883.00 feet North of the South line of said Southeast Quarter; thence Westerly along a line parallel with the South line of said Southeast Quarter a distance of 500.00 feet to a point; thence Southerly along a line parallel with the East line of said Southeast Quarter a distance of 35.00 feet to a point; thence Southwesterly a distance of 831.33 feet along a line that makes an angle of 78 degrees 52 minutes 02 seconds with the prolongation of the last described course to a point; thence Northwesterly a distance of 722.64 feet along a line that forms an angle of 13 degrees 07 minutes 21 seconds with the prolongation of the last described course 722.64 feet to the point of beginning; containing 29.925 acres, sometimes referred to as "Tract 5."

ALSO,

A part of the Southeast Quarter of Section 36, Township 25 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois, more particularly described as follows: Commencing at the Southwest corner of Southeast Quarter of Section 36, thence Easterly along the South line of said Section 36 a distance of 608.45 feet to a point; thence Northerly along a line parallel to the West line of said Southeast Quarter a distance of 33.00 feet to the North R.O.W. line of Broadway Avenue, and the Point of Beginning of the tract to be described; thence Northerly along a line parallel to the West line of said Southeast Quarter a distance of 690.00 feet to a point; thence Easterly a distance of 722.64 feet along a line that forms an angle of 92 degrees 24 minutes 28 seconds with the prolongation of the last described course to a point; thence Southerly 660.00 feet along a line parallel to the West line of said Southeast Quarter to a point on the North R.O.W. line of Broadway Avenue; thence Westerly along said North R.O.W. line 722.00 feet to the Point of Beginning; except that part heretofore conveyed to The Herget National Bank of Pekin, as Trustee, and recorded in Book 2026 at page 288 on October 14, 1976, containing approximately 1.6 acres, sometimes referred to as the remainder of "Tract 1";

EXCEPTING THEREFROM, a strip of ground 54 feet in width in part of the Southeast Quarter of Section 36, Township 25 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois, further described as follows: Commencing at the Southwest corner of the Southeast Quarter of said Section 36; thence North 90 degrees 00 minutes 00 seconds East (bearings assumed for descriptive purposes only) along the South line of said Southeast Quarter a distance of 298.40 feet to a point; thence North 00 degrees 01 minutes 51 seconds West, a distance of 879.90 feet to the place of beginning of the parcel to be described; thence continuing North 00 degrees 01 minutes 51 seconds West, a distance of 54.09 feet to a point; thence South 86 degrees 39 minutes 33 seconds East, a distance of 290.50 feet to a point; thence along a curve convex to the North having a

radius of 1631.35 feet, a chord length of 202.97 feet, a chord bearing of South 83 degrees 05 minutes 33 seconds East, for an arc length of 203.10 feet to a point; thence South 79 degrees 31 minutes 33 seconds East, a distance of 207.00 feet to a point; thence along a curve concave to the South, having a radius of 436.82 feet, a chord length of 104.13 feet, a chord bearing of North 88 degrees 18 minutes 27 seconds East, for an arc length of 185.52 feet to a point; thence North 76 degrees 08 minutes 27 seconds East, a distance of 622.00 feet to a point; thence South 13 degrees 51 minutes 33 seconds East, a distance of 54.00 feet to a point; thence South 76 degrees 08 minutes 27 seconds West, a distance of 622.00 feet to a point; thence along a curve concave to the South having a radius of 490.82 feet, a chord length of 206.89 feet, a chord bearing of South 88 degrees 18 minutes 27 seconds West, for an arc length of 208.45 feet to a point; thence North 79 degrees 31 minutes 33 seconds West, a distance of 297.00 feet to a point; thence along a curve convex to the North, having a radius of 1577.35 feet, a chord length of 196.25 feet, a chord bearing of North 83 degrees 05 minutes 33 seconds West, for an arc length of 196.38 feet to a point; thence North 86 degrees 39 minutes 33 seconds West, a distance of 207.32 feet to the place of beginning.

WHEREAS, BROADWAY FARMS is encumbered with "Right of Way" granted to the City of Pekin and recorded on September 16, 1969, in Book 826, Page 24, Tazewell County Recorder of Deeds (hereinafter referred to as RIGHT OF WAY).

WHEREAS, the said "right-of-way" was granted to allow the City to operate and maintain an open channel drainage ditch for the purpose of providing drainage of storm water runoff to lands within the City.

WHEREAS, CITY has not performed maintenance upon the RIGHT OF WAY in recent years and as a result, the RIGHT OF WAY and BROADWAY FARMS have suffered substantial erosion and other damage.

WHEREAS, the City commissioned a study of the right-of-way and other drainage facilities entitled "Broadmoor Heights and Park Ridge Drainage Area Study" prepared by Midwest Engineering Associates dated November 2012, a copy of which is attached hereto as EXHIBIT A.

WHEREAS, CITY has constructed a storm sewer pipe on BROADWAY FARMS in between location #7 and #11 as shown on EXHIBIT A attached hereto for which there is no written or recorded Agreement (hereinafter referred to as PIPE). The PIPE has deteriorated and as a result of said deterioration, substantial erosion and other damage has occurred on BROADWAY FARMS at location #7 on EXHIBIT A.

WHEREAS, CITY has constructed or approved construction of other storm sewers and drainage facilities within, near or adjacent to BROADWAY FARMS which have deposited concentrated drainage of surface waters upon BROADWAY FARMS (hereinafter referred to as CONCENTRATED FLOW). As a result of the CONCENTRATED FLOW, the volume and rate of flow of surface waters upon, over and across BROADWAY FARMS has increased. The CONCENTRATED FLOW has resulted in erosion and other damage to BROADWAY FARMS. The location of the drainage inlets and routes are shown on EXHIBIT A attached hereto.

WHEREAS, DMGL has plans for future development and improvement of BROADWAY FARMS.

WHEREAS, the RIGHT OF WAY, PIPE and CONCENTRATED FLOW and erosion and damage resulting therefrom restrict the ability of DMGL to develop, improve, lease or sell BROADWAY FARMS.

WHEREAS, the parties hereto desire to resolve all issues and liability between them regarding the PIPE, RIGHT OF WAY and CONCENTRATED FLOW and the erosion and damage resulting therefrom.

IT IS THEREFORE AGREED:

1. **RECITALS.** The RECITALS as set forth above are incorporated into this Agreement.
2. **EFFECTIVE DATE.** This Agreement shall be effective on the last date of execution by the parties hereto (hereinafter referred to as EFFECTIVE DATE).
3. **IMPROVEMENTS TO BE CONTRUCTED BY CITY.** In consideration of the mutual covenants and agreements herein, CITY shall construct the improvements upon BROADWAY FARMS and upon neighboring properties as shown on the conceptual plans attached hereto as EXHIBIT B, EXHIBIT J and EXHIBIT K (hereinafter referred to as IMPROVEMENTS).
 - a. The schedule for IMPROVEMENTS is set forth on EXHIBIT C.
 - b. CITY warrants IMPROVEMENTS with a full warranty for two years from date of completion, with the improvements being deemed completed when all improvements within the stage as set forth in EXHIBIT C are completed.
 - c. CITY shall develop final detailed plans, drawings and specifications consistent with EXHIBIT B, EXHIBIT C, EXHIBIT J and EXHIBIT K (hereinafter referred to as FINAL PLANS) and submit the same to DMGL within 30 days of the EFFECTIVE DATE for objection or approval consistent with this Agreement. Any objection by DMGL to the FINAL PLANS shall be detailed and in writing and delivered to CITY within 30 days of receipt of the FINAL PLANS. If DMGL does

not object to the FINAL PLANS within 60 days after receipt thereof, then DMGL shall have waived objection to the FINAL PLANS. If DMGL objects to the FINAL PLANS, then the parties shall work to mutually resolve the objection. Failure of CITY to submit FINAL PLANS in compliance with EXHIBIT B, EXHIBIT C, EXHIBIT J and EXHIBIT K and this paragraph is a default under this Agreement.

- d. The IMPROVEMENTS shall include the construction needed to repair Location 1, Location 2, Location 3, Location 5, Location 6, Location 7, Location 8 (southern portion only), Location 9, Location 10 (and unauthorized drainage from doctor's office), Location 11, Location 12, and Location 13 as identified by EXHIBIT A.

4. GRANTS OF EASEMENTS BY DMGL. DMGL shall execute and deliver to CITY the following easements:

- a. A permanent easement for a storm sewer pipe in the location as depicted on EXHIBIT H as set forth in the FINAL PLANS. At least 10 days before CLOSING, CITY shall provide to DMGL the legal description for said easement, together with a plat of survey and staked corners on site. A copy of said Easement is attached hereto as EXHIBIT D.
- b. A permanent easement for channel, piped drainage and detention pond in the locations as depicted on EXHIBIT B as set forth in the FINAL PLANS. At least 10 days before CLOSING, CITY shall provide to DMGL the legal description for said easement, together with a plat

of survey and staked corners on site. A copy of said Easement is attached hereto as EXHIBIT E.

- c. Temporary easements for construction of the IMPROVEMENTS and for clearing and accessing the tree storage area as provided for in Paragraph 6 in the form(s) attached hereto as EXHIBIT F. At least 10 days before CLOSING, CITY shall provide to DMGL the legal description for said easements, together with a plat of survey and staked corners on site.
- d. A permanent easement for the Broadway Outlet Storm Sewer as constructed as shown at Location 9, Location 10 and Location 11 of EXHIBIT A. At least 10 days before closing the City shall provide to DMGL the legal description for said easement, together with a Plat of Survey of same.

5. RELEASE OF EASEMENTS BY CITY. CITY shall execute and deliver to DMGL a Release of the RIGHT OF WAY and all prescriptive and implied easements over and across BROADWAY FARMS (hereinafter referred to as EASEMENT RELEASES).

6. REMOVAL OF TREES. In order to construct the IMPROVEMENTS, CITY will remove trees and brush on BROADWAY FARMS as set forth in the FINAL PLANS. The following terms and conditions apply to the removal of trees and brush pursuant to the FINAL PLANS:

- a. **Removal of Trees.** CITY acknowledges and is aware that many of the trees that will be removed spread through their root system and that,

therefore, leaving stumps in place will not cause the permanent removal of the trees. Any location that requires complete removal of trees for future use and maintenance of the easements provided for herein will include plans to sufficiently remove the roots to prevent regrowth.

- b. Chipping.** No later than 30 days after CLOSING, DMGL shall select trees to be chipped and notify CITY of said selection in a commercially reasonable manner. CITY shall chip and store or blow the chippings on site as directed by DMGL.
- c. Harvest and Storage.** No later than 30 days after CLOSING, DMGL shall select trees to be harvested and notify CITY of said selection in a commercially reasonable manner. CITY shall harvest and store the trees on BROADWAY FARMS as directed by DMGL, which may include the removal and storage of limbs.
- d. Remaining Trees and Brush.** The remaining trees and brush shall be removed from BROADWAY FARMS by CITY.
- e. Notification of Storage Site.** Within 60 days of receipt of the FINAL PLANS or upon acceptance of the FINAL PLANS, whichever occurs first, , DMGL shall notify CITY of the location for on-site storage of the chips, trees and limbs.

7. FUTURE DEVELOPMENT OF BROADWAY FARMS.

- a. Extension of Cedar Street.** At the request of DMGL, CITY shall use reasonable efforts to acquire the dedication of or the acquisition of fee

simple title or right of way to extend Cedar Street southerly from its current terminus south of Willow Street to the north boundary line of BROADWAY FARMS.

- b. Relocation of Stoneybrook Drive.** Stoneybrook Drive is currently an unimproved dedicated street within BROADWAY FARMS, as dedicated by Deed of Dedication to the City of Pekin dated April 1, 1980, and recorded May 19, 1980, in Book 2399, Page 53, Tazewell County records. A public sanitary sewer is constructed within the dedicated street. CITY agrees to relocate the boundaries of the unimproved Stoneybrook Drive at the request of DMGL to the north or south or to abandon Stoneybrook Drive to accommodate future development of BROADWAY FARMS. Any relocation or abandonment shall preserve to CITY either a dedicated public street over the sanitary sewer existing at that time (or planned replacement sanitary sewer) or a similarly located permanent easement for sanitary sewer purposes. Relocation or abandonment shall be at no cost to DMGL and CITY shall not be required to pay any just compensation to DMGL for the land for the replacement street or easement. This paragraph refers only to the legal boundaries of the street or easement and does not intend to address the cost of improvements.
- c. Detention in Compliance with Law.** CITY agrees and warrants that the IMPROVEMENTS comply with all design criteria under federal, state and local law for drainage, erosion control and storm water

detention for development of BROADWAY FARMS for residential and commercial purposes now and in the future, as generally anticipated by the current zoning of BROADWAY FARMS and the conceptual plans as set forth on EXHIBIT G attached hereto. If on or before 10 years from the completion of the IMPROVEMENTS, the drainage and detention constructed pursuant to this agreement is not in compliance with federal, state or local law as a result of a change in the law or regulations or development outside the boundaries of BROADWAY FARMS subsequent to the EFFECTIVE DATE, CITY shall bear the expense of bringing the drainage and detention into compliance consistent with DMGL's then current and CITY approved planned uses consistent with the conceptual plans as set forth on EXHIBIT G.

- d. Reduced Impact Development.** City agrees that DMGL may utilize reduced impact development techniques consistent with accepted industry standards during development of BROADWAY FARMS, including, but not limited to, permeable pavements, reduced width street pavements, earth sheltered homes and businesses, and if such are in compliance with the City Code and applicable International Building Code at that time, the City will not object to or oppose reasonable variance requests and permits permissible by law applied for by DMGL to permit the use of reduced impact development techniques.

