

**REGULAR COUNCIL MEETING MONDAY, JUNE 13, 2011  
5:30 P.M.**

|                                                                                                                                                                                                                                                                                                                                                                                                      | 1                                    | 2                                    |                       |              |              |              |  |   |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|--------------------------------------|-----------------------|--------------|--------------|--------------|--|---|
| <b>1.0 CALL TO ORDER</b>                                                                                                                                                                                                                                                                                                                                                                             |                                      |                                      |                       |              |              |              |  |   |
| <b>2.0 PLEDGE OF ALLEGIANCE</b><br><i>Mayor Laurie L. Barra</i>                                                                                                                                                                                                                                                                                                                                      |                                      |                                      |                       |              |              |              |  |   |
| <b>3.0 ROLL CALL</b><br><i>Clerk to Call the Roll</i>                                                                                                                                                                                                                                                                                                                                                |                                      |                                      |                       |              |              |              |  |   |
| <b>4.0 APPROVAL OF AGENDA</b><br><br><i><b>ACTION:</b> Motion to approve the meeting agenda.</i><br><br><i><b>VOTE REQUIRED</b></i>                                                                                                                                                                                                                                                                  |                                      |                                      |                       |              |              |              |  |   |
| <b>5.0 APPROVAL OF MINUTES</b><br><br><i><b>ACTION:</b> Motion to approve minutes of Regular Council Meeting of May 23, 2011, the Special Council Meeting of May 27, 2011 and the Special Council Meeting of June 2, 2011.</i><br><br><i><b>VOTE REQUIRED</b></i>                                                                                                                                    |                                      |                                      |                       |              |              |              |  |   |
| <b>6.0 PUBLIC INPUT ON AGENDA ITEMS</b><br><br><i>Speakers to state name, address, and spell last name. Speakers will be given 5 minutes to address the Council. Questions unrelated to agenda items are accepted during "Public Questions" near the end of the meeting.</i>                                                                                                                         |                                      |                                      |                       |              |              |              |  |   |
| <b>7.0 CONSENT AGENDA</b>                                                                                                                                                                                                                                                                                                                                                                            |                                      |                                      |                       |              |              |              |  |   |
| <b>7.1 Receive and File Monthly Reports and Minutes:</b> April Police Report; Liquor Commission Minutes of May 26, 2011; and Human Rights Committee Minutes of March 23 and February 23, 2011.                                                                                                                                                                                                       |                                      | 5                                    |                       |              |              |              |  |   |
| <b>7.2 Resolution No. 4-11/12 – Annual Prevailing Wage</b>                                                                                                                                                                                                                                                                                                                                           |                                      | 6                                    |                       |              |              |              |  |   |
| <b>7.3 Receive and File</b> IEPA Waste Water Treatment Plant NPDES Final Permit No. ILOO34495 Expiration May 31, 2016.                                                                                                                                                                                                                                                                               |                                      | 3                                    |                       |              |              |              |  |   |
| <b>7.4 Receive and File</b> Pekin Public Library Annual Report.                                                                                                                                                                                                                                                                                                                                      |                                      | 4                                    |                       |              |              |              |  |   |
| <b>7.5 Receive and File</b> Bids for 2 <sup>nd</sup> Street and State Street Combined Sewer Rehabilitation opened May 26, 2011.<br><table border="1" data-bbox="331 1745 1187 1829"> <tr> <td>HOERR<br/>CONSTRUCTION, INC.</td><td>INSITUFORM TECHNOLOGIES<br/>USA, INC.</td><td>KENNY<br/>CONSTRUCTION</td></tr> <tr> <td>\$224,322.00</td><td>\$178,540.00</td><td>\$386,610.00</td></tr> </table> | HOERR<br>CONSTRUCTION, INC.          | INSITUFORM TECHNOLOGIES<br>USA, INC. | KENNY<br>CONSTRUCTION | \$224,322.00 | \$178,540.00 | \$386,610.00 |  | 3 |
| HOERR<br>CONSTRUCTION, INC.                                                                                                                                                                                                                                                                                                                                                                          | INSITUFORM TECHNOLOGIES<br>USA, INC. | KENNY<br>CONSTRUCTION                |                       |              |              |              |  |   |
| \$224,322.00                                                                                                                                                                                                                                                                                                                                                                                         | \$178,540.00                         | \$386,610.00                         |                       |              |              |              |  |   |

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| <p><b><i>ACTION:</i></b> Motion to approve all items listed on the Consent Agenda by Omnibus Vote.</p> <p><b>VOTE REQUIRED TO APPROVE CONSENT AGENDA</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                     |    |   |
| <b>8.o COMMUNICATIONS, PETITIONS, REPORTS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |    |   |
| <b>9.o NEW BUSINESS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |    |   |
| <p><b>9.1 Participation Agreement with Illinois Department of Transportation Division of Aeronautics Rehabilitation East Portion of the General Aviation Ramp at the Pekin Municipal Airport.</b></p> <p><b>DESCRIPTION:</b> The annual funding for the work is divided with FAA providing 95% and the State and City 2.5% each. The City's budgeted share for this project is \$11,212. The cost could be covered from a refund for previous purchase of property for the airport.</p> <p><b>ACTION:</b> Motion to approve the agreement.</p> <p><b>VOTE REQUIRED</b></p>       | JW | 3 |
| <p><b>9.2 Intergovernmental Agreement with Tazewell County for Orthophotography</b></p> <p><b>DESCRIPTION:</b> The agreement provides for updated aerial photos for the City's Geographic Information System (GIS). This early scheduled imagery, in conjunction with the Tazewell and Woodford Counties, gives opportunity to save 1/4 of cost by not waiting until 2012. The City share is \$5,834 of the \$12,000 budgeted.</p> <p><b>ACTION:</b> Motion to approve the agreement.</p> <p><b>VOTE REQUIRED</b></p>                                                            | JW | 5 |
| <p><b>9.3 Sanitary Sewer Liner Installation on N. 2<sup>nd</sup> at State Street</b></p> <p><b>DESCRIPTION:</b> Three bids for lining a major collector sanitary sewer that has deteriorated were opened on May 26, 2011. The low bidder meets all requirements and it is recommended to award the contract. Expenditure funded by reallocating budgeted screening system for State Street until next year.</p> <p><b>ACTION:</b> Motion to approve the bid in the amount of \$178,540.00 and award the contract to Insituform Technologies USA.</p> <p><b>VOTE REQUIRED</b></p> | JW | 3 |
| <p><b>9.4 Engineering Agreement for Services with Foth Infrastructure &amp; Environment, LLC</b></p> <p><b>DESCRIPTION:</b> contract to provide engineering services for the oversight of the sanitary sewer liner on N. 2<sup>nd</sup> Street from Henrietta to the State Street lift station. Due to the nature of this project and the specialized work involved, support service is recommended in the amount of \$17,500 budgeted in the sewer fund.</p> <p><b>ACTION:</b> Motion to approve the agreement.</p> <p><b>VOTE REQUIRED</b></p>                                 | JW | 3 |



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| <p><b>9.5 Change Order – Waste Water Treatment Plant, Phase I</b></p> <p><b>DESCRIPTION:</b> Change order #4 with Williams Brothers Construction, Inc. for the WWTP for additional work required to make changes to piping, electrical and control due to changes necessary to keep existing systems in service and structure revision to accommodate transformer. The amount of \$31,202 is covered in the estimated project contingency amount.</p> <p><b>ACTION:</b> Motion to approve the change order.</p> <p><b>VOTE REQUIRED</b></p>           | JW | 3 |
| <p><b>9.6 Traffic Signal Master Intergovernmental Agreement with IDOT</b></p> <p><b>DESCRIPTION:</b> An extension of the current agreement covering all signals within the City on the State Highway system. Terms are for maintenance work done on a regular basis and who is responsible for costs. City share budgeted from MFT funds.</p> <p><b>ACTION:</b> Motion to approve the agreement.</p> <p><b>VOTE REQUIRED</b></p>                                                                                                                      | JW | 5 |
| <p><b>9.7 Eastern Big R Stores, Inc. Loan Agreement</b></p> <p><b>DESCRIPTION:</b> Economic Development Advisory Commission's recommendation to approve an agreement for terms in repayment of \$225,000 loan to new business locating in Pekin.</p> <p><b>ACTION:</b> Motion to approve the agreement.</p> <p><b>VOTE REQUIRED</b></p>                                                                                                                                                                                                               | FM | 1 |
| <p><b>9.8 Tax Increment Financing Façade Program for Hawaiian Sun</b></p> <p><b>DESCRIPTION:</b> Authorization to pay property owner of 357 Court Street, the eligible amount under the terms of the façade guidelines (1/2 of the total cost) for the amount of \$1,500 for installation of an awning. Recommended by Pekin Main Street Design committee.</p> <p><b>ACTION:</b> Motion to approve the TIF expenditure in the amount of \$1,500.</p> <p><b>VOTE REQUIRED</b></p>                                                                      | FM | 4 |
| <p><b>9.9 Ordinance No. 2640-11/12 – Amending the Code of the City of Pekin Title 1, Chapter 5, Section 1-5-5 regarding the Conduct of Council Meetings</b></p> <p><b>DESCRIPTION:</b> Pursuant to the amended Open Meetings Act, any person will be permitted an opportunity to address public officials. The ordinance provides additional language in the Code to the longstanding practice of public input at Council meetings on matters of public concern.</p> <p><b>ACTION:</b> Motion to adopt the ordinance.</p> <p><b>VOTE REQUIRED</b></p> | BD | 5 |
| <p><b>9.10 Resolution No. 5-11/12 – Illinois Municipal Retirement Fund Out-of State Credit Authorization</b></p> <p><b>DESCRIPTION:</b> Authorizes IMRF to allow a current full time employee to purchase past service time from an eligible previous state transportation department.</p> <p><b>ACTION:</b> Motion to adopt the resolution and authorized the City Clerk to execute the document.</p> <p><b>VOTE REQUIRED</b></p>                                                                                                                    | SN | 5 |

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|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|---|
| <b>9.11 Email Distribution Monitoring Policy</b><br><br><b>DESCRIPTION:</b> Approval of direction to the City Manager to prepare an e-mail monitoring reporting policy which will clarify existing policy.<br><br><b>ACTION:</b> Motion to authorize the City Manager to prepare modifications to the email policy.<br><br><b>VOTE REQUIRED</b> | FM | 5 |
| <b>10.0 ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL</b><br><br><b>10.1</b> Council Members<br><br><b>10.2</b> Staff<br><br><b>10.3</b> Five Minute Public Questions<br><br><b>10.4</b> Press Time                                                                                                                                             |    |   |
| <b>11.0 EXECUTIVE SESSION</b><br>5 ILCS 120/2 ( c ) (1) Personnel - The selection of a person to fill the City Manager Position and the Interim City Manager Position<br>5 ILCS 120/2 ( c ) (5) Acquisition of Property                                                                                                                         | CM | 5 |
| <b>12.0 ADJOURN</b><br><br><b>NO VOTE REQUIRED</b>                                                                                                                                                                                                                                                                                              |    |   |

**Column 1 Key:**

|    |                          |    |                                    |
|----|--------------------------|----|------------------------------------|
| CM | Council Members          | JW | Public Works Director Joe Wuellner |
| M  | Mayor Laurie Barra       | RS | Code Enforcement Officer Ron Sieh  |
| GN | Police Chief Greg Nelson | LM | Economic Development Director      |
| SM | City Clerk Sue McMillan  | FM | City Manager Frank Mackaman        |

**Column 2 Key:**

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

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**PROCEEDINGS OF THE REGULAR MEETING  
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,  
HELD IN THE COUNCIL CHAMBERS OF CITY HALL  
111 SOUTH CAPITOL STREET  
ON MONDAY, MAY 23, 2011 AT 5:30 O'CLOCK P.M.  
LAURIE L. BARRA, MAYOR PRESIDING**

**PRESENT: COUNCIL MEMBERS, ABEL, SCHMIDGALL, BLANCHARD, NEUMANN,  
HENDRICKS  
MASSAGLIA PRESENT FOR NEW BUSINESS AS COUNCIL MEMBER**

**ABSENT: NONE**

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The **Pledge of Allegiance** was led by Second Grader Makala Blanch.

**Roll** was called and all Council Members were present.

Mayor Barra informed the Council that there was some housekeeping to be done to the documents for the Agreement with Big "R" and asked Council's concurrence in removing it's consideration at this meeting from the agenda.

**AGENDA**

Motion by Council Member Hendricks, seconded by Council Member Blanchard, that **the agenda be amended by removing New Business item 7. Agreement with Big "R"**. On roll call vote all present voted Aye.

Motion by Council Member Hendricks, seconded by Council Member Blanchard, that **the agenda be approved as amended**. On roll call vote all present voted Aye.

**MINUTES**

Motion by Council Member Hendricks, seconded by Council Member Abel, that the **minutes of the Regular City Council Meeting of Monday, May 9, 2011, the Regular second Meeting of May 9, 2011, and the Special Council Meetings of May 11, 12, 13, 2011 be approved as written**. On roll call vote, all present voted Aye.

**PUBLIC INPUT ON AGENDA ITEMS**

Jerry Gibbs representing Big "R" Stores introduced himself and other company members to the Council. He extended appreciation of Council's support in locating the new business in Pekin and the insight to use the vacated Sears structure for development. Pekin's demographics fit the store concept felt good fit for this area. The Council was assured the business would be an asset because of its uniqueness that would bring shoppers to Pekin. Mr. Gibbs advised Big "R" was taking applications for 50 local employees for plans to open in July.

**CONSENT AGENDA**

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

|                                                                                                                                                                 |  |   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---|
| <b>7.1 Receive and File Monthly Reports and Minutes:</b> Fire Department April Report, Traffic Safety Committee Minutes dated May 6, 2011, Airport May Minutes. |  | 5 |
| <b>7.2 Proclamation:</b> Public Works Week May 15-21, 2011.                                                                                                     |  | 3 |
| <b>7.3 Receive and File</b> Pekin Planning Commission Minutes Dated May 11, 2011.                                                                               |  | 5 |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |    |   |
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| <b>7.4 Receive and File</b> Pekin Planning Commission Recommendations/Hearings:<br>a. Hearing #11-1832 Recommends approval of the Site Plan for Outdoor Sales & Storage located at 3315 Court Street.<br>b. Hearing #11-1833 Recommends approval of the Special Use for Outdoor Sales & Storage located at 3315 Court Street.<br>c. Hearing #11-1834 Recommends approval of the Site Plan for Auto Repair & Sales located at 201 N. Capitol Street.<br>d. Hearing #11-1835 Recommends approval of the Special Use for Auto Repair & Sales located at 201 N. Capitol Street. | RS | 1 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|---|

On roll call vote, all present voted Aye.

## NEW BUSINESS

### RESOLUTION NO. 2-11/12 **APPOINTMENT OF COUNCIL MEMBER**

Mayor Barra explained how she arrived at her selection to fill her vacated seat as a Council Member. From Statements of Interest submitted she removed names of those that never ran for election, those that ran but did not win which narrowed it down to applicants with experience.

Motion by Council Member Schmidgall, seconded by Council Member Blanchard that Resolution No. 2-11/12 be adopted. Pursuant to 65 ILCS 5/5-2-12 (g.) and 1-5-1 of the Code of the City of Pekin Fred Massaglia is hereby appointed to fill the vacancy in the position of Council Member effective May 23, 2011 until May 2013, be adopted.

On roll call vote, all present voted Aye.

## OATH OF OFFICE

City Clerk Sue E. McMillan administered the Oath of Office to Council Member Fred Massaglia.

Motion by Council Member Schmidgall, seconded by Council Member Abel that the **SPECIAL USE OF AFFORDABLE AUTO REPAIR for automotive repair business and vehicle sales be approved.** Council considered the recommendation of the Pekin Planning Commission to approve the use and the site plan for the business to relocate from their outgrown location at 1408 Broadway to 201 N. Capitol Street. Council Member Blanchard read from the PPC minutes the record of concerns addressed at the Hearing as to disregard for fulfilling striping and hard surface. Council Member Blanchard noted he would be in favor of the new use and site but with reservations based on complaints from the public of the Broadway location. Council Member Neumann questioned number of allowed unlicensed vehicles permitted on the lot. Code Enforcement Officer Ron Sieh addressed the concerns expressed by Council and noted future office rental of the building would require a return to the Commission for a Special Use and revised site plan. Sara Tracy, 2025 Windsor, owner of the business, responded to the concerns and felt that the larger location was the solution to the problems noted. Council Member Abel congratulated the owner for being able to expand a business in the community. Council Member Blanchard stated he was not belittling the business by his questioning. On roll call vote all present voted Aye.

Motion by Council Member Schmidgall, seconded by Council Member Blanchard that the **SITE PLAN OF AFFORDABLE AUTO REPAIR for automotive repair business and vehicle sales at 201N. Capitol Street, be approved.** On roll call vote all present voted Aye.

Motion by Council Member Abel, seconded by Council Member Massaglia that the **SPECIAL USE OF BIG "R" STORES for outdoor sales and storage area be approved.** The Code Enforcement Officer also presented the recommendation of the Pekin Planning Commission and the request to approve the Special Use for outdoor sales and storage area in former Sears Store 3315 Court Street parking lot. On roll call vote all present voted Aye.

Motion by Council Member Abel, seconded by Council Member Massaglia that the **SITE PLAN OF BIG "R" STORES for outdoor sales and storage area at 3315 Court Street, be approved.** On roll call vote all present voted Aye.

**ORDINANCE NO. 2639-11/12**  
**AMENDING TITLE 6, CHAPTER 2, SECTION 12**  
**OF THE CODE OF THE CITY OF PEKIN 1995**  
**REGARDING OFFENSES / MISDEMEANORS**  
**CITATIONS CHARGING VIOLATION OF CERTAIN ORDINANCES AND**  
**SETTLEMENT BY PAYMENT OF FINES**

Motion by Council Member Blanchard, seconded by Council Member Schmidgall that Ordinance No. 2639-11/12 be adopted. Police Chief Greg Nelson presented additional municipal offenses available for pre-court settlement. The defendant would be given the option to settle and avoid court costs by making over the counter payment to the police department for the following:

- (1) Failure to Inoculate an Animal 6-3-12 \$150.00 and
- (2) Truck off Truck Route 8-1-9 \$150.00

On roll call vote, all present voted Aye.

**ORDINANCE NO. 1462-A305 – 11/12**  
**AMENDING TITLE 8, CHAPTER 4, SECTION 1.D. OF THE TRAFFIC CODE**  
**OF THE CITY OF PEKIN 1995**  
**REGARDING NO PARKING SCHEDULE**  
**TURN LANES INTERSECTIONS**

Motion by Council Member Blanchard, seconded by Council Member Schmidgall that Ordinance No. 1462-A305-11/12 be adopted. The ordinance, a recommendation of the Traffic Safety Committee would increase the length of restricted parking in the turn lanes to 200' at the intersections of Willow @ Parkway, Sheridan @ Parkway, Willow @ 14<sup>th</sup>, and Sheridan @ 14<sup>th</sup> Street. Questions were directed to Police Chief Greg Nelson regarding the initial intersection of concern, 14<sup>th</sup> and Willow Streets and the consistency in restricting the other 3. Council Member Neumann suggested the intersections of 14<sup>th</sup> @ Derby Streets and 14<sup>th</sup> and Parkway also be reviewed. Council suggested the surrounding residents be notified of the restricted parking changes approve in the ordinance. On roll call vote, all present voted Aye.

Motion by Council Member Blanchard, seconded by Council Member Hendricks, that the **SECOND AMENDMENT TO THE MUNICIPAL COLLECTIONS SYSTEMS AGREEMENT** be approved. Police Chief Greg Nelson advised the Council that the amendment pertained to the Department's Parking Enforcement Division's existing agreement with MCSI for collection of unpaid parking tickets. The City would receive a larger percentage from 50% to 65% of receipts. On roll call vote all present voted Aye.

Motion by Council Member Neumann seconded by Council Member Massaglia, that the **PROPOSAL FOR SANITARY SEWER REPAIR PROJECT FOR VALLE VISTA in an amount not to exceed \$29,000.00, be approved and the contract awarded to ILLINOIS CIVIL CONTRACTORS, INC.** Public Works Director Joe Wuellner recommended the repair of short section of sanitary sewer line in the 1700 block that had been damaged and experiences continued problems with flow and settlement of the street. Proposals were requested from 4 contractors. Council questioned the disparity in the bids and was told that the low bidder, ICCI, proposed a different strategy for digging into the road. They were also advised that typically project of this nature were not bid out. Because of the non emergency, time was taken to seek bids. On roll call vote all present voted Aye.

Motion by Council Member Neumann, seconded by Council Member Hendricks, that the **VEHICLE MAINTENANCE AGREEMENT WITH TAZEWEEL COUNTY GOVERNMENT** be approved. Public Works Director Joe Wuellner, requested Council to consider the renewal of an agreement with Tazewell County to maintain their vehicles. The agreement would be extended by two-years with the hourly mechanic rate held at \$65 per hour; parts at cost plus 28% and fuel at cost plus \$0.05/gallon. Council Member Massaglia stated that he was opposed to competing with private business. On roll call vote Ayes, Blanchard, Neumann, Schmidgall, Abel, Hendricks, Barra; Nay, Massaglia. Motion Carried.



Motion by Council Member Neumann, seconded by Council Member Hendricks, that the **VEHICLE MAINTENANCE AGREEMENT WITH TAZEWELL-WOODFORD HEAD START** be approved. The Public Works Director advised that the agreement offered mechanical services at the City's Koch Street facility to maintain the program's busses. The new contract terms, extended by two-years, held the hourly mechanic rate at \$65 per hour; parts to cost plus 28%, and fuel at cost plus \$0.05/gallon. On roll call vote Ayes, Blanchard, Neumann, Schmidgall, Abel, Hendricks, Barra; Nay, Massaglia. Motion Carried.

**RESOLUTION NO. 3 – 11/12**  
**ANNUAL APPOINTMENTS**

Motion by Council Member Massaglia, seconded by Council Member Abel that Resolution No. 3-11/12 be adopted. The Mayor's appointments and re-appointments with Council's consent, to several committees, boards and commission that have expired terms. On roll call vote, all present voted Aye.

**ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL**

Council Member Schmidgall stated that he had discussed alternatives with staff for the flooding concern that the residents of Cambridge Court brought to the attention of Council at the last meeting.

Council Member Neumann suggested that the present policy for sending and receiving electronic information for staff and council members be reviewed and modifications be made to include a monitoring report policy.

Council Member Hendricks congratulated his fellow classmates, the administration, and 2011 graduates of Pekin Community High School.

Council Member Blanchard noted for the general public that issues involving flooding and storm sewer are funded from a limited General Fund budget whereas the expenditure approved for the Valle Vista sewer project was funded from the sewer maintenance line item.