- e. Reduced Drainage from Broadmoor School.** CITY shall use reasonable efforts to secure cooperation from Pekin Public School District 108 to reduce the undetained drainage flow onto BROADWAY FARMS from the Broadmoor School property to the north of BROADWAY FARMS. City agrees that as a condition of any work or permit upon the property encompassed by the northern section of Location 8 as identified on EXHIBIT A, that the City shall cause the owner thereof to repair, detain or modify the drainage to prevent further erosion upon BROADWAY FARMS.
- f. Location of Drainage and Detention.** The drainage and detention shall be located in relation to Stoneybrook Drive and the underlying sanitary sewer easement such that the area between the drainage/detention and the Drive/easement shall be no less than the minimum lot depth required by zoning in place at the time of the approval of the FINAL PLANS by all parties hereto.
- g. Development along Broadway Road.** CITY agrees to permit DMGL to develop that portion of BROADWAY FARMS that abuts Broadway Road in a manner consistent with the conceptual plans attached hereto as EXHIBIT G consistent with the zoning in place at the time of development, including a public or private roadway over the box culvert as set forth in EXHIBIT B, and to grant such variances and permits permissible by law to permit such development.

h. Broadway Outlet Storm Sewer. CITY agrees that during the 2018 construction season it will construct the Broadway Outlet storm sewer as generally depicted as Location 9, Location 10 and Location 11 of EXHIBIT A.

8. COMPENSATION TO DMGL FOR DAMAGE TO BROADWAY FARMS.

CITY hereby admits that the PIPE and CONCENTRATED FLOW and RIGHT OF WAY upon BROADWAY FARMS have resulted in damage to BROADWAYS FARMS and DMGL and its predecessors in title. CITY shall remedy said damage by performing all of the covenants and conditions contained herein and by paying to DMGL the sum of \$85,000.00 Upon full performance by CITY of the covenants and conditions contained in paragraphs 3, 5 and 6 hereof and payment of the sum of \$85,000.00, DMGL shall execute a release and waiver to CITY for all damage accrued to BROADWAY FARMS and DMGL and caused by CITY in the form attached hereto as EXHIBIT I.

9. CLOSING. Thirty (30) days after approval or waiver by DMGL of the FINAL PLANS, the parties hereto shall conduct a closing at which all CITY DELIVERABLES and DMGL DELIVERABLES shall be delivered (hereinafter referred to as CLOSING). CLOSING shall be held at 410 Broadway, Pekin, Illinois.

a. City Deliverables. CITY shall deliver the following items to DMGL at CLOSING (herein referred to as CITY DELIVERABLES)

- EASEMENT RELEASES.

- Check in the amount of \$85,000.00 payable to DMGL pursuant to paragraph 8.

b. DMGL Deliverables. DMGL shall deliver the following items to CITY at CLOSING (herein referred to as DMGL DELIVERABLES)

- All easements provided for in paragraph 4.

10. DEFAULT AND ATTORNEY FEES: If either party fails to perform any obligation under this Agreement, (herein referred to as DEFAULT), the non-defaulting party shall give written notice of the DEFAULT to the defaulting party. If notice is properly given, and the defaulting party does not cure the default within 10 days of the notice, then the non-defaulting party may pursue any and all remedies permitted by law, whether in law or in equity, including specific performance of this Agreement. In the event either party DEFAULTS under the terms hereof making it necessary for the other party to incur attorney's fees in enforcing the terms of this Agreement through litigation, the successful party to the litigation shall be entitled to be reimbursed by the unsuccessful party to the litigation for the expenses and costs of litigation, including reasonable attorney's fees incurred by the successful party, and shall be entitled to a judgment for said expenses, costs and attorney's fees against the unsuccessful party to the litigation.

11. ASSIGNMENT AND RELEASE: DMGL shall have the right to assign its interest in this Agreement to any transferee of BROADWAY FARMS (or part thereof). DMGL shall give notice of said Assignment to CITY together with all required contact information for notices under paragraph 12. Upon transfer of

BROADWAY FARMS (or part thereof) and Assignment and Assumption of this Agreement by the transferee, CITY shall release DMGL from all liability hereunder assumed by the transferee.

12. NOTICES: Any notices or demands hereunder shall be in writing and shall be served 1) by personal delivery, or 2) by certified mail to CITY or DMGL at the following addresses:

CITY OF PEKIN
Attn: City Clerk
Address: 111 S. Capitol St., Pekin, IL 61554

DMGL, LLC
Attn: P. Blake Lippi
Address: 1512 N. 8th St., Pekin, IL 61554

A notice will be deemed to be received in 1), on the date of the actual receipt of the notice by the party entitled to the notice, and in 2), on the date of the mailing of the notice.

13. MISCELLANEOUS PROVISIONS:

- a. Warranties to Survive Closing:** Warranties, covenants and agreements contained herein are not canceled by the performance of the Agreement but shall survive the CLOSING of the transaction and completion of the IMPROVEMENTS.
- b. Entire Agreement:** The terms and conditions set forth in this instrument supersede all prior oral or written understandings and constitute the entire agreement between the parties.
- c. Headings, Gender, Etc.:** Paragraph headings are for convenience only and are not intended to limit or construe the provisions of any

paragraphs. Unless otherwise required by this Agreement, words imparting one gender include all genders and words imparting the singular number include the plural and words imparting the plural number include the singular.

- d. Binding on Successors in Interest:** This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.
- e. Execution of Documents:** Each of the parties agrees to execute any and all other documents or documentation as may be reasonably necessary to effectuate the intent hereof and to complete the performance of the covenants contained herein.
- f. Law Applicable:** This Agreement and the rights and obligations of the parties hereto shall be governed by the laws of the State of Illinois and venue shall lie in the Circuit Court of Tazewell County, Illinois.
- g. Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

Executed this ____ day of _____, 2018.

DMGL, LLC,

By _____
Its Manager

Executed this ____ day of _____, 2018, as authorized by
Resolution No. _____ adopted on _____ by the City Council of the
City of Pekin.

CITY OF PEKIN,

By _____
Its Mayor

ATTEST: _____
City Clerk



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: June 29, 2018

From: Michael Guerra, City Engineer

AGENDA ITEM: Supplemental MFT Resolution No.105-18/19 for Section 00-00164-SP

AGENDA DATE REQUESTED: July 9, 2018

ACTION REQUESTED: To approve the supplemental Motor Fuel Tax resolution for Section 00-00164-00-FP Broadway Rd. and Parkway Dr. Intersection in the amount of \$787,143.57

DESCRIPTION: This resolution is to authorize the use of Motor Fuel Tax (MFT) for the construction of the Broadway Road and Parkway Drive Intersection that was completed in 2008. During a recent compliance review of the use of MFT funding from IDOT it was discovered that there wasn't ever a resolution on file for the use of MFT funds for construction. Therefore this resolution is to retroactively authorize the use of the funding making the expenses eligible for MFT funding. This will not have an impact on the current budget as this money has already been spent and this is just a clerical action.

FINANCIAL IMPACT: There will be no additional financial impact as this money was spent in FY2009 and FY2012. This resolution is to authorize the use of MFT funding for the cost.

NEIGHBORHOOD CONCERNS: none

IMPACT IF APPROVED: The MFT funding already spent will be authorized to make it eligible to be spent on this project.

IMPACT IF DENIED: The MFT Funding used to pay for this project will be deemed ineligible and will have to be paid back.

ALTERNATIVES: Pay back the MFT Fund with General Funds

RELATED TO EFFICIENCY STUDY: N/A

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

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

A Safe Community. To protect community life and property by providing

	effective, principled police and fire services.
✓	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
	A High Quality of Life. To support or provide services that improve the quality of life for Pekin's residents.
	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.

REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

**Supplemental Motor Fuel Tax Resolution No. 105-18/19 for Section 00-00164-00-
SP Broadway Road and Parkway Drive Intersection**

MAYOR

ATTEST:

CITY CLERK



Resolution Number 	Resolution Type Supplemental	Section Number 00-00164-00-SP
----------------------------------	---------------------------------	----------------------------------

BE IT RESOLVED, by the Council of the City
Governing Body Type Local Public Agency Type
 of Pekin Illinois that the following described street(s)/road(s)/structure be improved un-
Name of Local Public Agency
 the Illinois Highway Code. Work shall be done by Contract
Contract or Day Labor

For Roadway/Street improvements:

	Name of Street(s)/Road(s)	Length (miles)	Route	From	To
+	Broadway Road	0.12	6761	Sta. 86+68.38	Sta. 93+00
+	Parkway Drive	0.29	6711	Sta. 26+80	Sta. 42+00

For Structures:

	Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed
+					

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of
Reconstruction and widening the intersection of Broadway and Parkway Drive. The work consist of PCC Base Course, curb and gutter, sidewalk, storm sewer and signal controls.

2. That there is hereby appropriated the sum of Seven hundred eighty seven thousand, one hundred forty three dollars and fifty seven cents Dollars (\$787,143.57) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Sue McMillan City Clerk in and for said City
Name of Clerk Local Public Agency Type Local Public Agency Type
 of Pekin in the State aforesaid, and keeper of the records and files thereof, as provided
Name of Local Public Agency
 statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by
Council of Pekin at a meeting held on July 09, 2018
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this day of July, 2018
Day Month, Year

(SEAL)

Clerk Signature

Approved

Regional Engineer
Department of Transportation

Date



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: July 5, 2018

From: Mark Rothert, Assistant City Manager

AGENDA ITEM: Resolution No. 106-18/19 Intergovernmental Agreement with Greater Peoria Mass Transit District

AGENDA DATE REQUESTED: July 9, 2018

ACTION REQUESTED: Approve Resolution No. 106-18/19 regarding an Intergovernmental Agreement with Greater Peoria Mass Transit District for 2018-2019 Transit Service in Pekin

DESCRIPTION: The City of Pekin and the Greater Peoria Mass Transit District (GPMTD) last entered into intergovernmental agreement in 2017 to provide public transportation in the city via fixed routes and ADA complimentary paratransit service. Pekin's transit system provides generally over 70,000 rides each year. Many of these riders are elderly, disabled, economically disadvantaged or without primary transportation.

The attached intergovernmental agreement is based on terms of the last agreement from 2017-2018. The following resolution provides authority for the Mayor to negotiate and enter into an agreement with GPMTD, which will take up a similar resolution at its July board meeting. The annual fiscal impact to the City is not to exceed \$205,000.

FINANCIAL IMPACT:

Amount:	\$205,000
Line item:	100-990-56590 (CityLink Contract)
Line item budget:	\$205,000
FY19 Year to Date Expenses as of 07/05/18 (unaudited):	\$0
Remaining Funds in line item:	\$205,000

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: Pekin is provided with public transportation

IMPACT IF DENIED: Pekin is not provided with public transportation

ALTERNATIVES: N/A

RELATED TO EFFICIENCY STUDY: N/A	
RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2 boxes. Copy this check mark ✓ and paste it to the left of the relevant theme.]	
	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
✓	A High Quality of Life. To support or provide services that improve the quality of life for Pekin’s residents.
	An Effective Government. To deliver effectively the services that Pekin’s residents want, need, and are willing to support.
REQUIRED SIGNATURES	
Department Directors and City Staff:	
Date: Finance Department (Certification of Availability of Funds): Date: City Manager: Date:	

Resolution No. 106-18/19
Intergovernmental Agreement with Greater Peoria Mass Transit District for 2018-2019 Transit Service in Pekin

WHEREAS, the City of Pekin and the Greater Peoria Mass Transit District (GPMTD) last entered into intergovernmental agreement in 2017 to provide public transportation in the city via fixed routes and ADA complimentary paratransit service; and

WHEREAS, Pekin's transit system provides generally over 70,000 rides each year; and

WHEREAS, many of these riders are elderly, disabled, economically disadvantaged or without primary transportation; and

WHEREAS, the Parties are agreeable to adopt a newly revised intergovernmental agreement to continue public transportation services for a one year term starting July 1, 2018 through June 30, 2019.

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

In the exercise of its home rule powers, that the Mayor of the City of Pekin is authorized to execute and enter into an Intergovernmental Agreement for Transit Services between the City of Pekin and the Greater Peoria Mass Transit District for the purposes of continuing transportation services in the city from July 1, 2018 to June 30, 2019.

MAYOR

ATTEST:

CITY CLERK

INTERGOVERNMENTAL AGREEMENT FOR TRANSIT SERVICES

WHEREAS, the City of Pekin (hereinafter referred to as "Pekin") desires to seek the benefits of having its Public Transit services for the City of Pekin provided by the Greater Peoria Mass Transit District; and

WHEREAS, Greater Peoria Mass Transit District has the power and authority granted to it in its enabling statute, The Local Mass District Act, 70 ILCS 3610/5(d), and the Intergovernmental Cooperation Act, 5 ILCS 220/5, to provide those services to the City of Pekin;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Pekin will make its best efforts during the contract period to assist Greater Peoria Mass Transit District in the provision of service to Pekin.

1. OVERALL SERVICE

Greater Peoria Mass Transit District understands the needs within Pekin and the requirements and responsibilities of the provider of transit services in working with the City officials. Greater Peoria Mass Transit District has ensured complete professionalism and cooperation regarding all aspect of overall city administration responsibilities and council requirements.

2. SERVICE LEVELS

Greater Peoria Mass Transit District will employ routes, hours, and frequencies, on days of the week that are outlined in Exhibit I. Any changes in times or routes would be mutually agreed by and between the parties and no changes to times or routes would be made without notice and approval by the City of Pekin.