Treasurer Jim Wolf shared with Council the latest information regarding State legislators' proposal to use State collected local government revenues to bailout the State budget deficit. The City of Pekin could see reduction to \$800,000 state income tax revenues. He noted the State is up to 4 months behind in LGDF payments.

**EXECUTIVE SESSION**

Motion by Council Member Massaglia, seconded by Council Member Blanchard, that the Council move to Executive Session at 6:35 P.M. to discuss 5 ILCS 120/2 (c) (3). The selection of a person to fill a public office and 5 ILCS 120/2 (c) 2. Collective Bargaining. On roll call vote all present voted Aye.

No further business to come before the Council, Mayor Barra adjourned the meeting in open session.

**COUNCIL ADJOURNED AT 8:25 P.M.**

Sue E. McMillan  
City Clerk

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PROCEEDINGS OF A SPECIAL MEETING  
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,  
HELD IN CITY HALL COUNCIL CHAMBERS  
111 SOUTH CAPITOL STREET  
PEKIN, ILLINOIS  
ON FRIDAY, MAY 27, 2011 AT 6:00 O'CLOCK P.M.  
LAURIE L. BARRA, MAYOR PRESIDING

**PRESENT: COUNCIL MEMBERS, ABEL, BLANCHARD, MASSAGLIA, NEUMANN,  
HENDRICKS, SCHMIDGALL, AND BARRA**

**ABSENT: NONE**

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Mayor Barra called the meeting to order at 6:03 p.m.

**Roll** was called and all Council Members were present.

**AGENDA**

Motion by Council Member Schmidgall, seconded by Council Member Blanchard, that **the agenda be approved as presented.** On roll call vote all present voted Aye.

**BUSINESS TO COME BEFORE THE COUNCIL**

Council set a special meeting to fill the position of City Manager to be held on May 27, 2011. Notice was properly posted and Council received notice of the special meeting on May 25, 2011.

**EXECUTIVE SESSION**

**5 ILCS 120/2 (C) (3). THE SELECTION OF A PERSON TO FILL A PUBLIC OFFICE**

Motion by Council Member Schmidgall, seconded by Council Member Hendricks, that the Council move to Executive Session at 6:06 P.M. to discuss 5 ILCS 120/2 (c) (3). The selection of a person to fill a public office in the position of City Manager.

Motion by Council Member Schmidgall, seconded by Council Member Abel that Council adjourn. Approved by viva voce vote.

No further business to come before the Council the open meeting session was adjourned.

**COUNCIL ADJOURNED AT 7:50 P.M.**

Sue E. McMillan  
City Clerk

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**PROCEEDINGS OF A SPECIAL MEETING  
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,  
HELD IN CITY HALL COUNCIL CHAMBERS  
111 SOUTH CAPITOL STREET  
PEKIN, ILLINOIS  
ON THURSDAY, JUNE 2, 2011 AT 5:30 O'CLOCK P.M.  
LAURIE L. BARRA, MAYOR PRESIDING**

**PRESENT: COUNCIL MEMBERS, ABEL, BLANCHARD, MASSAGLIA, NEUMANN,  
HENDRICKS, SCHMIDGALL, AND BARRA**

**ABSENT: NONE**

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Mayor Barra called the meeting to order at 5:30 p.m.

**Roll** was called and all Council Members were present.

**AGENDA**

Motion by Council Member Abel, seconded by Council Member Blanchard, that **the agenda be approved as presented.** On roll call vote all present voted Aye.

**BUSINESS TO COME BEFORE THE COUNCIL**

Council set a special meeting to fill the position of City Manager to be held on June 2, 2011. Notice was properly posted and Council received notice of the special meeting on May 31, 2011.

**EXECUTIVE SESSION**

Motion by Council Member Schmidgall, seconded by Council Member Hendricks, that the Council move to Executive Session at 5:34 P.M. to discuss 5 ILCS 120/2 (c) (3). The selection of a person to fill a public office in the position of City Manager. Motion by Council Member Schmidgall, seconded by Council Member Massaglia that the motion be amended to include the discussion of personnel 5 ILCS 120/2 (c) (1). On roll call vote, all present voted Aye. The Mayor called for the vote on the motion to adjourn to executive session as amended. On roll call vote, all present voted Aye.

Motion by Council Member Schmidgall, seconded by Council Member Blanchard that Council adjourn. Approved by viva voce vote.

No further business to come before the Council the open meeting session was adjourned.

**COUNCIL ADJOURNED AT 6:27 P.M.**

Sue E. McMillan  
City Clerk

CITY OF PEKIN  
POLICE DEPARTMENT

**PEKIN POLICE DEPARTMENT  
END OF MONTH REPORT FOR APRIL 2011**

|                 | APRIL 2010 | MARCH 2011 | APRIL 2011 |
|-----------------|------------|------------|------------|
| TRAFFIC TICKETS | 455        | 313        | 226        |
| WARNING TICKETS | 302        | 247        | 127        |
| OFFENSES        | 495        | 391        | 368        |
| ARRESTS         | 224        | 215        | 237        |
| PARKING TICKETS | 252        | 281        | 182        |
| STOPS           | 874        | 762        | 734        |

**CITY ORDINANCE TICKETS FOR APRIL 2011**

NUMBER OF TICKETS WRITTEN 99  
NUMBER OF TICKETS PAID OVER THE COUNTER 24  
FINES COLLECTED OVER THE COUNTER \$4150

**IMPOUNDED VEHICLES FOR APRIL 2011**

TOTAL VEHICLES IMPOUNDED: 34  
AMOUNT OF FINES COLLECTED: \$11,500

**OFFENSES**

|              |    |
|--------------|----|
| DRUG RELATED | 10 |
| DUI          | 8  |
| DWLS/R       | 15 |
| UUW          | 0  |

**MULTIPLE OFFENSES**

|              |           |
|--------------|-----------|
| DRUGS/DUI    | 0         |
| DRUGS/DWLS-R | 0         |
| DRUGS/UUW    | 0         |
| DUI/DWLS-R   | 1         |
| <b>TOTAL</b> | <b>34</b> |



**LIQUOR COMMISSION MINUTES  
THURSDAY, MAY 26, 2011  
4:00 P.M.  
CITY HALL COUNCIL CHAMBERS**

Deputy Liquor Commissioner Rick VonRohr called the meeting to order at 4:00 p.m.

**PLEDGE of ALLEGIANCE**

Liquor Commissioner Laurie Barra led the Commission in the Pledge.

**ROLL CALL**

The following members were present for roll call: Liquor Commissioner Laurie Barra, Police Chief Greg Nelson, Fire Chief Kurt Nelson, Deputy Liquor Commissioner Rick VonRohr, Commissioner Buster Hanley, and Commissioner Dale Vonderheide.

Also present: Attorney Scott Kriegsman - Corporation Counsel.

**APPROVAL OF AGENDA**

Motion made by Liquor Commissioner Barra to approve the Agenda of May 26, 2011, seconded by Fire Chief Kurt Nelson. On roll call vote all present voted Aye. Motion Carried.

**APPROVAL OF MINUTES**

Motion made by Commissioner Vonderheide to approve the Liquor Commission Minutes dated May 26, 2011, seconded by Liquor Commissioner Barra. On roll call vote all present voted Aye. Motion carried.

**PUBLIC INPUT/COMMENTS/QUESTIONS**

There were comments or questions heard.

**NEW BUSINESS**

**APPLICATION  
HACIENDA FUENTES  
2912 COURT STREET**

Deputy Liquor Commissioner Von Rohr introduced the application of Fuentes, Inc. for a Class A Liquor License doing business as Hacienda Fuentes. The Commission was advised that the Inspections Department and the Fire Department had not yet signed off on a completed walk-thru but other provisions of the liquor application had been met. There were no questions or concerns by the Commission.

Motion made by Deputy Liquor Commissioner VonRohr, seconded by Commissioner Hanley to approve the application to issue a Liquor License to Fuentes, Inc. subject to satisfactory completion of building and fire inspections for occupancy. On roll call vote all present voted Aye. Motion Carried.

Gilberto Fuentes, Victor Fuentes, and Jaime Fuentes were in attendance. The proprietors of the new Mexican restaurant in the Sunset Plaza were advised by the Deputy Liquor Commissioner to contact the City for final inspections when sprinkler work was completed. At that point the license would be issued by the City Clerk and could be taken to the State. The applicants were welcomed to the community and wished much success.



**ANY OTHER BUSINESS**

Deputy Liquor Commissioner welcomed Mayor Barra to her first official meeting. Rick VonRohr was congratulated on his re-appointment as Deputy Liquor Commissioner.

Deputy Liquor Commissioner then advised the members that there maybe Hearings that would come before the commission in the coming weeks as a result of 3 establishments sited by the State for serving persons under the age of 21. The commission was informed that the violation for Kouri's, Applebees, and Club Grind were sent to the attorney's office for process. It was reported 19 establishments were tested with only 3 in non-compliance.

No other business to come before the Commission, a motion was made by Fire Chief Nelson to adjourn, seconded by Commissioner Vonderheide.

**Meeting adjourned 4:12 P.M.**

**Next Meeting June 23, 2011 at 4:00 P.M.**

Respectfully submitted  
Sue E. McMillan  
City Clerk

City of Pekin  
Human Rights Committee  
Meeting Minutes  
March 23, 2011 - 5:30pm

- I. Welcome and introductions
  - a. Voting Members Present: Chris Coplan, Melinda Figge, Bill Fleming, Shanna Shipman
  - b. Advisory Members Present: Pamela Jones
  - c. Staff Present: Pamela Anderson, Greg Nelson
- II. Approval of agenda
  - a. No objections to the agenda as presented
- III. Approval of minutes – February 23, 2011
  - a. Absent a quorum of voting members, no action was taken on the minutes from the February 23, 2011 meeting.
- IV. Public comment on agenda items - none
- V. Correspondence and feedback - none
- VI. Old Business
  - a. Report to City Council – Shipman noted we have been discussing a report to the City Council – an effort to bring them up to speed on what we have done, and what we are working on. As we need their approval of our plans and priorities, we recognize that we need to wait until after the election, and possibly until the new city manager is hired.
- VII. New Business
  - a. Potential Initiatives/Projects
    - i. Shipman presented a grid that included our four main goals (advise the city council, promote increase awareness of

legalities, promote public awareness of City's position, and establish and encourage meaningful dialogue.)

- ii. Under each goal were possible projects or tasks. The committee discussed several ideas and added a few more projects to the grid. We're focusing on these:
  - 1. Stand Against Racism (Melinda)
  - 2. Business Education Training/Seminar (Fleming)
  - 3. Public Signage/Campaign (Shipman)
  - 4. Multi-Cultural Event (Shipman)
  - 5. Web Presence (Coplan)
- iii. We also added to the grid
  - 1. Renaming of two intersecting streets to Dirksen & MLK
  - 2. Collaborating with Peoria Race Relations Commission
  - 3. Including City's diversity statement in hiring materials

#### VIII. Other business to come before the committee

##### A. Committee members

- a. Figge noted the upcoming "Stand Against Racism" program on April 29<sup>th</sup>. Last year 25 local businesses and organizations signed on. Six have signed on already this year. The YWCA is partnering with Pekin Main Street to hold an event on the Courthouse lawn as part of their regularly scheduled series. The event will move to the library in the event of rain.

##### B. Committee advisory members

- a. Pamela Jones distributed a copy of the Ameren Journal, the company newspaper. It featured an article about diversity by Pamela, and also listed the winners of the Thomas R. Voss Diversity Excellence awards. She was one of the winners.