3. VEHICLES

Greater Peoria Mass Transit District will provide the buses for the service and all of the maintenance for the vehicles.

4. ACQUISITIONS OF ASSETS AND EQUIPMENT

Greater Peoria Mass Transit District will provide all support equipment including spare parts, radios and cameras for the buses and other supplies.

5. OPERATIONAL ISSUES

A. Monitoring/Supervision

Greater Peoria Mass Transit District will utilize the same monitoring procedures that are in place for all other Greater Peoria Mass Transit District routes. This includes the use of the existing two-way communication system through Greater Peoria Mass Transit District dispatch and regular road supervision. Supervisors are equipped with communication units to ensure constant communication with the dispatcher and drivers. Providing an adequate network to support the efforts of drivers as they serve the public is essential. Greater Peoria Mass Transit District's continuing philosophy is to staff its supervisory ranks at a level that will allow for availability of professional supervisory personnel whenever and wherever they are needed. The supervisor will also provide first response to vehicle accidents and incidents, assist trip movements, monitor driver's proficiency, assist in customer service issues and provide information, investigate customer complaints and verify and document operating performance.

B. Dispatching

Greater Peoria Mass Transit District proposes to utilize its existing dispatchers to handle normal dispatching duties for the service in Pekin. Dispatchers are the managers of the road operations and as such are responsible for knowing the conditions of the street operation on a vehicle-by-vehicle, minute-by-minute basis. Greater Peoria Mass Transit District's dispatching center is housed at its maintenance

facility in Peoria. This is to ensure a completely calm and professional work area and to afford ease of communication with each operator including the ones servicing Pekin.

C. Manpower

Greater Peoria Mass Transit District will provide all personnel, needed to successfully operate transit service for the City of Pekin. Greater Peoria Mass Transit District will use good faith efforts to comply with all federal, state and local employment regulations and to supply all required state and local permits in addition to ensuring that all drivers are properly licensed for the service. Employees of a service organization, especially those with regular contact with passengers, can literally make or break the quality reputation of the service. It is important that employees providing transit service to Pekin understand not only that the community values the service they provide, but that they are valued as well. As an organization Greater Peoria Mass Transit District creates an environment that celebrates the importance of employee effort and contributions. Greater Peoria Mass Transit District relies on a screening process that includes well-defined descriptions of job duties, acceptable hiring standards, selection criteria that identify the best employees and a strict adherence to the process which makes it all work.

6. FACILITIES

Greater Peoria Mass Transit District shall store the buses at its maintenance facility at 2105 NE Jefferson Avenue, Peoria Illinois 61603-3587, or at a secured location owned or maintained by the District.

7. VEHICLE MAINTENANCE

Greater Peoria Mass Transit District proposes to provide all vehicle maintenance. To achieve Greater Peoria Mass Transit District's goal of maintaining a positive image for the service, it will be imperative that vehicles be well maintained, minimizing any potential for breakdowns. To build customer ridership, service must be dependable, clean and comfortable. Preventive maintenance on the vehicle will take place between 5500 and 6000 miles. This work will also be done at Greater Peoria Mass Transit District's maintenance facility.

8. ADA PARATRANSIT SERVICE

Greater Peoria Mass Transit District will comply with all the requirements of the Americans with Disabilities Act (ADA) as they pertain to the delivery of demand response services in Pekin. In keeping with that commitment Greater Peoria Mass Transit District is proposing to employ two separate vehicles operated by GPMTD's ADA service provider for ADA paratransit trips within Pekin service area.

A. Paratransit Eligibility

Greater Peoria Mass Transit District will use the same ADA eligibility procedure that is currently utilized in Peoria. Pekin residents shall obtain an ADA application through Greater Peoria Mass Transit District's Mobility Director's office or through the District's website. This procedure would entail submission of a completed application to the Greater Peoria Mass Transit District and an assessment and monitoring performed by OSF. No additional staff would be required. Individuals in Pekin that desire to use paratransit service will be required to register with the Greater Peoria Mass Transit District and will be subject to regular recertification as required by FTA or federal law.

B. ADA Reservation Calls

ADA reservation trips can be scheduled by calling 309-999-3667.

9. SAFETY SUPPORT

Greater Peoria Mass Transit District implements extensive and comprehensive safety programs throughout its operation. Greater Peoria Mass Transit District will in its operation of Pekin service incorporate all safety programs and practices in service delivery to the City of Pekin.

10. FARE HANDLING/ MONEY COUNTING

All fares will be collected and retained by the Greater Peoria Mass Transit District. Fares charged in Pekin will be the same as fares charged for regular route service (currently \$1.00 per trip) and ADA paratransit service (currently \$2.00 per trip) throughout the Greater Peoria Mass Transit District service area.

11. CUSTOMER SERVICE

A. Phone Calls

The Greater Peoria Mass Transit District telephone operator will essentially serve as the first point of contact for all callers and residents requesting transit service in Pekin. Thus, it is imperative that each call be conducted in a polite, courteous and professional manner, as this experience will often determine the persons overall impression of the entire system. Greater Peoria Mass Transit District will utilize existing Greater Peoria Mass Transit District and ADA service provider telephone staff to handle fixed route or ADA paratransit calls for Pekin.

B. Customer Response

Customer service feedback shall be responded to promptly and courteously. Customer comments are generally received from the following sources: telephone, written, personal contact and surveys.

C. Pass Sales

Greater Peoria Mass Transit District will continue to sell passes at a series of locations in Pekin where passes can be sold similar to those that exist in Peoria. The Transit Center also sells passes that Pekin riders could purchase.

12. TRAINING

Greater Peoria Mass Transit District will continue an extensive training program of its drivers, road supervisors, dispatchers, telephone operators, and maintenance and customer service personnel. This training will concentrate on familiarizing Greater Peoria Mass Transit District employees with the current routes and schedules, the street network in Pekin and the location of major generators along the routes.

13. INDEMNITY

Greater Peoria Mass Transit District agrees to indemnify and hold harmless the City of Pekin against any and all liabilities and damages as a result of claims, suits or good faith settlements agreeable to the Greater Peoria Mass Transit District or settlements arising out of or alleged to have arisen out of the negligence of Greater Peoria Mass Transit District for the services provided under the Agreement.

14. CONTRACT TERM

This proposal shall start on July 1, 2018 and expire June 30, 2019. Notice of the election to not renew shall be given by the City of Pekin at least one hundred and twenty (120) days prior to the end of the current contract term. In the event the parties cannot reach an agreeable contract price, the agreement may be terminated upon thirty (30) days' notice. Either part during any point in the contract, shall have the right to terminate this agreement and service, upon sixty days (60) written notice to the other party.

15. COST

The City of Pekin agrees to pay Greater Peoria Mass Transit District through the following calculation:

1. GPMTD's variable costs associated for each mile of service provided to the City of Pekin shall be tabulated;
2. GPMTD's variable costs associated for each "Connector Mile" to the City of Pekin shall be tabulated and discounted by 50%;
3. Both the variable costs for service in the City of Pekin and the discounted costs related to "connector" miles shall be aggregated to form a "Basis for Service Fee", with the amount of farebox revenues being credited to the City of Pekin based on its portion of actual ridership.
4. Due to Downstate Operating Assistance Program (DOAP) funding that GPMTD receives annually from the State of Illinois to cover sixty-five (65%) of operating costs, the Basis for Service Fee shall further be

discounted by that annual percentage 65% to arrive at a “Final Service Fee” which the City of Pekin shall pay on a quarterly basis.

5. Should additional Section 5310 funding for Enhanced Mobility of Seniors & Individuals with Disabilities become available, GPMTD and the City of Pekin shall work together to obtain such funding to enhance any GPMTD’s paratransit operations that serve the City of Pekin.
6. Notwithstanding the above calculations, any payment made by the City to the GPMTD on an annual basis shall not exceed \$205,000.

If the City of Pekin does not have available funds or is not willing to expend funds to cover the allocated cost, the parties will negotiate in good faith to determine if a contract price agreeable to both parties can be achieved.

16. BUS STOP MAINTENANCE

1. The Greater Peoria Mass Transit District may provide the transit benches, transit shelters and/or pickup/drop-off facilities (“Bus Stop Improvements”). The City of Pekin is responsible to receive any written approval prior to beginning the installation and construction of the Bus Stop Improvements from applicable parties.
2. The City of Pekin will install, construct, maintain and remove all improvements (i.e. concrete foundations) and landscaping necessary for the Bus Stop Improvements located throughout the City of Pekin, IL.
3. The City of Pekin shall maintain the Bus Stop Improvements in a state of good quality and repair, and in compliance with any and all applicable laws, regulations.

17. REVIEW OF RECORDS and BOOKS

The books and records of GPMTD are available for inspection by the City of Pekin.

City of Pekin

Greater Peoria Mass Transit District

By: _____
John McCabe, Mayor

By: _____
Art Bell, Chair

Date: _____

Date: _____

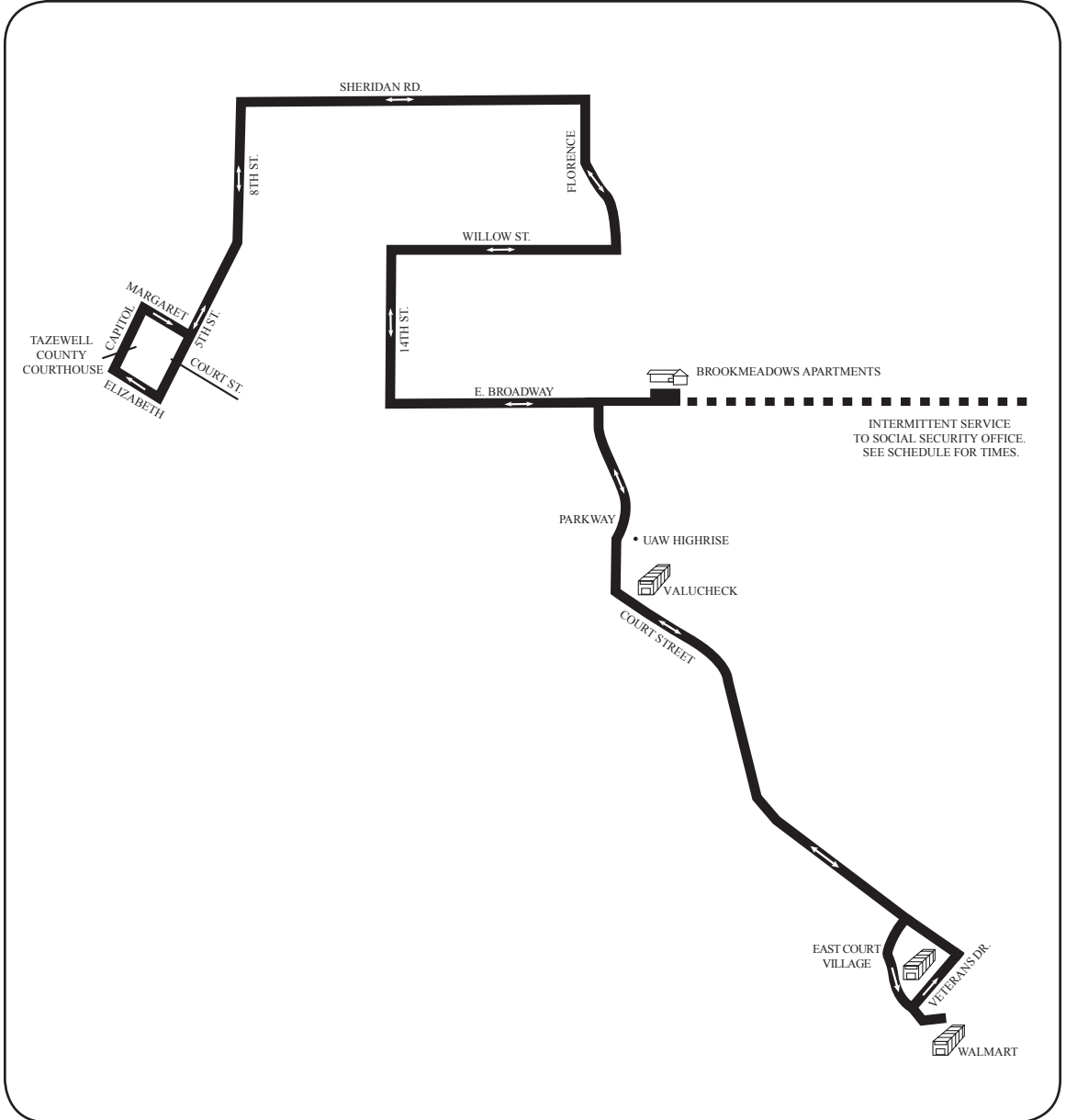
EXHIBIT I

Service in the City of Pekin generally includes the following from 7:45 A.M. to 5:40 P.M. on Monday through Friday (No Saturday or Sunday service):

- Pekin to Peoria Connector Route
- North Pekin Route (see map and schedule below)
- South Pekin Route (see map and schedule below)
- ADA complimentary paratransit service

Frequency:	Pekin to Peoria Connector Route	12 x a day
	North Pekin Route (see map and schedule below)	11 1-hour routes a day
	South Pekin Route (see map and schedule below)	11 1-hour routes a day
	ADA complimentary paratransit service	anywhere from ¾ mile of a fixed route

17 #17-Pekin North



Attachment: Pekin-GPMTD Intergovt'l Service Agreement 2018-2019 (1466 : Resolution No. 106-18/19

#17-PEKIN NORTH

Times are approximate and may vary
due to weather, road, and traffic conditions.

LEAVE COURTHOUSE	SHERIDAN & FLORENCE	SOCIAL SECURITY OFFICE	BROOK MEADOWS APT	UAW SENIOR CITIZENS HIGHRISE	ARRIVE WALMART	LEAVE WALMART	UAW SENIOR CITIZENS HIGHRISE	SOCIAL SECURITY OFFICE	BROOK MEADOWS APT	SHERIDAN & FLORENCE	ARRIVE COURTHOUSE
MONDAY thru FRIDAY											
6:45	6:51		6:59	7:01	7:06	7:10	7:17		7:19	7:26	7:33
7:45	7:51		7:59	8:01	8:06	8:10	8:17		8:19	8:26	8:33
8:45	8:51	9:00	9:01	9:03	9:08	9:10	9:17		9:19	9:26	9:33
9:45	9:51		9:59	10:01	10:06	10:10	10:17	10:20	10:21	10:28	10:35
10:45	10:51	11:00	11:01	11:03	11:08	11:10	11:17		11:19	11:26	11:33
11:45	11:51		11:59	12:01	12:06	12:10	12:17	12:20	12:21	12:28	12:35
12:45	12:51	1:00	1:01	1:03	1:08	1:10	1:17		1:19	1:26	1:33
1:45	1:51		1:59	2:01	2:06	2:10	2:17	2:20	2:21	2:28	2:35
2:45	2:51		2:59	3:01	3:06	3:10	3:17		3:19	3:26	3:33
3:45	3:51		3:59	4:01	4:06	4:10	4:17		4:19	4:26	4:33
4:45	4:51		4:59	5:01	5:06	5:10	5:17		5:19	5:26	5:33G

NOTE: The outbound #17 becomes the #18 inbound at Walmart.
The inbound #18 becomes the #17 outbound at the courthouse.

LIGHTFACE denotes A.M. times **BOLDFACE** denotes P.M. times

All Seniors (65 & older) pay 50¢ per ride.

SENIORS ages 65 and older ride for \$0.50 each ride

Effective January 1, 2016, Seniors (age 65 and older) pay \$0.50 CASH FARE for each ride. There are no longer different fares for seniors between PEAK and NON-PEAK times; and free rides for seniors during NON-PEAK times have been eliminated.

To be eligible for the \$0.50 CASH FARE, Seniors must present a valid State ID or CityLink Half-Fare ID card.

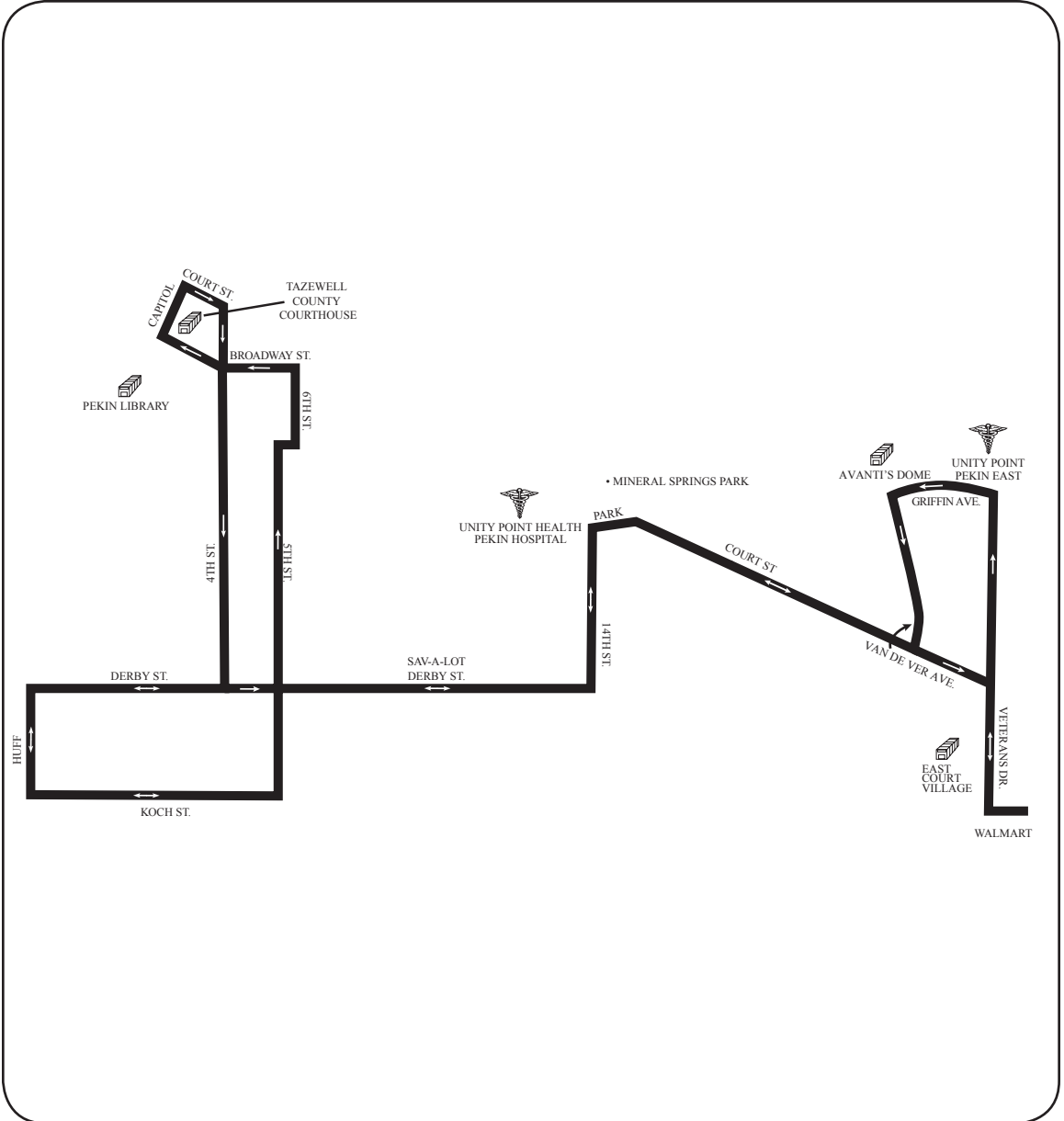
Transfers were also discontinued so passengers have to pay a cash fare for each ride, unless they are using a Day Pass or a 30-Day Pass, which provide unlimited rides (discounts are not provided for these passes.)

This change is more convenient for Senior passengers, reduces confusion and opportunities for conflicts with operators. Benefit Access RIDE FREE program is available for eligible Senior residents of Illinois. Contact the Central Illinois Agency on Aging at (309) 674-2017 for more information.



18

#18 -Pekin South



Attachment: Pekin-GPMTD Intergovt'l Service Agreement 2018-2019 (1466 : Resolution No. 106-18/19

#18-PEKIN SOUTH

Times are approximate and may vary
due to weather, road, and traffic conditions.

LEAVE COURTHOUSE	HOFF & DERBY ST	DERBY & 11TH STREET	DERBY & 14TH STREET	14TH STREET & PARK	ARRIVE WALMART	LEAVE WALMART	UNITY POINT PEKIN EAST	PARK & 14TH STREET	14TH STREET & DERBY	DERBY STREET & 11TH STREET	HOFF & DERBY	ARRIVE COURTHOUSE
MONDAY thru FRIDAY												
6:45	6:52	6:57	6:58	6:59	7:03	7:12	7:14	7:21	7:22	7:23	7:28	7:35
7:45	7:52	7:57	7:58	7:59	8:03	8:12	8:14	8:21	8:22	8:23	8:28	8:35
8:45	8:52	8:57	8:58	8:59	9:03	9:12	9:14	9:21	9:22	9:23	9:28	9:35
9:45	9:52	9:57	9:58	9:59	10:03	10:12	10:14	10:21	10:22	10:23	10:28	10:35
10:45	10:52	10:57	10:58	10:59	11:03	11:12	11:14	11:21	11:22	11:23	11:28	11:35
11:45	11:52	11:57	11:58	11:59	12:03	12:12	12:14	12:21	12:22	12:23	12:28	12:35
12:45	12:52	12:57	12:58	12:59	1:03	1:12	1:14	1:21	1:22	1:23	1:28	1:35
1:45	1:52	1:57	1:58	1:59	2:03	2:12	2:14	2:21	2:22	2:23	2:28	2:35
2:45	2:52	2:57	2:58	2:59	3:03	3:12	3:14	3:21	3:22	3:23	3:28	3:35
3:45	3:52	3:57	3:58	3:59	4:03	4:12	4:14	4:21	4:22	4:23	4:28	4:35
4:45	4:52	4:57	4:58	4:59	5:03	5:12	5:14	5:21	5:22	5:23	5:28	5:35G

NOTE: The Avanti's Dome and Unity Point Pekin East facility will be served on the inbound #18 only.
The outbound #18 becomes the inbound #17 at Walmart.
The inbound #17 becomes the #18 outbound at the courthouse.

LIGHTFACE denotes A.M. times

BOLDFACE denotes P.M. times

All Seniors (65 & older) pay 50¢ per ride.

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TRANSPORTATION
ASSOCIATION



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: June 27, 2018

From: Mark Rothert, Assistant City Manager

AGENDA ITEM: Redevelopment Agreement with Gordon Pari for Project in Southern Industrial Park TIF District

AGENDA DATE REQUESTED: July 9, 2018

ACTION REQUESTED: Approve redevelopment agreement with Gordon Pari for proposed development in the Southern Industrial Park TIF District

DESCRIPTION: Mr. Gordon Pari owns parcel 04-10-03-103-008, commonly known as 515 Main Street, Pekin, IL 61554, and has an interest to construct a 3,300 square foot commercial building on the property to increase warehousing capacity that he needs to operate his e-commerce business (examples of similar buildings are attached). His total project costs exceed \$160,000.

Pari was attracted to build in the City of Pekin because of development incentives available through the Southern Industrial Park Conservation Area (SIPCA) TIF District and Enterprise Zone. His property is located in both.

Pari is only seeking assistance for an amount that is equal to what he would have received if his property were only in the Enterprise Zone. The Enterprise Zone automatically provides a 5 year property tax abatement. If an Enterprise Zone and TIF district overlay each other (which they do in Mr. Pari's situation), the 5 year tax abatement is negated, per state law.

That being the case, Mr. Pari is therefore requesting an equalized incentive through the TIF District. The City, working with its TIF administrators, have calculated this five year incentive amounting to a total of \$20,494.

Staff recommends approval of the agreement as the City will benefit in the following ways by:

1. Actively supporting a local business engaged in the new economy (e-commerce)
2. Having a new building that will last years if not decades in the TIF district;
3. Increasing assessed valuation;
4. Realizing around \$40,000 in TIF increment through the remaining life of the TIF, once incentives are paid out after the first five years; and
5. Gaining some sales tax revenues through project as well.

FINANCIAL IMPACT: The incentives contemplated in the redevelopment agreement for this project will not be paid up-front with any available TIF funds. Rather, incentives for this project are designed so that the Developer's own future property tax payments are utilized for annual reimbursements of eligible costs for up to five years. Below is a schedule of future reimbursements from the SIPCA TIF District, as outlined in the attached redevelopment agreement: <table> <tr> <td>Year 1 in 2020 =</td> <td>\$4,098.80</td> </tr> <tr> <td>Year 2 in 2021 =</td> <td>\$4,098.80</td> </tr> <tr> <td>Year 3 in 2022 =</td> <td>\$4,098.80</td> </tr> <tr> <td>Year 4 in 2023 =</td> <td>\$4,098.80</td> </tr> <tr> <td>Year 5 in 2024 =</td> <td>\$4,098.80</td> </tr> <tr> <td>TOTAL =</td> <td>\$20,494.00*</td> </tr> </table> *This amount is an equivalent to what the Developer would have been automatically provided as a property tax abatement if his project were only in the Enterprise Zone. After the end of the five year reimbursement term, property taxes will then go into the City's SIPCA TIF fund.		Year 1 in 2020 =	\$4,098.80	Year 2 in 2021 =	\$4,098.80	Year 3 in 2022 =	\$4,098.80	Year 4 in 2023 =	\$4,098.80	Year 5 in 2024 =	\$4,098.80	TOTAL =	\$20,494.00*
Year 1 in 2020 =	\$4,098.80												
Year 2 in 2021 =	\$4,098.80												
Year 3 in 2022 =	\$4,098.80												
Year 4 in 2023 =	\$4,098.80												
Year 5 in 2024 =	\$4,098.80												
TOTAL =	\$20,494.00*												
NEIGHBORHOOD CONCERNS: N/A													
IMPACT IF APPROVED: The City will benefit by: 1. Actively supporting a local business engaged in the new economy (e-commerce) 2. Having a new building that will last years if not decades in the TIF district; 3. Having equalized assessed valuation increase; and 4. Realizing around \$40,000 in TIF increment through the remaining life of the TIF, once incentives are paid out after the first five years.													
IMPACT IF DENIED: Mr. Pari may decline to build his warehouse project in Pekin and instead relocate it to a different area or community.													
ALTERNATIVES: N/A													
RELATED TO EFFICIENCY STUDY: N/A													
RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2 boxes. Copy this check mark ✓ and paste it to the left of the relevant theme.]													
✓	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.												
	A Safe Community. To protect community life and property by providing effective, principled police and fire services.												

	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
	A High Quality of Life. To support or provide services that improve the quality of life for Pekin's residents.
	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.