##### C. City staff - none

##### D. Public - none

##### E. Press - none

#### IX. Adjournment

- a. With no further business, the meeting adjourned at 6:35pm

City of Pekin  
Human Rights Committee  
Meeting Minutes  
February 23, 2011; 5:30pm

Present: Gregg Ratliff, Chris Copeland, Shanna Shipman, Melinda Figge, Kristie Peterson; John McCabe, Michelle Moul; Pamela Anderson

- I. Welcome and introductions
- II. Approval of agenda – K. Peterson 1<sup>st</sup>; M. Figge 2<sup>nd</sup>; all ayes
- III. Approval of minutes – January 2011 – G. Ratliff 1<sup>st</sup>; K. Peterson 2<sup>nd</sup>; all ayes
- IV. Public comment on agenda items - none
- V. Correspondence and feedback - none
- VI. Old Business
  - A. Nominations for election of committee chair - tabled
  - B. Recommendations to fill empty committee seat – Michelle Moul agreed to move from the Advisory role to the Committee role; City staff will notify Mayor for recommendation for appointing
  - C. Determination of meeting time – discussion of different times; Committee came to consensus to keep meeting time at 5:30pm on the 4<sup>th</sup> Wed. of the month
  - D. Revision of schedule re: committee presentations (if any) – presentations will wait until future, as needed
  - E. Feedback regarding summary of discussion on advisory role – S. Shipman will present a summary document to Committee to review concerning discussions on City code for the HRC
- VII. New Business

- A. Discussion in preparation for report to city council – Committee decided to present to new Council and City Manager in the future; K. Peterson 1<sup>st</sup>, M. Figge 2<sup>nd</sup>, all ayes
- B. Clarification of goals pertaining to city code (Goals B., C., D.) - S. Shipman will summarize in document to committee in the future concerning the discussion of City code

VIII. Other business to come before the committee

- A. Committee members - none
- B. Committee advisory members - none
- C. City staff – P. Anderson handed out an update on State legislature from the IL Department of Human Rights & an article that was on CNN.com / Southern Poverty Law Center concerning the number of U.S. hate groups is on the rise
- D. Public - none
- E. Press - none

IX. Adjournment



**City of Pekin Human Rights Committee**  
**Goals and Initiatives**  
**March 23, 2011**



| Advise City Council and staff on public policy                      | Promote awareness of legal issues (rights)                                                                                          | Increase public awareness on City's position                                                                    | Encourage dialogue among city's groups                                                                    |
|---------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|
| <b>Make City Council aware of issues/developments as they arise</b> | <b>Educate business and organizations on legal issues via training, etc.</b><br>Host business seminar regarding hiring/recruitment. | <b>Disseminate City's statement on HR to potential employees, businesses, etc.</b><br>Begin with hiring packets | <b>Highlight positive practices by businesses/orgs</b>                                                    |
| <b>Make suggestions regarding hiring practices to City</b>          | <b>Educate public re: rights via website, TV access, etc.</b><br>Explore/expand committee section of City web page                  | <b>Highlight positive city practices</b>                                                                        | <b>Host public speaker events</b><br>Host international fair with multi-cultural performances, food, etc. |
| <b>Make suggestions regarding marketing to City</b>                 | <b>Educate city council/staff when appropriate via memos, presentations, etc.</b>                                                   | <b>Publically promote HRC committee's activity</b>                                                              | <b>Organize multi-entity training/dialogue events</b>                                                     |
| Report committee developments to new council                        |                                                                                                                                     | Create public signage welcoming diversity (and accompanying campaign/events?)                                   | Pursue invitation to work with the Peoria Race Relations Commission                                       |
|                                                                     |                                                                                                                                     | Rename streets—Dirksen intersect Martin Luther King                                                             |                                                                                                           |

**Human Rights Committee  
Initiatives for Further Exploration  
March 23, 2011**

| <b>Initiative</b>                                    | <b>Point Person</b> | <b>Timeline</b> | <b>Partner(s)</b>                                   |
|------------------------------------------------------|---------------------|-----------------|-----------------------------------------------------|
| Web presence                                         | Chris Coplan        | Ongoing         | City staff                                          |
| Inclusion of City statement in recruitment materials |                     |                 | City staff                                          |
| Public signage campaign                              | Shanna Shipman      |                 | Marketing expert,<br>Other communities.<br>Students |

| <b>Event</b>                                                          | <b>Point Person</b> | <b>Timeline</b>                        | <b>Partner(s)</b>                                                |
|-----------------------------------------------------------------------|---------------------|----------------------------------------|------------------------------------------------------------------|
| Stand Against Racism Participation                                    |                     | April 29, 2011                         | Coalition for Equality/YWCA<br>Pekin Main Street                 |
| Business related educational seminar                                  | Bill Fleming        | Fall 2011                              | Chamber of Commerce                                              |
| Multi-cultural family event (pursue with Peoria Race Relations Comm.) |                     | Winter 2012                            | Speakeasy Art Center, Food vendors, PCHS, Service clubs, Library |
| Street dedication/renaming                                            |                     | Spring 2012?<br>(Stand against Racism) | City staff                                                       |



## REQUEST FOR COUNCIL ACTION

**To: Mayor and Council**

**CC: Frank Mackaman, Interim City Manager  
Joseph Wuellner, Public Works Director**

**From: Sue E. McMillan, City Clerk**

**CONSENT AGENDA ITEM:** Resolution No. 4-11/12 Annual Prevailing Wage

**AGENDA DATE REQUESTED:** June 13, 2011

**ACTION REQUESTED:** Adoption of the Annual Prevailing Wage resolution and publication.

**DESCRIPTION:** The Prevailing Wage Act requires contractors and subcontractors to pay laborers, workers and mechanics employed on Public Works construction projects no less than the general prevailing rate of wages (consisting of hourly cash wages plus fringe benefits) for work of a similar character in the county where the work is performed.

The City of Pekin, by policy, during the month of June of each calendar year, investigates the rate of wages to be paid and post or keeps available its determination. The City of Pekin accepts the Illinois Department of Labor's ascertained list of classifications and rates for Tazewell County. This information is attached to the Resolution, which remains posted in the lobby of City Hall throughout the year.

After acceptance by the Council the adopted resolution is certified and filed in the office of the Secretary of State in Springfield pursuant to the Act and 820 ILCS 130-9. For compliance a Legal Notice is then published in the *Pekin Times*, making the public aware that the information is available for inspection of interested parties. The City must also include provisions concerning the prevailing wage into each public works ordinance, bid, bid specifications, and contract.

Modifications were made to the language of last year's resolution removing excluded projects, minimum contract dollar amounts, and prerequisite of contractors.

**FINANCIAL IMPACT:** None.

**NEIGHBORHOOD CONCERNS:** None.

**IMPACT IF APPROVED:** Pay rates for Tazewell County paid to trade classifications listed on the IDOT schedule.

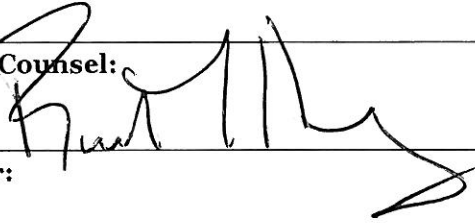
**IMPACT IF DENIED:** Potential compromise of funding sources for various public works projects.

**ALTERNATIVES:** Not to adopt a prevailing wage policy and the Department of Labor determines the prevailing wage for the public body.

**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.

|                                                                     |                                                                                                                                    |
|---------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|
|                                                                     | <b>A Strong Foundation.</b> To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.     |
|                                                                     | <b>A High Quality of Life.</b> To support or provide services that improve the quality of life for Pekin's residents.              |
| ✓                                                                   | <b>An Effective Government.</b> To deliver effectively the services that Pekin's residents want, need, and are willing to support. |
| <b>REQUIRED SIGNATURES</b>                                          |                                                                                                                                    |
| <b>Department Director:</b>                                         |                                                                                                                                    |
| Date:                                                               |                                                                                                                                    |
| <b>Finance Department (Certification of Availability of Funds):</b> |                                                                                                                                    |
| Date:                                                               |                                                                                                                                    |
| <b>Corporation Counsel:</b>                                         |                                                                                                                                    |
| Date:                                                               |  6-2-11                                           |
| <b>City Manager:</b>                                                |                                                                                                                                    |
| Date:                                                               |                                                                                                                                    |

**RESOLUTION NO. 4 - 11/12**

**A RESOLUTION OF THE CITY OF PEKIN, TAZEWELL COUNTY,  
ILLINOIS ASCERTAINING THE PREVAILING RATES  
OF WAGES FOR LABORERS, WORKERS AND MECHANICS  
EMPLOYED AT PUBLIC WORKS OF THE CITY OF PEKIN**

WHEREAS, the Prevailing Wage Law, Chapter 820 ILCS 130/1-12, Illinois Compiled Statutes approved June 26, 1941, as amended, requires that each public body awarding any construction contract for public work or doing such work by day labor shall annually ascertain the general prevailing hourly rates of wages for employees engaged on such work; and

WHEREAS, "public work", as defined in the Prevailing Wage Law, includes commercial or industrial projects financed in whole or in part through the issuance of revenue bonds by the City of Pekin under authority of the Industrial Project Bond Act or Home Rule Ordinance, without regard to what person or entity formally contracts for such work; and

WHEREAS, the statutes further provide that said rates be published, publicly posted and/or kept available for inspection by any interested party and a certified copy hereof must be promptly filed in the Office of the Secretary of State and Labor Department and be provided to others on request; and

WHEREAS, the City of Pekin believes Prevailing Wage Law shall apply to private commercial economic development projects directly supported by public funds, including projects supported by Tax Increment Financing or tax incentives of any kind.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pekin, County of Tazewell, State of Illinois, that the prevailing wages as set forth in the document attached hereto are incorporated herein by reference as the prevailing rates of hourly wages in the City of Pekin, Illinois for the laborers, workers and mechanics specified therein who are engaged in the construction of public works within the jurisdiction of this municipality; and

BE IT FURTHER RESOLVED that the prevailing wages set forth in the document attached hereto and incorporated by reference shall be paid to laborers, workers and mechanics specified therein when such persons perform work on private commercial economic development projects directly supported by public funds, including projects supported by Tax Increment Financing or tax incentives of any kind.

BE IT RESOLVED that nothing herein contained shall be constructed to apply said prevailing hourly rates of wages in the locality to any work or employment other than public works or private commercial economic development projects directly supported by public funds as defined in the Act and this Resolution; and

BE IT RESOLVED that the City Clerk shall publicly post or keep available for inspection by any interested party in the main office of this City this determination of prevailing rates of wages; and

BE IT RESOLVED that the City Clerk shall mail a copy of this determination to any employer, any association of employers, and to any person or association of employees who have filed or do file their names and addresses with the Clerk requesting copies of any determination under said law of the particular rates and of the particular classes of persons whose wages will be affected by such rates; and

BE IT RESOLVED that the City Clerk shall promptly file a certified copy of this Resolution with the Secretary of State and the Department of Labor of the State of Illinois; and

BE IT RESOLVED that the City Clerk, as required by law, shall cause to be published in a newspaper of general circulation within the area of this municipality a notice of this determination and that it is effective prevailing wage determination of this public body.

ADOPTED AND APPROVED THIS 13<sup>TH</sup> DAY OF JUNE, 2011.

\_\_\_\_\_  
Laurie L. Barra, Mayor

ATTEST:

\_\_\_\_\_  
Sue E. McMillan, City Clerk



# Tazewell County Prevailing Wage for June 2011

| Trade Name           | RG | TYP | C | Base   | FRMAN  | *M-F>8 | OSA | OSH | H/W   | Pensn | Vac   | Trng  |
|----------------------|----|-----|---|--------|--------|--------|-----|-----|-------|-------|-------|-------|
| =====                | == | === | = | =====  | =====  | =====  | === | === | ===== | ===== | ===== | ===== |
| ASBESTOS ABT-GEN     | NW | BLD |   | 25.290 | 26.790 | 1.5    | 1.5 | 2.0 | 7.500 | 12.48 | 0.000 | 0.800 |
| ASBESTOS ABT-GEN     | NW | HWY |   | 27.730 | 28.980 | 1.5    | 1.5 | 2.0 | 7.500 | 13.07 | 0.000 | 0.800 |
| ASBESTOS ABT-GEN     | SE | BLD |   | 24.950 | 25.700 | 1.5    | 1.5 | 2.0 | 6.550 | 10.74 | 0.000 | 0.800 |
| ASBESTOS ABT-MEC     |    | BLD |   | 31.010 | 0.000  | 1.5    | 1.5 | 2.0 | 10.82 | 10.66 | 0.000 | 0.620 |
| BOILERMAKER          |    | BLD |   | 34.170 | 37.170 | 2.0    | 2.0 | 2.0 | 6.820 | 8.550 | 0.000 | 0.350 |
| BRICK MASON          |    | BLD |   | 30.630 | 32.130 | 1.5    | 1.5 | 2.0 | 6.900 | 8.580 | 0.000 | 0.500 |
| CARPENTER            |    | BLD |   | 29.290 | 31.540 | 1.5    | 1.5 | 2.0 | 7.350 | 12.55 | 0.000 | 0.420 |
| CARPENTER            |    | HWY |   | 30.230 | 32.480 | 1.5    | 1.5 | 2.0 | 7.350 | 12.94 | 0.000 | 0.420 |
| CEMENT MASON         |    | BLD |   | 26.600 | 28.350 | 1.5    | 1.5 | 2.0 | 8.140 | 12.80 | 0.000 | 0.500 |
| CEMENT MASON         |    | HWY |   | 27.830 | 29.330 | 1.5    | 1.5 | 2.0 | 8.140 | 13.23 | 0.000 | 0.500 |
| CERAMIC TILE FNSHER  |    | BLD |   | 28.320 | 0.000  | 1.5    | 1.5 | 2.0 | 6.900 | 8.580 | 0.000 | 0.490 |
| ELECTRIC PWR EQMT OP |    | ALL |   | 35.440 | 0.000  | 1.5    | 1.5 | 2.0 | 5.000 | 10.98 | 0.000 | 0.270 |
| ELECTRIC PWR GRNDMAN |    | ALL |   | 24.320 | 0.000  | 1.5    | 1.5 | 2.0 | 5.000 | 7.540 | 0.000 | 0.180 |
| ELECTRIC PWR LINEMAN |    | ALL |   | 39.370 | 41.910 | 1.5    | 1.5 | 2.0 | 5.000 | 12.20 | 0.000 | 0.300 |
| ELECTRIC PWR TRK DRV |    | ALL |   | 25.510 | 0.000  | 1.5    | 1.5 | 2.0 | 5.000 | 7.920 | 0.000 | 0.190 |
| ELECTRICIAN          |    | BLD |   | 33.790 | 36.290 | 1.5    | 1.5 | 2.0 | 5.250 | 9.550 | 0.000 | 0.250 |
| ELECTRONIC SYS TECH  |    | BLD |   | 27.060 | 28.810 | 1.5    | 1.5 | 2.0 | 5.250 | 8.810 | 0.000 | 0.250 |
| ELEVATOR CONSTRUCTOR |    | BLD |   | 39.100 | 43.990 | 2.0    | 2.0 | 2.0 | 10.53 | 10.71 | 2.350 | 0.000 |
| GLAZIER              |    | BLD |   | 29.520 | 31.520 | 1.5    | 1.5 | 2.0 | 8.950 | 7.700 | 0.000 | 1.250 |
| HT/FROST INSULATOR   |    | BLD |   | 41.350 | 43.850 | 1.5    | 1.5 | 2.0 | 10.82 | 11.86 | 0.000 | 0.620 |
| IRON WORKER          |    | BLD |   | 30.120 | 31.870 | 1.5    | 1.5 | 2.0 | 8.890 | 11.01 | 0.000 | 0.440 |
| IRON WORKER          |    | HWY |   | 33.070 | 35.070 | 1.5    | 1.5 | 2.0 | 8.890 | 11.01 | 0.000 | 0.390 |
| LABORER              | NW | BLD |   | 24.290 | 25.790 | 1.5    | 1.5 | 2.0 | 7.500 | 12.48 | 0.000 | 0.800 |
| LABORER              | NW | HWY |   | 26.980 | 28.230 | 1.5    | 1.5 | 2.0 | 7.500 | 13.07 | 0.000 | 0.800 |
| LABORER              | SE | BLD |   | 24.950 | 25.700 | 1.5    | 1.5 | 2.0 | 6.550 | 10.74 | 0.000 | 0.800 |
| LABORER              | SE | HWY |   | 27.390 | 28.390 | 1.5    | 1.5 | 2.0 | 6.550 | 10.74 | 0.000 | 0.800 |
| LATHER               |    | BLD |   | 29.290 | 31.540 | 1.5    | 1.5 | 2.0 | 7.350 | 12.55 | 0.000 | 0.420 |
| MACHINERY MOVER      |    | HWY |   | 33.070 | 35.070 | 1.5    | 1.5 | 2.0 | 8.890 | 11.01 | 0.000 | 0.390 |
| MACHINIST            |    | BLD |   | 43.160 | 45.160 | 1.5    | 1.5 | 2.0 | 7.640 | 8.700 | 0.000 | 0.000 |
| MARBLE FINISHERS     |    | BLD |   | 28.320 | 0.000  | 1.5    | 1.5 | 2.0 | 6.900 | 8.580 | 0.000 | 0.490 |
| MARBLE MASON         |    | BLD |   | 30.080 | 31.330 | 1.5    | 1.5 | 2.0 | 6.900 | 8.580 | 0.000 | 0.490 |
| MILLWRIGHT           |    | BLD |   | 30.240 | 32.490 | 1.5    | 1.5 | 2.0 | 7.350 | 11.94 | 0.000 | 0.420 |
| MILLWRIGHT           |    | HWY |   | 31.380 | 33.630 | 1.5    | 1.5 | 2.0 | 7.350 | 12.29 | 0.000 | 0.420 |
| OPERATING ENGINEER   |    | BLD | 1 | 31.740 | 34.740 | 1.5    | 1.5 | 2.0 | 7.250 | 11.65 | 0.000 | 2.000 |
| OPERATING ENGINEER   |    | BLD | 2 | 29.590 | 34.740 | 1.5    | 1.5 | 2.0 | 7.250 | 11.65 | 0.000 | 2.000 |
| OPERATING ENGINEER   |    | BLD | 3 | 28.010 | 34.740 | 1.5    | 1.5 | 2.0 | 7.250 | 11.65 | 0.000 | 2.000 |
| OPERATING ENGINEER   |    | HWY | 1 | 34.000 | 37.000 | 1.5    | 1.5 | 2.0 | 8.250 | 11.65 | 0.000 | 2.200 |
| OPERATING ENGINEER   |    | HWY | 2 | 31.490 | 37.000 | 1.5    | 1.5 | 2.0 | 8.250 | 11.65 | 0.000 | 2.200 |
| OPERATING ENGINEER   |    | HWY | 3 | 27.340 | 37.000 | 1.5    | 1.5 | 2.0 | 8.250 | 11.65 | 0.000 | 2.200 |
| PAINTER              |    | ALL |   | 32.200 | 34.200 | 1.5    | 1.5 | 1.5 | 8.950 | 8.200 | 0.000 | 1.250 |
| PAINTER SIGNS        |    | BLD |   | 32.770 | 36.800 | 1.5    | 1.5 | 1.5 | 2.600 | 2.620 | 0.000 | 0.000 |
| PILEDRIIVER          |    | BLD |   | 29.790 | 32.040 | 1.5    | 1.5 | 2.0 | 7.350 | 12.55 | 0.000 | 0.420 |
| PILEDRIIVER          |    | HWY |   | 31.230 | 33.480 | 1.5    | 1.5 | 2.0 | 7.350 | 12.94 | 0.000 | 0.420 |
| PIPEFITTER           |    | BLD |   | 36.050 | 40.020 | 1.5    | 1.5 | 2.0 | 6.700 | 10.47 | 0.000 | 1.010 |
| PLASTERER            |    | BLD |   | 27.000 | 28.250 | 1.5    | 1.5 | 2.0 | 6.590 | 12.33 | 0.000 | 0.500 |
| PLUMBER              |    | BLD |   | 33.060 | 36.040 | 1.5    | 1.5 | 2.0 | 6.700 | 12.17 | 0.000 | 0.900 |
| ROOFER               |    | BLD |   | 27.080 | 28.080 | 1.5    | 1.5 | 2.0 | 7.450 | 7.220 | 0.000 | 0.250 |
| SHEETMETAL WORKER    |    | BLD |   | 31.920 | 33.520 | 1.5    | 1.5 | 2.0 | 7.270 | 13.08 | 0.000 | 0.660 |
| SIGN HANGER          |    | HWY |   | 33.070 | 35.070 | 1.5    | 1.5 | 2.0 | 8.890 | 11.01 | 0.000 | 0.390 |
| SPRINKLER FITTER     |    | BLD |   | 36.140 | 38.890 | 1.5    | 1.5 | 2.0 | 8.100 | 8.200 | 0.000 | 0.350 |
| STEEL ERECTOR        |    | HWY |   | 33.070 | 35.070 | 1.5    | 1.5 | 2.0 | 8.890 | 11.01 | 0.000 | 0.390 |
| STONE MASON          |    | BLD |   | 30.630 | 32.130 | 1.5    | 1.5 | 2.0 | 6.900 | 8.580 | 0.000 | 0.500 |
| TERRAZZO FINISHER    |    | BLD |   | 28.320 | 0.000  | 1.5    | 1.5 | 2.0 | 6.900 | 8.580 | 0.000 | 0.490 |
| TERRAZZO MASON       |    | BLD |   | 30.080 | 31.330 | 1.5    | 1.5 | 2.0 | 6.900 | 8.580 | 0.000 | 0.490 |
| TILE MASON           |    | BLD |   | 30.080 | 31.330 | 1.5    | 1.5 | 2.0 | 6.900 | 8.580 | 0.000 | 0.490 |
| TRUCK DRIVER         |    | ALL | 1 | 30.350 | 0.000  | 1.5    | 1.5 | 2.0 | 10.05 | 4.610 | 0.000 | 0.250 |
| TRUCK DRIVER         |    | ALL | 2 | 30.790 | 0.000  | 1.5    | 1.5 | 2.0 | 10.05 | 4.610 | 0.000 | 0.250 |

|              |       |        |        |     |     |     |       |       |       |       |
|--------------|-------|--------|--------|-----|-----|-----|-------|-------|-------|-------|
| TRUCK DRIVER | ALL 3 | 30.990 | 0.000  | 1.5 | 1.5 | 2.0 | 10.05 | 4.610 | 0.000 | 0.250 |
| TRUCK DRIVER | ALL 4 | 31.270 | 0.000  | 1.5 | 1.5 | 2.0 | 10.05 | 4.610 | 0.000 | 0.250 |
| TRUCK DRIVER | ALL 5 | 32.090 | 0.000  | 1.5 | 1.5 | 2.0 | 10.05 | 4.610 | 0.000 | 0.250 |
| TRUCK DRIVER | O&C 1 | 24.280 | 0.000  | 1.5 | 1.5 | 2.0 | 10.05 | 4.610 | 0.000 | 0.250 |
| TRUCK DRIVER | O&C 2 | 24.630 | 0.000  | 1.5 | 1.5 | 2.0 | 10.05 | 4.610 | 0.000 | 0.250 |
| TRUCK DRIVER | O&C 3 | 24.790 | 0.000  | 1.5 | 1.5 | 2.0 | 10.05 | 4.610 | 0.000 | 0.250 |
| TRUCK DRIVER | O&C 4 | 25.020 | 0.000  | 1.5 | 1.5 | 2.0 | 10.05 | 4.610 | 0.000 | 0.250 |
| TRUCK DRIVER | O&C 5 | 25.670 | 0.000  | 1.5 | 1.5 | 2.0 | 10.05 | 4.610 | 0.000 | 0.250 |
| TUCKPOINTER  | BLD   | 30.630 | 32.130 | 1.5 | 1.5 | 2.0 | 6.900 | 8.580 | 0.000 | 0.500 |