REQUIRED SIGNATURES
Department Directors and City Staff:

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

**Redevelopment Agreement with Gordon Pari for Project in Southern Industrial
Park TIF District**

The Mayor and City Council of the City of Pekin, Tazewell County, Illinois, an Illinois home rule municipality (the “City”), have determined that this Redevelopment Agreement is in the best interest of the citizens of the City of Pekin.

THEREFORE, be it ordained by the Mayor and City Council of Pekin, Illinois, in the County of Tazewell, as follows:

1. The TIF Redevelopment Agreement with Gordon Pari (the “Developer”) attached hereto as Exhibit A is hereby approved.
2. The Mayor is hereby authorized and directed to enter into and execute on behalf of the City said Redevelopment Agreement and the City Clerk of the City of Pekin is hereby authorized and directed to attest such execution.
3. The Redevelopment Agreement shall be effective the date of its approval on the 9th day of July, 2018.
4. This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

MAYOR

ATTEST:

CITY CLERK

CITY OF PEKIN

PEKIN SOUTH INDUSTRIAL PARK CONSERVATION AREA TAX INCREMENT FINANCING DISTRICT REDEVELOPMENT AGREEMENT

by and between

CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS

and

GORDON PARI

JULY 9, 2018

TIF REDEVELOPMENT AGREEMENT
by and between
CITY OF PEKIN
and
GORDON PARI
PEKIN SOUTH INDUSTRIAL PARK CONSERVATION AREA TIF DISTRICT

THIS REDEVELOPMENT AGREEMENT (including Exhibits) is entered into this 9th day of July, 2018, by and between the City of Pekin (the “City”), an Illinois home rule municipality, Tazewell County, Illinois, and Gordon Pari (the “Developer”).

PREAMBLE

WHEREAS, the City has the authority to promote the health, safety and welfare of the City and its citizens, and to prevent the spread of blight and deterioration and inadequate public facilities, including sanitary sewer, by promoting the development of private investment in the marketability of property thereby increasing the tax base of the City and providing employment for its citizens; and

WHEREAS, Pursuant to 65 ILCS 5/8-1-2.5, a municipality may appropriate and expend funds for economic development purposes, including without limitation for commercial enterprises that are deemed necessary or desirable for the promotion of economic development within the community; and

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4 et seq., as amended (the “Act”), the City has the authority to provide incentives to owners or prospective owners of real property to redevelop, rehabilitate and/or upgrade such property by reimbursing the owner for certain costs from resulting increases in real estate tax revenues (“real estate tax increment”) or from other City revenues; and

WHEREAS, on October 22, 2012, recognizing the need to foster the development, expansion and revitalization of certain properties which are vacant, underutilized or obsolete or a combination thereof, the City approved a Tax Increment Financing Redevelopment Plan and Projects, designated a Redevelopment Area and adopted Tax Increment Financing as provided under the Act for the Pekin South Industrial Park Conservation Area TIF District (the “TIF District”); and

WHEREAS, one such property is located at 515 Main Street, Pekin, Illinois, PIN# 04-10-03-103-008, and is within the TIF District Redevelopment Project Area (the “Property”); and

WHEREAS, the Developer owns said Property and has plans to construct a 3,300 square foot commercial building located thereon (the “Project”), and is doing so based on the availability of TIF incentives offered by the City; and

WHEREAS, it is the intent of the City to encourage economic development which will increase the real estate tax base of the City, which increased incremental taxes will be used, in part, to finance incentives to assist development within the Tax Increment Financing District; and

WHEREAS, the Developer’s proposed Project is consistent with the TIF District Redevelopment Plan and Projects for the Redevelopment Project Area and further conforms to the land uses of the City as adopted; and

WHEREAS, pursuant to Section 5/11-74.4-4(b) of the Act, the City may make and enter into all contracts with property owners, developers, tenants, overlapping taxing bodies, and others necessary or incidental to the implementation and furtherance of the Redevelopment Plan; and

WHEREAS, pursuant to Section 5/11-74.4-4(j) of the Act, the City may incur project redevelopment costs and reimburse developers who incur redevelopment project costs authorized by a redevelopment agreement and further defined in Section 5/11-74.4-3(q) of the Act, including those Estimated TIF Eligible Project Costs as herein listed in the attached ***Exhibit "1"*** of this Redevelopment Agreement; and

WHEREAS, the Developer requested that incentives for the development be provided by the City from incremental increases in real estate taxes of the City generated within the TIF District and the City agreed to such incentives; and

WHEREAS, the City has determined that this Project required the incentives requested as set forth herein and that said Project will, as a part of the Plan, promote the health, safety and welfare of the City and its citizens by attracting private investment to prevent blight and deterioration and to generally enhance the economy of the City; and

WHEREAS, the City has reviewed the conditions of the Property and has reason to believe that the costs of the necessary public and private improvements to be incurred by the Developer in furtherance of the Project are eligible project costs under the Act and are consistent with the Redevelopment Plan of the City; and

WHEREAS, the Parties have agreed that the City shall reimburse the Developer the sum of **Twenty Thousand Four Hundred Ninety-Four Dollars (\$20,494.00)** as set forth below from the TIF District Special Tax Allocation Fund for reimbursement of a portion of the Developer's TIF Eligible Project Costs as described in ***Exhibit "1"*** attached hereto; and

WHEREAS, in consideration of the execution of this Agreement, the Developer is completing the Project as set forth in ***Exhibit "1"***; and

WHEREAS, the City is entering into this Agreement having encouraged and induced the Developer to proceed with the Project located on said Property.

AGREEMENTS

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt of which is acknowledged, agree as follows:

A. PRELIMINARY STATEMENTS

1. The Parties agree that the matters set forth in the recitals above are true and correct and form a part of this Agreement.
2. Any terms which are not defined in this Agreement shall have the same meaning as they do in the Act, unless indicated to the contrary.
3. The Developer shall remain in compliance with all municipal ordinances relating to property

development, property condition, zoning, subdivision and building codes. Failure to cure the violation of any such ordinance within thirty (30) days upon being provided written notice of the same by the City shall be cause for the City to declare the Developer in Default and unilaterally terminate this Agreement, except where such failure is not reasonably susceptible to cure within such 30-day period, in which case the Developer shall have such additional time to cure as is reasonably necessary, provided that the Developer has commenced such cure within such 30-day period and continues to diligently prosecute the same to completion.

4. The Developer shall complete the Project as described in ***Exhibit "1"*** attached hereto within sixteen (16) months from the date of execution of this Agreement, subject to extension due to Force Majeure (defined in *Section K* below). This Project shall be deemed complete when the commercial building located on the Property is complete and a certificate of occupancy has been issued.
5. Each of the Parties represents that it has taken all actions necessary to authorize its representatives to execute this Agreement.

B. ADOPTION OF TAX INCREMENT FINANCING

The City has created a Tax Increment Financing District known as the "Pekin South Industrial Park Conservation Area TIF District" which includes the Developer's Property. The City has approved certain Redevelopment Project Costs, including the types described in ***Exhibit "1"*** for the Developer's Project.

C. INCENTIVES

In consideration for the Developer completing the Project as set forth herein, the City agrees to extend to the Developer the following incentives to assist the Developer's Project:

1. The City shall reimburse the Developer for its TIF Eligible Project Costs as set forth in ***Exhibit "1"*** attached hereto and verified pursuant to *Section E* below the sum of **Twenty Thousand Four Hundred Ninety-Four Dollars (\$20,494.00)** from the City's TIF District Special Tax Allocation Fund. Provided the Developer has verified at least \$20,494.00 of TIF Eligible Project Costs pursuant to *Section E* below, such costs shall be reimbursed from the City to the Developer in the following manner:
 - a. The City shall reimburse the Developer the sum of \$4,098.80 on or before December 31, 2020.
 - b. The City shall reimburse the Developer the sum of \$4,098.80 on or before December 31, 2021.
 - c. The City shall reimburse the Developer the sum of \$4,098.80 on or before December 31, 2022.
 - d. The City shall reimburse the Developer the sum of \$4,098.80 on or before December 31, 2023.
 - e. The City shall reimburse the Developer the sum of \$4,098.80 on or before

December 31, 2024.

2. In no event shall the total reimbursements paid by the City to the Developer pursuant to this Agreement exceed \$20,494.00.

D. LIMITATION OF INCENTIVES TO DEVELOPER

1. In no event, shall the maximum cumulative reimbursements for the Developer's TIF Eligible Project Costs pursuant to *Section C* above exceed Twenty Thousand Four Hundred Ninety-Four Dollars (\$20,494.00) as set forth herein.
2. The Developer agrees to substantially complete the project, subject to Force Majeure, as defined below.

E. PAYMENT OF ELIGIBLE PROJECT COSTS

1. Payment to the Developer for TIF Eligible Project Costs as set forth by the Act, shall be made by a Requisition for Payment of Private Development Redevelopment Costs (***Exhibit "2"***, "Requisition") submitted from time to time by the Developer to the City's TIF Administrator Jacob & Klein, Ltd., with copy to The Economic Development Group, Ltd. (collectively the Administrator), and subject to the Administrator's approval of the costs and to the availability of funds in the TIF District Special Tax Allocation Fund.
2. All Requisitions must be accompanied by verified bills or statements of suppliers, contractors, or professionals together with mechanic's lien waivers (whether partial or full) from each of the parties entitled to a payment that is the subject of the Requisition as required by the City.
3. In order for the Developer to receive reimbursement of Eligible Project Costs for costs it has incurred in any year as set forth in *Paragraphs 1* and *2* above, the Developer must submit such proposed eligible costs to the City by March 1 of the following year. If there are no accumulated outstanding costs previously submitted and approved by the City and if the Developer does not submit such proposed eligible costs by this deadline, the Developer will forfeit reimbursement of such costs from the prior year's real estate tax increment to be paid in the current year. Any approved eligible costs submitted after this deadline will be eligible for reimbursement from the next year's real estate increment receipts.
4. Any real estate increment not required to be paid to the Developer under the terms of *Paragraph 3* above shall be available to the City for any purpose set forth in the Plan pursuant to the Act.
5. The Developer shall use such sums as reimbursement for Eligible Project Costs only to the extent permitted by law and the Act and may allocate such funds for any purpose for the term of this Agreement or the term of the TIF District, whichever is longer.
6. The Administrator shall approve or disapprove a Requisition by written receipt to the Developer within thirty (30) business days after receipt of the Requisition. Approval of the Requisition will not be unreasonably withheld. If a Requisition is disapproved by the Administrator the reasons for disallowance will be set forth in writing and the Developer

may resubmit the Requisition with such additional information as may be required and the same procedures set forth herein shall apply to such re-submittals.

7. All TIF Eligible Project Costs approved shall then be paid by the City from the TIF District Special Tax Allocation Fund to the Developer, or to others as directed by the Developer, pursuant to the Redevelopment Plan and as allowed by Illinois Law. Payment shall be made within forty-five (45) days after approval subject to the terms of this Agreement and after receipt of the increment generated by the Developer's Redevelopment Project from the County.
8. The Parties acknowledge that the determination of Eligible Project Costs, and, therefore, qualification for reimbursement hereunder are subject to changes or interpretation made by amendments to the Act, administrative rules or judicial interpretation during the term of this Agreement. The City has no obligation to the Developer to attempt to modify those decisions but will assist the Developer in every respect as to obtaining approval of Eligible Project Costs.
9. The Developer may submit for prior approval by the City as Eligible Project Costs under the Act estimates of costs before they are incurred subject to later confirmation by actual bills.

F. VERIFICATION OF TAX INCREMENT

1. It shall be the sole responsibility of the Developer or its designee to provide to the City, as requested in writing, copies of all PAID real estate tax bills, annually, for the Property.
2. The failure of Developer to provide any information required herein after written notice from the City, and the continued failure to provide such information within (30) days after such notice, shall be considered a material breach of this Agreement and shall be cause for the City to deny payments hereunder to the Developer, which payments are conditional upon receipt of the foregoing information.

G. LIMITED OBLIGATION

The City's obligation hereunder to pay the Developer for Eligible Project Costs is a limited obligation to be paid solely from the TIF District Special Tax Allocation Fund. Said obligation does not now and shall never constitute an indebtedness of the City within the meaning of any State of Illinois constitutional or statutory provision and shall not constitute or give rise to a pecuniary liability of the City or a charge or lien against any City fund or require the City to utilize its taxing authority to fulfill the terms of this Agreement.

H. LIMITED LIABILITY OF CITY TO OTHERS FOR DEVELOPER'S EXPENSES

There shall be no obligation by the City to make any payments to any person other than the Developer, nor shall the City be obligated to make direct payments to any other contractor, subcontractor, mechanic or materialman providing services or materials to the Developer for the Developer's Project.

I. COOPERATION OF THE PARTIES

1. The City and the Developer agree to cooperate fully with each other when requested to do so concerning the development of the Developer's Redevelopment Project. This includes without limitation the City assisting or sponsoring the Developer, or agreeing to jointly apply with the Developer, for any grant, award, subsidy or additional funding which may be available from other governmental sources as the result of the Developer's or City's activities. This also includes without limitation the Developer assisting or sponsoring the City, or agreeing to jointly apply with the City, for any grant, award, or subsidy which may be available as the result of the City's or the Developer's activities.
2. The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions, and certifications (and, in the City's case, the adoption of such ordinances and resolutions), as may be necessary or appropriate, from time to time, to carry out the terms, provisions, and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions, and intent.
3. The Parties shall cooperate fully with each other in seeking from any or all appropriate governmental bodies all approvals (whether federal, state, county or local) required or useful for the construction or improvement of property and facilities in and on the Property or for the provision of services to the Property, including, without limitation, wetland mitigation, gas, telephone, and electric utility services, roads, highways, rights-of-way, water and sanitary sewage facilities, and storm water disposal facilities.