**Legend:**

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.)  
 OSA (Overtime is required for every hour worked on Saturday)  
 OSH (Overtime is required for every hour worked on Sunday and Holidays)  
 H/W (Health & Welfare Insurance)  
 Pensn (Pension)  
 Vac (Vacation)  
 Trng (Training)

## 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, vector 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; Tournadozer; Work Boats; Ross Carrier; Helicopter; Tournapulls - all and similar types; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Heavy Equipment Greaser; CMI, CMI Belt Placer, Auto Grade & 3 Track and similar types; Side Booms; Multiple Unit Earth Movers; Creter Crane; Trench Machine; Pump-crete-Belt Crete-Squeeze Cretes-Screw-type Pumps and Gypsum; Bulker & Pump - Operator will clean; Formless Finishing Machine; Flaherty Spreader or similar types; Screed Man on Laydown Machine; Wheel Tractors (industrial or Farm-type w/Dozer-Hoe-Endloader or other attachments); F.W.D. & Similar Types; Vermeer Concrete Saw.

Class 2. Dinkeys; Power Launches; PH One-pass Soil Cement Machine (and similar types); Pugmill with Pump; Backfillers; Euclid Loader; Forklifts; Jeeps w/Ditching Machine or other attachments; Tuneluger; Automatic Cement and Gravel Batching Plants; Mobile Drills (Soil Testing) and similar types; Gurries and Similar Types; (1) and (2) Drum Hoists (Buck Hoist and Similar Types); Chicago Boom; Boring Machine & Pipe Jacking Machine; Hydro Boom; Dewatering System; Straw Blower; Hydro Seeder; Assistant Heavy Equipment Greaser on Spread; Tractors (Track type) without Power Unit pulling Rollers; Rollers on Asphalt -- 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 Batchers; 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; Pugmill with Pump; All (1) and (2) Drum Hoists; Dewatering System; Straw Blower; Hydro-Seeder; Bump Grinders (self-propelled); Assistant Heavy Equipment Greaser; Apsco Spreader; Tractors (Track-Type) without Power Units Pulling Rollers; Rollers on Asphalt - Brick or Macadam; Concrete Breakers; Concrete Spreaders; Cement Strippers; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Vibro-Tampers (All Similar Types Self-Propelled); Mechanical Bull Floats; Self-Propelled Concrete Saws; Truck Mounted Power Saws; Operation of Curb Cutters; Mixers - Over Three (3) Bags; Winch and Boom Trucks; Tractor Pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Mule Pulling Rollers; Pugmill without Pump; Barber Greene or Similar Loaders; Track Type Tractor w/Power Unit attached (minimum); Fireman; Spray Machine on Paving; Curb Machines; Paved Ditch Machine; Power Broom; Self-Propelled Sweepers; Self-Propelled Conveyors; Power Subgrader; Oil Distributor; Straight Tractor; Truck Crane Oiler; Truck Type Oilers; Directional Boring Machine; Horizontal Directional Drill; Articulating End Dump Vehicles; Starting Engineer on Pipeline or Construction (6 -10 pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water 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

Landscaping 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.



## LEGAL NOTICE

### NOTICE OF RESOLUTION NO. 4 – 11/12 PREVAILING WAGE RATES

TAKE NOTICE that the City Council of the City of Pekin, pursuant to “An Act regulating wages of laborers, mechanics and other workers employed in any public works by State, county, city or any public body or any political subdivision or by anyone under contract for public works,” approved June 26, 1941 as amended, has determined on, and as effective from June 13, 2011, that the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in the construction of public works coming under the jurisdiction of the City of Pekin is the same as determined by the Department of Labor of the State of Illinois for Tazewell County as of June 1, 2011. A copy of the full Resolution and the Department of Labor determination is available for inspection by any interested party in the Office of the City Clerk, 111 South Capitol Street, Pekin, Illinois 61554, and to any employer or association of employers and any person or association of employees who have filed, or file their names and addresses, requesting copies of the same.

BY: Sue E. McMillan, City Clerk  
City of Pekin, County of Tazewell  
111 South Capitol Street  
Pekin, Illinois 61554



# ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 North Grand Avenue East, P.O. Box 19276 Springfield, Illinois 62794-9276 • (217) 782-2829  
James R. Thompson Center, 100 West Randolph Suite 11-300, Chicago, IL 60601 • (312) 814-6026

217/782-0610

PAT QUINN, GOVERNOR

May 23, 2011

City of Pekin  
111 South Capitol Street  
Pekin, Illinois 61554

Re: City of Pekin  
Pekin STP #1  
NPDES Permit No. IL0034495  
Final Permit

Gentlemen:

Attached is the final NPDES Permit for your discharge. The Permit as issued covers discharge limitations, monitoring, and reporting requirements. Failure to meet any portion of the Permit could result in civil and/or criminal penalties. The Illinois Environmental Protection Agency is ready and willing to assist you in interpreting any of the conditions of the Permit as they relate specifically to your discharge.

The Agency has begun a program allowing the submittal of electronic Discharge Monitoring Reports (eDMRs) instead of paper Discharge Monitoring Reports (DMRs). If you are interested in eDMRs, more information can be found on the Agency website, <http://epa.state.il.us/water/edmr/index.html>. If your facility is not registered in the eDMR program, a supply of preprinted paper DMR Forms for your facility will be sent to you prior to the initiation of DMR reporting under the reissued permit. Additional information and instructions will accompany the preprinted DMRs upon their arrival.

The attached Permit is effective as of the date indicated on the first page of the Permit. Until the effective date of any re-issued Permit, the limitations and conditions of the previously-issued Permit remain in full effect. You have the right to appeal any condition of the Permit to the Illinois Pollution Control Board within a 35 day period following the issuance date.

Should you have questions concerning the Permit, please contact Surinder Tandon at the 217/782-0610.

Sincerely,

Alan Keller, P.E.  
Manager, Permit Section  
Division of Water Pollution Control

SAK:REP:SKT:09091601.bah

Attachment: Final Permit

cc: Records  
Compliance Assurance Section  
Peoria Region  
Billing

NPDES Permit No. IL0034495

Illinois Environmental Protection Agency

Division of Water Pollution Control

1021 North Grand Avenue East

Post Office Box 19276

Springfield, Illinois 62794-9276

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM

Reissued (NPDES) Permit

Expiration Date: May 31, 2016

Issue Date: May 23, 2011

Effective Date: June 1, 2011

Name and Address of Permittee:

City of Pekin  
111 South Capitol Street  
Pekin, Illinois 61554

Facility Name and Address:

Pekin STP #1  
606 South Front Street  
Pekin, Illinois  
(Tazewell County)

Receiving Waters: Illinois River

In compliance with the provisions of the Illinois Environmental Protection Act, Title 35 of the Ill. Adm. Code, Subtitle C, Chapter I, and the Clean Water Act (CWA), the above-named Permittee is hereby authorized to discharge at the above location to the above-named receiving stream in accordance with the standard conditions and attachments herein.

Permittee is not authorized to discharge after the above expiration date. In order to receive authorization to discharge beyond the expiration date, the Permittee shall submit the proper application as required by the Illinois Environmental Protection Agency (IEPA) not later than 180 days prior to the expiration date.



Alan Keller, P.E.  
Manager, Permit Section  
Division of Water Pollution Control

SAK:SKT.09091601.bah

NPDES Permit No. IL0034495

Effluent Limitations, Monitoring, and Reporting

## FINAL

Discharge Number(s) and Name(s): 001 STP Outfall

Load limits computed based on a design average flow (DAF) of 4.5 MGD (design maximum flow (DMF) of 8.7 MGD).

Excess flow facilities (if applicable) shall not be utilized until the main treatment facility is receiving its maximum practical flow.

From the effective date of this Permit until the attainment of operational level of the upgraded plant, the effluent of the above discharge(s) shall be monitored and limited at all times as follows:

| Parameter                   | LOAD LIMITS lbs/day                                                 |                |               | CONCENTRATION   |                |               | Sample Frequency | Sample Type |
|-----------------------------|---------------------------------------------------------------------|----------------|---------------|-----------------|----------------|---------------|------------------|-------------|
|                             | Monthly Average                                                     | Weekly Average | Daily Maximum | Monthly Average | Weekly Average | Daily Maximum |                  |             |
| Flow (MGD)                  |                                                                     |                |               |                 |                |               | Continuous       |             |
| CBOD <sub>5</sub> **        | 751 (1451)                                                          | 1501 (2902)    |               | 20              | 40             |               | 5 days/week      | Composite   |
| Suspended Solids            | 938 (1814)                                                          | 1689 (3265)    |               | 25              | 45             |               | 5 days/week      | Composite   |
| pH                          | Shall be in the range of 6 to 9 Standard Units                      |                |               |                 |                |               | 5 days/week      | Grab        |
| Fecal Coliform***           | Daily Maximum shall not exceed 400 per 100 mL (May through October) |                |               |                 |                |               | 5 days/week      | Grab        |
| Chlorine Residual***        |                                                                     |                |               |                 |                | 0.75          | 5 days/week      | Grab        |
| Ammonia Nitrogen as (N)**** |                                                                     |                |               |                 |                |               |                  |             |
| March-May/Sept.-Oct.        |                                                                     |                | 173 (334)     |                 |                | 4.6           | 5 days/week      | Composite   |
| June-August                 |                                                                     |                | 163 (319)     |                 |                | 4.4           | 5 days/week      | Composite   |
| Nov.-Feb.                   |                                                                     |                | 240 (464)     |                 |                | 6.4           | 5 days/week      | Composite   |
| Total Nitrogen              | Monitor Only                                                        |                |               |                 |                |               | 1 day/month      | Grab        |
| Total Phosphorus            | Monitor Only                                                        |                |               |                 |                |               | 1 day/month      | Grab        |

\*Load limits based on design maximum flow shall apply only when flow exceeds design average flow.

\*\*Carbonaceous BOD<sub>5</sub> (CBOD<sub>5</sub>) testing shall be in accordance with 40 CFR 136.

\*\*\*See Special Condition 7.

\*\*\*\* See Special Condition 16.

Flow shall be reported on the Discharge Monitoring Report (DMR) as monthly average and daily maximum.

Fecal Coliform shall be reported on the DMR as a daily maximum value.

pH shall be reported on the DMR as minimum and maximum value.

Chlorine Residual shall be reported on DMR as daily maximum.

NPDES Permit No. IL0034495

Effluent Limitations, Monitoring, and Reporting

## FINAL

Discharge Number(s) and Name(s): 001 STP Outfall

Load limits computed based on a design average flow (DAF) of 6.84 MGD (design maximum flow (DMF) of 15.5 MGD).