J. DEFAULT; CURE; REMEDIES

In the event of a default under this Redevelopment Agreement by any party hereto (the "Defaulting Party"), which default is not cured within the cure period provided for below, then the other Party (the "Non-defaulting Party"), shall have an action for damages, or, in the event damages would not fairly compensate the Non-defaulting Parties for the Defaulting Party's breach of this Redevelopment Agreement, the Non-defaulting Party shall have such other equity rights and remedies as are available to them at law or in equity. Any damages payable by the City hereunder shall be limited to the real estate tax increment payable to the Developer under the terms of this Agreement.

In the event a Defaulting Party shall fail to perform a monetary covenant which it is required to perform under this Redevelopment Agreement, it shall not be deemed to be in default under this Redevelopment Agreement unless it shall have failed to perform such monetary covenant within thirty (30) days of its receipt of a notice from a Non-defaulting Party specifying that it has failed to perform such monetary covenant. In the event a Defaulting Party fails to perform any nonmonetary covenant as and when it is required to under this Redevelopment Agreement, it shall not be deemed to be in default if it shall have cured such default within thirty (30) days of its receipt of a notice from a Non-defaulting Party specifying the nature of the default, provided, however, with respect to those nonmonetary defaults which are not capable of being cured within such thirty (30) day period, it shall not be deemed to be in default if it commences curing within such thirty (30) day period, and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

K. TIME; FORCE MAJEURE

For this Agreement, time is of the essence. The Developer agrees to complete the Project within sixteen

(16) months from the date of execution of this Agreement. Failure to do so shall be cause for the City to declare the Developer in default and unilaterally terminate the Agreement. However, the Developer and the City shall not be deemed in default with respect to any obligations of this Agreement on its part to be performed if the Developer or City fails to timely perform the same and such failure is due in whole, or in part, to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, weather conditions wet soil conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnation, riots, insurrections, war, fuel shortages, accidents, casualties, Acts of God, acts caused directly or indirectly by the City (or the City's agents, employees or invitees) when applicable to Developer or third parties, or any other cause beyond the reasonable control of Developer or the City.

L. ASSIGNMENT

The rights (including, but not limited to, the right to payments contemplated by *Section C* of this Agreement) and obligations (or either of them) of the Developer under this Agreement shall be fully assignable by the Developer provided written notice is provided to the City and the City's consent is obtained prior to such assignment. The City's consent shall not be unreasonably withheld provided that the nature of the Project is not substantially changed, and further provided that the assignee is financially capable of fulfilling the obligations of the assignor. Further, no such assignment shall be deemed to release the assignor of its obligations to the City under this Agreement unless the consent of the City to the release of the assignor's obligations is first obtained.

M. WAIVER

Any party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless the party waiving such right of remedy does so in writing. No such waiver shall obligate such party to waive any right of remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided said party pursuant to this Agreement.

N. SEVERABILITY

If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

O. NOTICES

All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid addressed as follows:

TO CITY:

City Clerk, City of Pekin
 111 S. Capitol Street
 Pekin, IL 61554
 Telephone: (309) 477-2300
 Fax: (309) 346-2095

With Copy to:

Jacob & Klein, Ltd.
 The Economic Development Group, Ltd.
 1701 Clearwater Avenue
 Bloomington, IL 61704
 Telephone: (309) 664-7777
 Fax: (309) 664-7878

TO DEVELOPER:

Gordon Pari
 1612 Winged Foot Dr.
 Pekin, IL 61554

P. SUCCESSORS IN INTEREST

Subject to the provisions of *Section L*, above, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Q. NO JOINT VENTURE, AGENCY, OR PARTNERSHIP CREATED

Neither anything in this Agreement nor any acts of the parties to this Agreement shall be construed by the parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such parties.

R. INDEMNIFICATION OF CITY

It is the understanding of the Parties that the position of the Illinois Department of Labor is that the Illinois Prevailing Wage Act does not apply to TIF increment received by developers as reimbursement for private TIF Eligible Project Costs. This position of the Department of Labor is stated as an answer to a FAQ on its website at: <http://www.illinois.gov/idol/FAQs/Pages/prevailing-wage-faq.aspx>. The Developer shall indemnify and hold harmless the City, and all City elected or appointed officials, officers, employees, agents, representatives, engineers, consultants and attorneys (collectively, the Indemnified Parties), from any and all claims that may be asserted against the Indemnified Parties or one or more of them, in connection with the applicability, determination, and/or payments made under the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et. seq.), the Illinois Procurement Code, and/or any similar State or Federal law or regulation. In addition, the Developer agrees to indemnify and hold harmless the City for any claim asserted against the City arising from the Developer's Project and/or this Agreement. This obligation to indemnify and hold harmless obligates Developer to defend any such claim and/or action, pay any liabilities and/or penalties imposed, and pay all defense costs of City, including but not limited to the reasonable attorney fees of City.

S. ENTIRE AGREEMENT

The terms and conditions set forth in this Agreement and exhibits attached hereto supersede all prior oral and written understandings and constitute the entire agreement between the City and the Developer with respect to the subject matter hereof.

T. TITLES OF PARAGRAPHS

Titles of the several parts, paragraphs, sections or articles of this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any provisions hereof.

U. WARRANTY OF SIGNATORIES

The signatories of Developer warrant full authority to both execute this Agreement and to bind the entity in which they are signing on behalf of.

V. TERM OF THE AGREEMENT

Notwithstanding anything contained herein to the contrary, this Agreement shall expire upon the Developer receiving all incentives included herein. The Agreement shall expire sooner if the Developer files for bankruptcy or otherwise becomes insolvent, the Property becomes the subject of foreclosure proceedings or upon default by the Developer of this Agreement.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Pekin, Illinois.

City
Pekin, Illinois, a Municipal Corporation.

BY: _____
Mayor, City of Pekin

ATTEST:

City Clerk, City of Pekin

DEVELOPER
Gordon Pari

BY: _____
Gordon Pari

H:\PEKIN\South Ind TIF\Agreements\RDA\Gordon Pari\Pekin So Ind TIF_Gordan Pari_RDA_25 June 2018.npd

EXHIBIT 1

SUMMARY OF ESTIMATED TIF ELIGIBLE PROJECT COSTS

Gordon Pari

Pekin South Industrial Park Conservation Area TIF District, City of Pekin, Tazewell County, Illinois

Project Description: The Developer plans to construct a 3,300 square foot commercial building located on the Property.

Location: 515 Main Street, Pekin, IL 61554

Parcel Numbers: 04-10-03-103-008

Estimated TIF Eligible Project Costs:

Land Acquisition	\$25,066.00
Site Preparation, Clearing & Grading	\$6,500.00
Professional Fees (Architectural, Accounting, Legal, Engineering, etc.)	\$3,450.00
Total <i>Estimated</i> TIF Eligible Project Costs	\$35,016.00

*The City’s reimbursement of TIF Eligible Project Costs to the Developer shall not exceed \$20,494.00 as set forth in this Redevelopment Agreement.

EXHIBIT 2**CITY OF PEKIN, ILLINOIS
PEKIN SOUTH INDUSTRIAL PARK CONSERVATION AREA TIF DISTRICT****PRIVATE PROJECT
REQUEST FOR REIMBURSEMENT
BY
GORDON PARI**

Date_____

Attention: City TIF Administrator, City of Pekin, Illinois

Re: TIF Redevelopment Agreement, dated July 9, 2018
by and between the City of Pekin, Illinois, and Gordon Pari (the “Developer”)

The City of Pekin is hereby requested to disburse funds from the Special Tax Allocation Fund pursuant to the Redevelopment Agreement described above in the following amount(s), to the Developer and for the purpose(s) set forth in this Request for Reimbursement. The terms used in this Request for Reimbursement shall have the meanings given to those terms in the Redevelopment Agreement.

1. REQUEST FOR REIMBURSEMENT NO. _____
2. PAYMENT DUE TO: Gordon Pari
3. AMOUNTS REQUESTED TO BE DISBURSED:

Description of TIF Eligible Project Cost	Amount
Total	

4. The amount requested to be disbursed pursuant to this Request for Reimbursement will be used to reimburse the Developer for Redevelopment Project Costs for the Project detailed in ***Exhibit “1”*** of the Redevelopment Agreement.

5. The undersigned certifies that:

- (i) the amounts included in (3) above were made or incurred or financed and were necessary for the Project and were made or incurred in accordance with the construction contracts, plans and specifications heretofore in effect; and
- (ii) the amounts paid or to be paid, as set forth in this Request for Reimbursement, represent a part of the funds due and payable for TIF Eligible Redevelopment Project Costs; and
- (iii) the expenditures for which amounts are requested represent proper Redevelopment Project Costs as identified in the "Limitation of Incentives to Developer" described in *Section "D"* of the Redevelopment Agreement, have not been included in any previous Request for Reimbursement, have been properly recorded on the Developer's books and are set forth with invoices attached for all sums for which reimbursement is requested, and proof of payment of the invoices; and
- (iv) the amounts requested are not greater than those necessary to meet obligations due and payable or to reimburse the Developer for its funds actually advanced for Redevelopment Project Costs; and
- (v) the Developer is not in default under the Redevelopment Agreement and nothing has occurred to the knowledge of the Developer that would prevent the performance of its obligations under the Redevelopment Agreement.

6. Attached to this Request for Reimbursement is ***Exhibit "1"*** of the Redevelopment Agreement, together with copies of invoices, proof of payment of the invoices, and Mechanic's Lien Waivers relating to all items for which reimbursement is being requested.

BY: _____ (Developer)

TITLE: _____

CITY OF PEKIN, ILLINOIS

BY: _____

TITLE: _____ DATE: _____

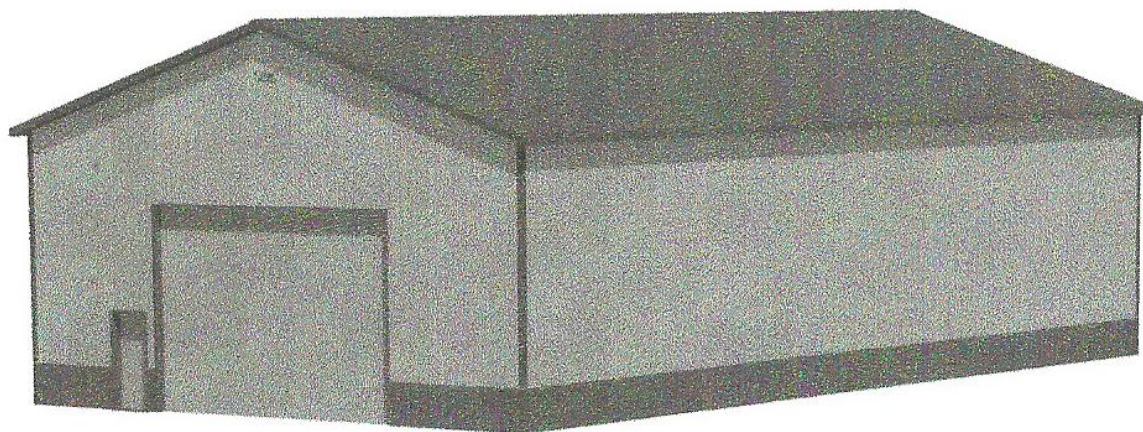
JACOB & KLEIN, LTD. & THE ECONOMIC DEVELOPMENT GROUP, LTD.

BY: _____

TITLE: _____ DATE: _____

BLUNIER BUILDERS, INC.
 1230 US HIGHWAY 24
 EUREKA, IL 61530
 PHONE: (309) 467-48
 FAX: (309) 467-5347

A NEW BUILDING FOR:
GORDON PARI
 IN PEKIN, IL



LOADS

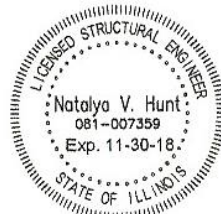
ROOF LOADS

LIVE = 20 PSF
 DEAD = 5 PSF
 DEAD = 5 PSF

WIND LOAD = 90 MPH

SOIL BEARING = 2000 PSF

ENGINEER SEAL



N. Hunt

INDEX

PAGE 1 - FOUNDATION PLAN
 PAGE 2 - FLOOR/COLUMN LAYOUT PLAN
 PAGE 3 - ROOF FRAMING PLAN
 PAGE 4 - WALL & HEADER CROSS SECTIONS
 PAGE 5 - BUILDING DETAILS
 PAGE 6 - SIDE WALL ELEVATIONS
 PAGE 7 - END WALL ELEVATIONS

Blunier Builders, Inc. EXAMPLES



Profile

Building Number: 08-029

Location: Pekin, IL

Dimensions: 40' x 104' x 16'

Colors: Ash Gray/Terratone



Profile

Building Number: 07-011

Location: Germantown Hills, IL

Dimensions: 60' x 198' x 16'

Colors: Clay/Terratone

Project Site: 515 Main Street, Pekin, IL 61554





REQUEST FOR COUNCIL ACTION

To: Council Members

Date: July 2, 2018

From: Sue McMillan, City Clerk

Anthony Carson, City Manager

AGENDA ITEM: Lease of Certain Portions of the Pekin Service Center

AGENDA DATE REQUESTED: July 9, 2018

ACTION REQUESTED: Approve the Lease Agreement at 1130 Koch Street with Tazewell County Consolidated Communications "TC3".

DESCRIPTION: Amended lease of area of the Service Center currently used and leased to Tazewell / Pekin Consolidated Communications Center (T/PCCC) for 911 emergency dispatch communications. Term of leased premises to TC3 has been amended to a month-to-month basis of \$750.00 beginning July 1, 2018, payable in advance on the first day of each month.

FINANCIAL IMPACT: \$750.00 revenue each month, liability insurance paid by TC3.

NEIGHBORHOOD CONCERNS: none

IMPACT IF APPROVED: Continued revenue. Easy access to Pekin Police and Fire Departments.

IMPACT IF DENIED: Loss of \$750.00 per month income. Empty building space.

ALTERNATIVES:

RELATED TO EFFICIENCY STUDY:

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

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

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

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

	A High Quality of Life. To support or provide services that improve the quality of life for Pekin's residents.
X	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.

REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

Finance Department (Certification of Availability of Funds):

Date: _____

City Manager:
Date:

Date: _____

LEASE AGREEMENT FOR THE LEASE OF CERTAIN PORTIONS OF THE PEKIN SERVICE CENTER

THIS LEASE AGREEMENT FOR THE LEASE OF CERTAIN PORTIONS OF THE PEKIN SERVICE CENTER (the "Lease") is made and entered into this ____ day of ____, 2018, between **TAZEWELL COUNTY CONSOLIDATED COMMUNICATIONS** (hereinafter referred to as "TC3"), and the **CITY OF PEKIN**, an Illinois municipal corporation (hereinafter referred to as "City") (collectively referred to herein as the "Parties").

WITNESSETH:

1. **Leased Premises.** The City hereby leases to TC3 a certain portion of the real estate commonly known as the Pekin Service Center located at 1130 Koch Street, Pekin, IL 61554. The portion of the real estate to be leased shall consist of that area of the Pekin Service Center currently used by and leased to Tazewell / Pekin Consolidated Communications Center for 911 emergency dispatch communications (the "Leased Premises"). The Leased Premises shall also include non-exclusive use of (A) the parking areas for the Pekin Service Center (excluding any marked parking areas that are designated for the exclusive use of the City), and (B) the entryway and all hallway areas in the Pekin Service Center necessary for providing reasonable access to the area of the Pekin Service Center currently used for 911 emergency dispatch communications, including access to and use of all restrooms, break room/kitchen areas, and storage areas currently used by the Tazewell / Pekin Consolidated Communications Center.

2. **Term.** The City leases the Leased Premises to TC3 on a month-to-month basis beginning on or about July 1, 2018.

3. **Rental Fee.** During the Term, TC3 agrees to pay the City rent in the amount of \$750.00 per month ("Rent"), payable in advance of the first day of each and every month.

4. **Utilities.** From and after the date the City delivers possession of the Leased Premises to TC3, and thereafter during the term of this Lease, TC3 shall promptly pay all charges for water, gas, heat, air conditioning, electricity, sewer and any other utilities which are metered or billed and used in the Leased Premises (collectively "Utilities") during the Term. Payment for all Utilities charges shall be made directly by TC3 to the utility or service provider.

5. **Use of Leased Premises.** TC3 shall use the Leased Premises for the sole purpose of operating a 911 dispatch center.

6. **Quiet Enjoyment.** The City covenants that its estate in the Leased Premises is fee simple and that TC3, on paying the rent herein reserved and performing all the agreements by TC3 to be performed as provided in this Lease, shall and may peaceably have, hold and enjoy the Leased Premises for the term of this Lease free from disturbance by the City or any other persons or legal entity whatsoever.

7. **Nonexclusive Possession to the Leased Premises.** As provided in this Lease, TC3 shall have the right to use the Leased Premises. The City shall have the right to enter the Leased Premises at all times to make inspection and perform maintenance.

8. Maintenance. During the Term of the Lease: (i) TC3 will maintain the interior of the Leased Premises in good order and repair and in a clean and safe condition, reasonable wear, tear and casualty excepted, and will promptly perform all repair required in respect to such interior; and (ii) the City will repair, replace, and maintain the exterior grounds and exterior of the Leased Premises, the roof, and all of the other structural components which comprise the Leased Premises. The City will further repair, replace, and maintain all of the mechanical and utility systems which are located within the Leased Premises, including water, gas, heating, ventilating, air conditioning, electricity, plumbing and any other utilities furnished to the Leased Premises. TC3 shall be responsible for providing janitorial services for the Leased Premises, and shall promptly dispose of all waste, litter, or other rubbish generated by TC3's use of the Leased Premises.

9. TC3's Covenants with Respect to Occupancy. During the term of this Lease, TC3 shall at all times:

(a) Occupy the Leased Premises in a safe and careful manner, without committing or permitting waste and in compliance with all laws, regulations and orders of all governmental bodies having jurisdiction over the Leased Premises.

(b) Keep the Leased Premises in a clean and orderly condition and maintained in good condition and repair.

(c) Give immediate notice to the City in the event of a fire, casualty or accident in the Leased Premises.

10. Subletting and Assignment Prohibited. TC3 shall not sublet the Leased Premises, nor shall it assign this Lease or any right hereunder, without the express written consent of the City.

11. Termination. This Lease may be terminated by either Party effective on the last day of any month. In order for such termination to take effect, the other party must receive written notice of non-renewal as soon as is reasonable practicable and in no event later than 30 days prior to the last day of that month. This Lease may be otherwise terminated by mutual written agreement of the Parties.

12. Insurance.

(a) Liability Insurance. During the term of this Lease, TC3 shall, at TC3's expense, procure and maintain, comprehensive general liability insurance covering the Premises, from companies authorized to do business in the State of Illinois and rated A or better by Best's Insurance Rating System or its equivalent, with minimums of not less than One Million and 00/100 Dollars (\$1,000,000.00) on account of bodily injuries to or death of any one or more persons as a result of any occurrence, and Five Hundred Thousand and 00/100 Dollars (\$500,000.00) coverage for property damage. TC3 will, upon request, provide the City with a copy of such insurance policy as evidence of coverage.

(b) Fire and Extended Coverage Insurance. During the term of this Lease, the City shall procure and maintain an All Risk fire and casualty insurance policy insuring the Leased Premises in an amount not less than One Hundred percent (100%) of the insurable value of such improvements, together with insurance against such other risks and in such amounts as the City deems appropriate. The City will, upon request, provide TC3 with a copy of such insurance policy

as evidence of coverage. Such insurance shall be carried with companies authorized to do business in the State of Illinois and rated A or better by Best's Insurance Rating System or its equivalent.

(c) Persons Insured. All policies of insurance required to be maintained by the City or TC3 under this Lease shall be written to cover TC3 and the City.

(d) Personal Property. All property in the Premises belonging to TC3 shall be there at the risk of TC3, and City shall not be liable for damage thereto or theft or misappropriation thereof, except for damage or loss caused by the acts or negligence of the City or the City's agents, servants or employees.

(e) Indemnification of the City. Except for items for which payment is provided by the City's insurance carrier, TC3 shall protect, indemnify, save and keep harmless the City and the City's agents, servants and employees against and from all damages, suits, liability, claims, loss, cost, or expense (including court costs and reasonable attorneys' fees) arising out of or from any of the following:

- (i) Any accident or other occurrence in the Leased Premises or arising in connection with the business of TC3 caused by TC3;
- (ii) TC3's occupancy or use of the Premises; TC3's construction in, on or about the Premises; or any act or omission of TC3, TC3's employees, agents, invitees, licensees, customers, suppliers, assignees or contractors;
- (iii) Any violation by TC3 (or TC3's agents, employees, or invitees) of any law or ordinance in, on, at or in any way related to the Premises; or
- (iv) Any damage, liens or expenses arising as a result of TC3's default in any of the terms of this Lease.

(f) Indemnification of TC3. Except for items for which payment is provided by TC3's insurance carrier, the City shall protect, indemnify, save and keep harmless, TC3 and TC3's agents, servants and employees against and from all damages, suits, liability, claims, loss, cost, or expense (including court costs and reasonable attorney's fees) arising out of or from any of the following:

- (i) Any accident or other occurrence in the Leased Premises or arising in connection with the business of the City caused by the City;
- (ii) The City's construction in, on or about the Premises; or any act or omission of City, City's employees, agents, invitees, licensees, customers, suppliers, assignees or contractors;
- (iii) Any violation by City (or City's agents, employees, or invitees) of any law or ordinance in, on, at or in any way related to the Premises; or
- (iv) Any damage, liens or expenses arising as a result of the City's default in any of the terms of this Lease.

13. Amendment of Lease. This Lease may be amended with the mutual written consent of the parties.

14. Notices. Any notice or consent required or desired to be given by or on behalf of either party to the other shall be deemed given when delivered in person, by email, or deposited in the U.S. mail by registered or certified mail, return receipt requested, at the following address:

To TC3:	TC3 Attn: Erin Morey erinmorey@tazewell911.com 101 S. Capitol Street Pekin, IL 61554
With a copy to:	TC3 Attn: Johnny Platt johnnyplatt@tazewell911.com 1130 Koch St. Pekin, IL 61554
To City of Pekin:	City of Pekin Attn: Anthony Carson ajcarson@ci.pekin.il.us 111 S. Capitol Street Pekin, IL 61554

15. Entire Lease Agreement. This Lease contains all of the terms agreed upon by the Parties with respect to the subject matter of this agreement and supersedes all prior agreements, arrangements and communications between the Parties concerning such subject matter, whether oral or written.

16. Authority. Each party represents and warrants to the other that the representatives who execute this contract have full authority under the law to bind their principals and that this contract has been approved as provided by law.

17. Governing Law. The laws of the State of Illinois shall govern this Lease.

18. Waiver. The waiver by any Party of any breach of this Lease, whether in a single instance or repeatedly, shall not be construed as a waiver of rights under this Lease. Any waiver shall not constitute a waiver by such Party to strictly adhere to this Lease nor as a waiver of any claim for damages or other remedy by reason of any such breach.

EXECUTED on the _____ day of _____, 2018, in duplicate originals.

TAZEWELL COUNTY CONSOLIDATED COMMUNICATIONS

BY: _____
Board Chairman

ATTEST: _____
Board Secretary

CITY OF PEKIN, a municipal corporation

BY: _____
Mayor

ATTEST: _____
Clerk



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: June 5, 2018

From: Pamela Anderson, Community Development Dir

AGENDA ITEM: 2017 Consolidated Annual Performance Evaluation Report for Community Development Block Grant

AGENDA DATE REQUESTED: July 9, 2018

ACTION REQUESTED: Approve the 2017 CAPER for for the Community Development Block Grant (CDBG)

DESCRIPTION: HUD requires a yearly evaluation report stating the accomplished goals for the past program year (May 1, 2017 to April 30, 2018) and performance measurements based from the applicable 5-year Consolidated Plan. These are stated within the 2017 document. The draft was on public review from June 18 – July 6th, 2018, with a public hearing on June 25th.

FINANCIAL IMPACT: No direct financial impact from approving this end of the year report. This report shares what the CDBG dollars have been expended towards.

NEIGHBORHOOD CONCERNS: A public hearing was scheduled for June 25. Comments will be included within the final CAPER that is submitted to HUD.

IMPACT IF APPROVED: The 2017 CAPER document will be submitted to HUD for review and approval.

IMPACT IF DENIED: The deadline (July 29th) for submittal of the 2017 CAPER will be missed and an extension request will be submitted to HUD.

ALTERNATIVES: none provided

RELATED TO EFFICIENCY STUDY:

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

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

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

REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

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

City Manager:
Date:



City of Pekin 2017 Consolidated Annual Performance Evaluation Report (CAPER)

Community Development Block Grant (CDBG)

CDBG – what is this?

- Title I of the Housing and Community Development Act of 1974 created the CDBG program.
- Its primary objective is to provide decent housing, a suitable living environment, and expanded economic opportunities, principally to low and moderate persons and neighborhoods.
- CDBG offers grantees a high level of flexibility in choosing program activities that best meet the needs of their communities based on the 5 year consolidated plan rules and regulations.

CDBG Strategic Planning

- 5 year strategic plan
 - Housing needs assessment
 - Homeless Needs Assessment
 - Non-homeless Special Needs Assessment
 - Non-housing Community Development Needs
 - Housing and Homeless market analysis
 - Strategic plan
 - Anti-poverty Strategy
- Annual Action Plans - expected resources, goals and objectives, projects, geographic distribution, affordable housing, public housing, homeless and other special needs activities, barriers to affordable housing, and other actions.
- End of the year plans (CAPER) – goals and outcomes, racial and ethnic composition of assisted, resources and investments, affordable housing, homeless and other special needs, public housing, other actions and monitoring.