Excess flow facilities (if applicable) shall not be utilized until the main treatment facility is receiving its maximum practical flow.

From the attainment of operational level of the upgraded plant until the expiration date of this Permit, the effluent of the above discharge(s) shall be monitored and limited at all times as follows:

| Parameter               | LOAD LIMITS lbs/day                                                 |                |               | CONCENTRATION   |                |               | Sample Frequency | Sample Type |
|-------------------------|---------------------------------------------------------------------|----------------|---------------|-----------------|----------------|---------------|------------------|-------------|
|                         | Monthly Average                                                     | Weekly Average | Daily Maximum | Monthly Average | Weekly Average | Daily Maximum |                  |             |
| Flow (MGD)              |                                                                     |                |               |                 |                |               | Continuous       |             |
| CBOD <sub>5</sub> **    | 751 (1451)                                                          | 1501 (2902)    |               | 20              | 40             |               | 5 days/week      | Composite   |
| Suspended Solids        | 938 (1814)                                                          | 1689 (3265)    |               | 25              | 45             |               | 5 days/week      | Composite   |
| pH                      | Shall be in the range of 6 to 9 Standard Units                      |                |               |                 |                |               | 5 days/week      | Grab        |
| Fecal Coliform***       | Daily Maximum shall not exceed 400 per 100 mL (May through October) |                |               |                 |                |               | 5 days/week      | Grab        |
| Chlorine Residual***    |                                                                     |                |               |                 |                | 0.75          | 5 days/week      | Grab        |
| Ammonia Nitrogen as (N) |                                                                     |                |               |                 |                |               |                  |             |
| March-May/Sept.-Oct.    | 86 (194)                                                            | 217 (491)      | 262 (595)     | 1.5             | 3.8            | 4.6           | 5 days/week      | Composite   |
| June-August             | 86 (194)                                                            | 217 (491)      | 251 (569)     | 1.5             | 3.8            | 4.4           | 5 days/week      | Composite   |
| Nov.-Feb.               | 228 (517)                                                           |                | 365 (827)     | 4.0             |                | 6.4           | 5 days/week      | Composite   |
| Total Nitrogen          | Monitor Only                                                        |                |               |                 |                |               | 1 day/month      | Grab        |
| Total Phosphorus        | 57 (129)                                                            |                |               | 1.0             |                |               | 5 days/week      | Grab        |

\*Load limits based on design maximum flow shall apply only when flow exceeds design average flow.

\*\*Carbonaceous BOD<sub>5</sub> (CBOD<sub>5</sub>) testing shall be in accordance with 40 CFR 136.

\*\*\*See Special Condition 7.

Load limits for CBOD<sub>5</sub> and Suspended solids are being kept at the currently permitted levels.

Flow shall be reported on the Discharge Monitoring Report (DMR) as monthly average and daily maximum.

Fecal Coliform shall be reported on the DMR as a daily maximum value.

pH shall be reported on the DMR as minimum and maximum value.

Chlorine Residual shall be reported on DMR as daily maximum.

NPDES Permit No. IL0034495

Effluent Limitations, Monitoring, and Reporting

## FINAL

Discharge Number(s) and Name(s): 002 Treated Combined Sewage Outfall (Flows greater than 8.7 MGD from the effective date of this permit until the attainment of operational level of the upgraded plant and flow greater than 15.5 MGD for the upgraded plant)

These flow facilities shall not be utilized until the main treatment facility is receiving its maximum practical flow.

From the effective date of this Permit until the expiration date, the effluent of the above discharge(s) shall be monitored and limited at all times as follows:

CONCENTRATION  
LIMITS mg/L

| Parameter         |                                                | Monthly Average | Sample Frequency       | Sample Type |
|-------------------|------------------------------------------------|-----------------|------------------------|-------------|
| Total Flow (MG)   | See Below                                      |                 | Daily When Discharging | Continuous  |
| BOD <sub>5</sub>  |                                                | Report          | Daily When Discharging | Grab        |
| Suspended Solids  |                                                | Report          | Daily When Discharging | Grab        |
| Fecal Coliform    | Daily Maximum Shall Not Exceed 400 per 100 mL  |                 | Daily When Discharging | Grab        |
| pH                | Shall be in the range of 6 to 9 Standard Units |                 | Daily When Discharging | Grab        |
| Chlorine Residual |                                                | 2.0             | Daily When Discharging | Grab        |

Total flow in million gallons shall be reported on the Discharge Monitoring Report (DMR) in the quantity maximum column.

Report the number of days of discharge in the comments section of the DMR.

Fecal Coliform shall be reported on the DMR as daily maximum.

Chlorine Residual shall be reported on the DMR as a monthly average concentration.

pH shall be reported on the DMR as a minimum and a maximum.

BOD<sub>5</sub> and Suspended Solids shall be reported on the DMR as a monthly average concentration.



NPDES Permit No. IL0034495

Influent Monitoring, and Reporting

The influent to the plant shall be monitored as follows:

| Parameter        | Sample Frequency | Sample Type |
|------------------|------------------|-------------|
| Flow (MGD)       | Continuous       |             |
| BOD <sub>5</sub> | 5 days/week      | Composite   |
| Suspended Solids | 5 days/week      | Composite   |

Influent samples shall be taken at a point representative of the influent.

Flow (MGD) shall be reported on the Discharge Monitoring Report (DMR) as monthly average and daily maximum.

BOD<sub>5</sub> and Suspended Solids shall be reported on the DMR as a monthly average concentration.

## NPDES Permit No. IL0034495

Special Conditions

SPECIAL CONDITION 1. This Permit may be modified to include different final effluent limitations or requirements which are consistent with applicable laws, regulations, or judicial orders. The IEPA will public notice the permit modification.

SPECIAL CONDITION 2. The use or operation of this facility shall be by or under the supervision of a Certified Class 1 operator.

SPECIAL CONDITION 3. The IEPA may request in writing submittal of operational information in a specified form and at a required frequency at any time during the effective period of this Permit.

SPECIAL CONDITION 4. The IEPA may request more frequent monitoring by permit modification pursuant to 40 CFR § 122.63 and Without Public Notice in the event of operational, maintenance or other problems resulting in possible effluent deterioration.

SPECIAL CONDITION 5. The effluent, alone or in combination with other sources, shall not cause a violation of any applicable water quality standard outlined in 35 Ill. Adm. Code 302.

SPECIAL CONDITION 6. Samples taken in compliance with the effluent monitoring requirements shall be taken at a point representative of the discharge, but prior to entry into the receiving stream.

SPECIAL CONDITION 7. Fecal Coliform limits for Discharge Number 001 are effective May thru October. Sampling of Fecal Coliform is only required during this time period.

The total residual chlorine limit is applicable at all times. If the Permittee is chlorinating for any purpose during the months of November through April, sampling is required on a daily grab basis. Sampling frequency for the months of May through October shall be as indicated on effluent limitations, monitoring and reporting page of this Permit.

SPECIAL CONDITION 8. The Permittee shall conduct semi-annual monitoring of the effluent and report concentrations (in mg/l) of the following listed parameters. Monitoring shall begin three (3) months from the effective date of this permit. The sample shall be a 24-hour effluent composite except as otherwise specifically provided below and the results shall be submitted on Discharge Monitoring Report Forms to IEPA unless otherwise specified by the IEPA. The parameters to be sampled and the minimum reporting limits to be attained are as follows:

| <u>STORET<br/>CODE</u> | <u>PARAMETER</u>                                      | <u>Minimum<br/>reporting limit</u> |
|------------------------|-------------------------------------------------------|------------------------------------|
| 01002                  | Arsenic                                               | 0.05 mg/L                          |
| 01007                  | Barium                                                | 0.5 mg/L                           |
| 01027                  | Cadmium                                               | 0.001 mg/L                         |
| 01032                  | Chromium (hexavalent) (grab)                          | 0.01 mg/L                          |
| 01034                  | Chromium (total)                                      | 0.05 mg/L                          |
| 01042                  | Copper                                                | 0.005 mg/L                         |
| 00718                  | Cyanide (weak acid dissociable) (grab)                | 5.0 ug/L                           |
| 00720                  | Cyanide (total) (grab not to exceed 24 hours)         | 5.0 ug/L                           |
| 00951                  | Fluoride                                              | 0.1 mg/L                           |
| 01045                  | Iron (total)                                          | 0.5 mg/L                           |
| 01046                  | Iron (Dissolved)                                      | 0.5 mg/L                           |
| 01051                  | Lead                                                  | 0.05 mg/L                          |
| 01055                  | Manganese                                             | 0.5 mg/L                           |
| 71900                  | Mercury (grab)**                                      | 1.0 ng/L*                          |
| 01067                  | Nickel                                                | 0.005 mg/L                         |
| 00556                  | Oil (hexane soluble or equivalent) (Grab Sample only) | 5.0 mg/L                           |
| 32730                  | Phenols (grab)                                        | 0.005 mg/L                         |
| 01147                  | Selenium                                              | 0.005 mg/L                         |
| 01077                  | Silver (total)                                        | 0.003 mg/L                         |
| 01092                  | Zinc                                                  | 0.025 mg/L                         |

Unless otherwise indicated, concentrations refer to the total amount of the constituent present in all phases, whether solid, suspended or dissolved, elemental or combined, including all oxidation states.

\*1.0 ng/L = 1 part per trillion.

\*\*Utilize USEPA Method 1631E and the digestion procedure described in Section 11.1.1.2 of 1631E.

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SPECIAL CONDITION 9. During January of each year the Permittee shall submit annual fiscal data regarding sewerage system operations to the Illinois Environmental Protection Agency/Division of Water Pollution Control/Compliance Assurance Section. The Permittee may use any fiscal year period provided the period ends within twelve (12) months of the submission date.

Submission shall be on forms provided by IEPA titled "Fiscal Report Form For NPDES Permittees".

SPECIAL CONDITION 10. The Permittee shall conduct biomonitoring of the effluent from Discharge Number(s) 001.

Biomonitoring

1. Acute Toxicity - Standard definitive acute toxicity tests shall be run on at least two trophic levels of aquatic species (fish, invertebrate) representative of the aquatic community of the receiving stream. Testing must be consistent with Methods for Measuring the Acute Toxicity of Effluents and Receiving Waters to Freshwater and Marine Organisms (Fifth Ed.) EPA/821-R-02-012. Unless substitute tests are pre-approved; the following tests are required:
  - a. Fish - 96 hour static LC<sub>50</sub> Bioassay using fathead minnows (*Pimephales promelas*).
  - b. Invertebrate 48-hour static LC<sub>50</sub> Bioassay using *Ceriodaphnia*.
2. Testing Frequency - The above tests shall be conducted using 24-hour composite samples unless otherwise authorized by the IEPA. Samples must be collected in the 18th, 15th, 12th, and 9th month prior to the expiration date of this Permit.
3. Reporting - Results shall be reported according to EPA/821-R-02-012, Section 12, Report Preparation, and shall be submitted to IEPA, Bureau of Water, Compliance Assurance Section within one week of receipt from the laboratory. Reports are due to the IEPA no later than the 16th, 13th, 10th, and 7th month prior to the expiration date of this Permit.
4. Toxicity Reduction Evaluation - Should the results of the biomonitoring program identify toxicity, the IEPA may require that the Permittee prepare a plan for toxicity reduction evaluation and identification. This plan shall be developed in accordance with Toxicity Reduction Evaluation Guidance for Municipal Wastewater Treatment Plants, EPA/833B-99/002, and shall include an evaluation to determine which chemicals have a potential for being discharged in the plant wastewater, a monitoring program to determine their presence or absence and to identify other compounds which are not being removed by treatment, and other measures as appropriate. The Permittee shall submit to the IEPA its plan for toxicity reduction evaluation within ninety (90) days following notification by the IEPA. The Permittee shall implement the plan within ninety (90) days or other such date as contained in a notification letter received from the IEPA.