Additional CDBG areas of interest (may be subject to other Federal requirements):

Homeless

Fair housing & Equal Opportunity

Anti-poverty strategy

Handicapped Accessibility

Employment and Contracting

Environmental Review

2017 CAPER May 1, 2017 to April 30, 2018

Funds available	
unexpended balance from 2016 PR-26	\$ 395,387.19
2017 EN	\$ 381,706.00
2017 RLF (actual)	\$ 3,646.08
2017 PI (actual)	\$ 15,729.26
total available	\$ 796,468.53
Expenses during HUD Program Year 2017	
2017 Admin	\$ 79,432.20
2017 RPD	\$ 23,713.00
2017 Rehabilitation	\$ 8,816.22
2017 Demolition	\$ 500.00
2017 Public Services	\$ 50,000.00
2014 & 2015 Ext. Rehab.	\$ 258,693.45
2016 rehab	\$ 37,526.14
total expended	\$ 458,681.01
carried over 1 emergency rehab	\$ 2,720.00
carried over demolition balance	\$ 59,500.00
carry over total:	\$ 62,220.00
remaining balance	\$ 275,567.52
minus total RLF fund (PR-01)	\$ 70,930.16
total to reallocate to HUD PY 2018	\$ 204,637.36

2017 CDBG program cap calculations	
2017 Grant Income:	\$381,706.00
2017 Program Income (PI & RLF):	\$15,455.01
Total PY 2017 income:	\$397,161.01
20% Administrative Cap:	\$79,432.20
15% Public Service Cap:	\$58,895.43
(2016 Program Income)	\$11,574.14

2017 City of Pekin CDBG programs

- Owner Occupied Rehabilitation (2016 & 2017)
- 14th Street Exterior Rehabilitation
- Public Services
- Demolition
- Administration

HUD 2017 Fiscal Year Income Limits

Peoria – Pekin, IL MSA
FY 2017

	1 person	2 persons	3 persons	4 persons	5 persons	6 persons	7 persons	8 persons
Extremely Low Income (30% of median) Qualify for a Grant	\$0.00- \$15,250	\$0.00- \$17,400	\$0.00- \$20,420	\$0.00- \$24,600	\$0.00- \$28,780	\$0.00- \$32,960	\$0.00- \$37,140	\$0.00- \$41,320
Very Low Income (50% of median) Qualify for a 0% Loan	\$15,251- \$25,400	\$17,401- \$29,000	\$20,421- \$32,650	\$24,601- \$36,250	\$28,781- \$39,150	\$32,961- \$42,050	\$37,141- \$44,950	\$41,321- \$47,850
Low Income (80% of median) Qualify for a 3% Loan	\$25,401- \$40,600	\$29,001- \$46,400	\$32,651- \$52,200	\$36,251- \$58,000	\$39,151- \$62,650	\$42,051- \$67,300	\$44,951- \$71,950	\$47,851- \$76,600

**YEARLY HOUSEHOLD INCOME MUST NOT EXCEED THE "LOW INCOME" (80% of median) LINE
IN ORDER TO QUALIFY FOR
CDBG PROGRAM**

Owner Occupied Rehabilitation

- A part-time Rehab Coordinator position was not filled during this program year
- Eligibility
 - Property must be located within the city limits
 - Household must qualify under HUD's income guidelines
- 2 programs
 - Owner Occupied Rehabilitation
 - up to \$20,000 per household to address code violations (HVAC, plumbing, electrical, plumbing, windows, insulation and exterior of house)
 - 56 households currently on waiting list
 - Emergency – must address a threat to life or safety
 - Furnace not working
 - Water connection to house
 - Sewer in basement
 - Roof leaking causing significant damage

Owner Occupied Rehabilitation 2017 Accomplishments

A total of seven (7) households were screened during this past program year.

A total of 2 households were assisted including 8 people utilizing \$8,816.22 from \$217,207 allocated (\$197,207 adjusted allocation).

One (1) activity was not completed by May 1, 2018 and is being 'carried over' to the 2018 Program Year.

In addition to the eligible households assisted, there were 4 additional inquiries - 1 applicant withdrew, 2 did not respond back from phone and mailed correspondence, and 1 applicant passed on during the 2017 program year.

Demographic data	Owner Households Assisted (emergency only)
Extremely Low Income (0 – 30% of MFI)	1
Very Low Income (31 – 50% of MFI)	1
Female Head of Household	1
Disabled	2
Elderly	2

Owner Occupied Rehabilitation 2017 Accomplishments (2016 carried over)

A total of three (3) households were carried forward from program year 2016 to program year 2017. All three were completed during this past program year.

A total of 3 households were assisted including 5 people utilizing \$37,526.14 from \$45,000 allocated/available - \$7,473.86 is being re-allocated to 2018 Program Year activities.

One (1) activity was an emergency (roof), the remaining two were regular rehabilitations that completed work on roof, gutters, and front porch; siding, soffit and fascia, attic window and partial roof.

Demographic data	Owner Households Assisted
Extremely Low Income (0 – 30% of MFI)	2
Very Low Income (31 – 50% of MFI)	1
Female Head of Household	2
Disabled	1
Elderly	2

Owner Occupied Rehabilitation

1217 S. 4th St.

Siding, Attic Window, partial Roof and Soffit/fascia

\$24,665.83



BEFORE



AFTER

Owner Occupied Rehabilitation

1217 S. 4th St.

Siding, Attic Window, partial Roof and Soffit/fascia

\$24,665.83



BEFORE



AFTER

Owner Occupied Rehabilitation

1217 S. 4th St.

Siding, Attic Window, partial Roof and Soffit/fascia

\$24,665.83



BEFORE



AFTER

Owner Occupied Rehabilitation

1217 S. 4th St.

Siding, Attic Window, partial Roof and Soffit/fascia

\$24,665.83



BEFORE



AFTER

14th St. Exterior Rehab 2017 Accomplishments

Exterior rehabilitation program was completed for the targeted area of 14th Street from Broadway to Koch Streets.

A total of 26 households were assisted including 56 people utilizing \$258,693.45 from \$246,209.23 initial allocation.

All activities were grants and included the (needed) replacement of the following items: roof, siding, gutters, soffit and fascia, windows (facing 14th St.) and handrails.

Activities ranged from \$240 (handrail replacement) to \$18,325 (roof, windows, siding and soffit & fascia); the average amount per house was \$9,772.85 (\$254,094 total hard construction costs / 26 households).

Demographic data	Households Assisted
Extremely Low Income (0 – 30% of MFI)	4
Very Low Income (31 – 50% of MFI)	7
Low Income (51 – 80% of MFI)	8
Above 2016 Income Limits	7
Female Head of Household	9
Total people in 26 households	56



14th St. Exterior Rehabilitation

1322 Broadway St. Roof, windows & siding \$18,925



BEFORE



AFTER



14th St. Exterior Rehabilitation

1006 S 14th St. Roof, siding & gutters \$12,350



14th St. Exterior Rehabilitation

1101 S. 14th St. Siding & gutters \$7,000



BEFORE



AFTER



14th St. Exterior Rehabilitation

1103 S. 14th St. siding, gutters, & soffit/fascia \$8,350



BEFORE



AFTER

14th St. Exterior Rehabilitation

1107 S. 14th St. Roof, siding, handrail & gutters \$14,450



BEFORE



AFTER

14th St. Exterior Rehabilitation

1210 S. 14th St. windows, siding & gutters \$7,850



BEFORE



AFTER



14th St. Exterior Rehabilitation

1401 Henry St. Roof, siding & gutters \$17,130



BEFORE



AFTER



Public Services

- 15% cap (current year CDBG allocation + prior year program income) - \$58,895.43 PY17
- Funds may be used to pay for staff, supplies and materials, and certain facility operating or administrative overhead costs that are directly related to delivery of the funded public service program.
- Agency eligibility
 - Be a non-profit organization with federal 501(c)(3) tax-exempt status, a government entity, or a faith-based organization;
 - Directly serve Pekin neighborhoods or households;
 - 51% served must be low to moderate income households

2017 Public Services - Accomplishments

\$50,000 allocated & expended

- The Center for Prevention of Abuse
– Carol House of Hope
- Pekin YWCA
 - Aquatics
 - Healthy Living
 - Childcare scholarships
- Pekin Salvation Army
 - Harold R. Rust Transitional Center
 - Wheels for work and wellness

Income Level	Households	People
Extremely Low Income (0 – 30% of MFI)	253	420
Very Low Income (31 – 50% of MFI)	13	36
Low to Moderate Income (51 – 80% of MFI)	0	0
Above	1	2

3 agencies funded with 6 programs

267 households and 458 people benefitted

Leveraged \$293,103.77 of private, federal, state and local funds

Total expenses were under 15% Public Services cap at 12.58%

DEMOLITION

The new program did not meet its goal of 4 houses. This program is being carried over to the 2018 Program Year.

Procedures were created, properties selected and environmental reviews worked on during the 2017 Program Year.

1118 Woodlawn Ct.

1407 S. 6th St.

305 N. 9th St.

1410 S. 12th St.

410 South St.

The City anticipates expending the 2017 carried over dollars (\$59,500) during the 2018 Program Year.



1118 Woodlawn Ct.



1407 S. 6th St.



305 N. 9th St.



1410 S. 12th St.



410 South St.



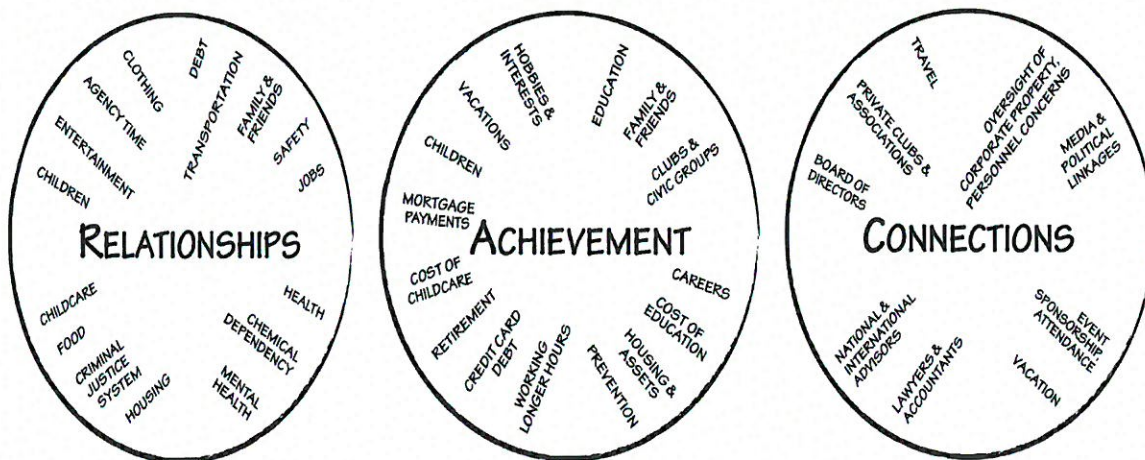
ADMINISTRATION

Anti-poverty strategy update

- City of Pekin staff was invited to present at the Broken Bootstraps course at the Osher Lifelong Learning Institute (OLLI) at Bradley University to share information on the socio-economic classes and poverty. .
- The Osher Lifelong Learning Institute (OLLI) is an organization of over 1,100 Peoria-area residents, from age 50 to 98, who want to stay vital and active as they reach and enjoy retirement. The class title was 'Broken Bootstraps' and had eight (8) participants.
- Information shared included Maslow, Ism's, Bridges materials and information from the Society of St. Vincent de Paul and their relationship with Dr. Donna Beegle/Communications Across Barriers material.
- The evaluation responses received were excellent.



City of Pekin Anti-poverty strategy



Causes of Poverty—Research Continuum

INDIVIDUAL BEHAVIORS AND CIRCUMSTANCES	COMMUNITY CONDITIONS	EXPLOITATION	POLITICAL/ECONOMIC STRUCTURES
<i>Definition:</i> Research on the choices, behaviors, and circumstances of people in poverty	<i>Definition:</i> Research on resources and human and social capital in the city or county	<i>Definition:</i> Research on the impact of exploitation on individuals and communities	<i>Definition:</i> Research on political, economic, and social policies and systems at the organizational, city/county, state, national, and international levels
<i>Sample topics:</i> ~ Racism ~ Discrimination by age, gender, disability, race, sexual identity ~ Bad loans ~ Credit-card debt ~ Lack of savings ~ Skill sets ~ Dropping out ~ Lack of education ~ Alcoholism ~ Disabilities ~ Job loss ~ Teen pregnancies ~ Early language experience ~ Child-rearing strategies ~ Bankruptcy due to health problems ~ Street crime ~ White-collar crime ~ Dependency ~ Work ethic ~ Lack of organizational skills ~ Lack of amenities	<i>Sample topics:</i> ~ Racism ~ Discrimination by age, gender, disability, race, sexual identity ~ Layoffs ~ Middle class flight ~ Plant closings ~ Underfunded schools ~ Weak safety net ~ Criminalizing poverty ~ Employer insurance premiums rising in order to drop companies with record of poor health ~ Charity that leads to dependency ~ High rates of illness leading to high absenteeism and low productivity ~ Brain drain ~ City and regional planning ~ Mix of employment/wage opportunities ~ Loss of access to high-quality schools, childcare, and preschool ~ Downward pressure on wages	<i>Sample topics:</i> ~ Racism ~ Discrimination by age, gender, disability, race, sexual identity ~ Payday lenders ~ Lease/purchase outlets ~ Subprime mortgages ~ Sweatshops ~ Human trafficking ~ Employment and labor law violations ~ Wage and benefits theft ~ Some landlords ~ Sex trade ~ Internet scams ~ Drug trade ~ Poverty premium (the poor pay more for goods and services) ~ Day labor	<i>Sample topics:</i> ~ Racism ~ Discrimination by age, gender, disability, race, sexual identity ~ Financial oligarchy—the military, industrial, congressional complex ~ Return on political investment (ROI) ~ Corporate lobbyists ~ Bursting “bubbles” ~ Free trade agreements ~ Recessions ~ Lack of wealth-creating mechanisms ~ Stagnant wages ~ Insecure pensions ~ Healthcare costs ~ Lack of insurance ~ Deindustrialization ~ Globalization ~ Increased productivity ~ Minimum wage, living wage, self-sufficient wage ~ Globalization ~ Declining middle class ~ Decline in unions ~ Taxation patterns ~ Wealth-creating mechanisms

Source: *Getting Ahead in a Just-Getting-By World* Workbook Revised Edition by Philip E. DeVol (2013).



City of Pekin 2017 Consolidated Annual Performance Evaluation Report (CAPER)

Community Development Block Grant (CDBG)