The IEPA may modify this Permit during its term to incorporate additional requirements or limitations based on the results of the biomonitoring. In addition, after review of the monitoring results, the IEPA may modify this Permit to include numerical limitations for specific toxic pollutants. Modifications under this condition shall follow public notice and opportunity for hearing.

SPECIAL CONDITION 11. For the duration of this Permit, the Permittee shall determine the quantity of sludge produced by the treatment facility in dry tons or gallons with average percent total solids analysis. The Permittee shall maintain adequate records of the quantities of sludge produced and have said records available for IEPA inspection. The Permittee shall submit to the IEPA, at a minimum, a semi-annual summary report of the quantities of sludge generated and disposed of, in units of dry tons or gallons (average total percent solids) by different disposal methods including but not limited to application on farmland, application on reclamation land, landfilling, public distribution, dedicated land disposal, sod farms, storage lagoons or any other specified disposal method. Said reports shall be submitted to the IEPA by January 31 and July 31 of each year reporting the preceding January thru June and July thru December interval of sludge disposal operations.

Duty to Mitigate. The Permittee shall take all reasonable steps to minimize any sludge use or disposal in violation of this Permit.

Sludge monitoring must be conducted according to test procedures approved under 40 CFR 136 unless otherwise specified in 40 CFR 503, unless other test procedures have been specified in this Permit.

Planned Changes. The Permittee shall give notice to the IEPA on the semi-annual report of any changes in sludge use and disposal.

The Permittee shall retain records of all sludge monitoring, and reports required by the Sludge Permit as referenced in Standard Condition 23 for a period of at least five (5) years from the date of this Permit.

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If the Permittee monitors any pollutant more frequently than required by the Sludge Permit, the results of this monitoring shall be included in the reporting of data submitted to the IEPA.

Monitoring reports for sludge shall be reported on the form titled "Sludge Management Reports" to the following address:

Illinois Environmental Protection Agency  
Bureau of Water  
Compliance Assurance Section  
Mail Code #19  
1021 North Grand Avenue East  
Post Office Box 19276  
Springfield, Illinois 62794-9276

SPECIAL CONDITION 12.

AUTHORIZATION OF  
COMBINED SEWER AND TREATMENT PLANT DISCHARGES

The IEPA has determined that at least a portion of the collection system consists of combined sewers. References to the collection system and the sewer system refer only to those parts of the system which are owned and operated by the Permittee unless otherwise indicated. The Permittee is authorized to discharge from the overflow(s)/bypass(es) listed below provided the diversion structure is located on a combined sewer and the following terms and conditions are met:

| <u>Discharge Number</u> | <u>Location</u>           | <u>Receiving Water</u> |
|-------------------------|---------------------------|------------------------|
| 003                     | State Street Lift Station | Illinois River         |
| 004                     | Caroline Street Overflow  | Illinois River         |
| 005                     | Court Street Overflow     | Illinois River         |
| 006                     | Fayette Street Overflow   | Illinois River         |

Treatment Requirements

1. All combined sewer overflows and treatment plant bypasses shall be given sufficient treatment to prevent pollution and the violation of applicable water quality standards. Sufficient treatment shall consist of the following:
  - a. Treatment as described in PCB 85-226 and dated June 5, 1986 shall be provided. The terms and conditions of this Board Order are hereby incorporated by reference as if fully set forth herein; and,
  - b. Any additional treatment, necessary to comply with applicable water quality standards and the federal Clean Water Act, including any amendments made by the Wet Weather Water Quality Act of 2000.
2. All CSO discharges authorized by this Permit shall be treated, in whole or in part, to the extent necessary to prevent accumulations of sludge deposits, floating debris and solids in accordance with 35 Ill. Adm. Code 302.203 and to prevent depression of oxygen levels below the applicable water quality standards.
3. Overflows during dry weather are prohibited. Dry weather overflows shall be reported to the IEPA pursuant to Standard Condition 12(e) of this Permit (24 hour notice).
4. The collection system shall be operated to optimize transport of wastewater flows and to minimize CSO discharges.
5. The treatment system shall be operated to maximize treatment of wastewater flows.

Nine Minimum Controls

6. The Permittee shall comply with the nine minimum controls contained in the National CSO Control Policy published in the Federal Register on April 19, 1994. The nine minimum controls are:
  - a. Proper operation and maintenance programs for the sewer system and the CSOs (Compliance with this Item shall be met through the requirements imposed by Paragraph 8 of this Special Condition);

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- b. Maximum use of the collection system for storage (Compliance with this Item shall be met through the requirements imposed by Paragraphs 1, 4, and 8 of this Special Condition);
- c. Review and modification of pretreatment requirements to assure CSO impacts are minimized (Compliance with this Item shall be met through the requirements imposed by Paragraph 9 of this Special Condition);
- d. Maximization of flow to the POTW for treatment (Compliance with this Item shall be met through the requirements imposed by Paragraphs 4, 5, and 8 of this Special Condition);
- e. Prohibition of CSOs during dry weather (Compliance with this Item shall be met through the requirements imposed by Paragraph 3 of this Special Condition);
- f. Control of solids and floatable materials in CSOs (Compliance with this Item shall be met through the requirements imposed by Paragraphs 2 and 8 of this Special Condition);
- g. Pollution prevention programs which focus on source control activities (Compliance with this Item shall be met through the requirements imposed by Paragraph 6 of this Special Condition, **See Below**);
- h. Public notification to ensure that citizens receive adequate information regarding CSO occurrences and CSO impacts (Compliance with this Item shall be met through the requirements imposed by Paragraph 12 of this Special Condition); and,
- i. Monitoring to characterize impacts and efficiency of CSO controls (Compliance with this Item shall be met through the requirements imposed by Paragraphs 10 and 11 of this Special Condition).

A pollution prevention plan (PPP) shall be developed by the Permittee unless one has already been prepared for this collection system. Any previously-prepared PPP shall be reviewed, and revised if necessary, by the Permittee to address the items contained in Chapter 8 of the U.S. EPA guidance document, Combined Sewer Overflows, Guidance For Nine Minimum Controls, and any items contained in previously-sent review documents from the IEPA concerning the PPP. Combined Sewer Overflows, Guidance For Nine Minimum Controls is available on line at <http://www.epa.gov/npdes/pubs/owm0030.pdf>. The PPP (or revised PPP) shall be presented to the general public at a public information meeting conducted by the Permittee within nine (9) months of the effective date of this Permit. The Permittee shall submit documentation that the pollution prevention plan complies with the requirements of this Permit and that the public information meeting was held. Such documentation shall be submitted to the IEPA within twelve (12) months of the effective date of this Permit and shall include a summary of all significant issues raised by the public, the Permittee's response to each issue, and two (2) copies of the "CSO Pollution Prevention Plan Certification" one (1) with original signatures. This certification form is available online at <http://www.epa.state.il.us/water/permits/waste-water/forms/cso-pol-prev.pdf>. Following the public meeting, the Permittee shall maintain a current pollution prevention plan, updated to reflect system modifications, on file at the sewage treatment works or other acceptable location and made available to the public. The pollution prevention plan shall be submitted to the IEPA upon written request.

Sensitive Area Considerations

- 7. The IEPA has determined that outfall(s) 003, 004,005 & 006 discharge to sensitive areas and that the approved long term control plan (LTCP) has adequately addressed the discharges to sensitive areas as required by the CSO Policy of 1994.

Operational and Maintenance Plans

- 8. The IEPA received a CSO operational and maintenance plan "CSO O&M plan" for this sewerage system on January 30, 1998 and September 25, 2009. The Permittee shall review and revise, if needed, the CSO O&M plan to reflect system changes and any comments previously sent to the Permittee by the IEPA. The CSO O&M plan shall be presented to the general public at a public information meeting conducted by the Permittee within nine (9) months of the effective date of this Permit. The Permittee shall submit documentation that the public information meeting was held within twelve (12) months of the effective date of this Permit. Such documentation shall be submitted to the IEPA within twelve (12) months of the effective date of this Permit and shall include a summary of all significant issues raised by the public, the Permittee's response to each issue, and two (2) copies of the "CSO Operational Plan Checklist and Certification", one (1) with original signatures. Copies of the "CSO Operational Plan Checklist and Certification" are available online at <http://www.epa.state.il.us/water/permits/waste-water/forms/cso-checklist.pdf>. Following the public meeting, the Permittee shall implement the CSO O&M plan within one (1) year and shall maintain a current CSO O&M plan, updated to reflect system modifications, on file at the sewage treatment works or other acceptable location and made available to the public. The CSO O&M plan revisions shall be submitted to the IEPA one (1) month from the revision date.

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The objectives of the CSO O&M plan are to reduce the total loading of pollutants and floatables entering the receiving stream and to ensure that the Permittee ultimately achieves compliance with water quality standards. These plans, tailored to the local government's collection and waste treatment system, shall include mechanisms and specific procedures where applicable to ensure:

- a. Collection system inspection on a scheduled basis;
- b. Sewer, catch basin, and regulator cleaning and maintenance on a scheduled basis;
- c. Inspections are made and preventive maintenance is performed on all pump/lift stations;
- d. Collection system replacement, where necessary;
- e. Detection and elimination of illegal connections;
- f. Detection, prevention, and elimination of dry weather overflows;
- g. The collection system is operated to maximize storage capacity and the combined sewer portions of the collection system are operated to delay storm entry into the system; and,
- h. The treatment and collection systems are operated to maximize treatment.

Sewer Use Ordinances

9. The Permittee, within six (6) months of the effective date of this Permit, shall review and where necessary, modify its existing sewer use ordinance to ensure it contains provisions addressing the conditions below. The Permittee shall review and revise, if needed, the sewer use ordinance to reflect system changes. If no ordinance exists, such ordinance shall be developed and implemented within six (6) months from the effective date of this Permit. Upon completion of the review of the sewer use ordinance(s), the Permittee shall submit two (2) copies of a completed "Certification of Sewer Use Ordinance Review", one (1) with original signatures. Copies of the certification form can be obtained on line at <http://www.epa.state.il.us/water/permits/waste-water/forms/sewer-use.pdf>. The Permittee shall submit copies of the sewer use ordinance(s) to the IEPA one (1) month from the revision date. Sewer use ordinances are to contain specific provisions to:

- a. prohibit introduction of new inflow sources to the sanitary sewer system;
- b. require that new construction tributary to the combined sewer system be designed to minimize and/or delay inflow contribution to the combined sewer system;
- c. require that inflow sources on the combined sewer system be connected to a storm sewer, within a reasonable period of time, if a storm sewer becomes available;
- d. provide that any new building domestic waste connection shall be distinct from the building inflow connection, to facilitate disconnection if a storm sewer becomes available;
- e. assure that CSO impacts from non-domestic sources are minimized by determining which non-domestic discharges, if any, are tributary to CSOs and reviewing, and, if necessary, modifying the sewer use ordinance to control pollutants in these discharges; and,
- f. assure that the owners of all publicly owned systems with combined sewers tributary to the Permittee's collection system have procedures in place adequate to ensure that the objectives, mechanisms, and specific procedures given in Paragraph 8 of this Special Condition are achieved.

The Permittee shall enforce the applicable sewer use ordinances.

Long-Term Control Planning and Compliance with Water Quality Standards

10. a. Pursuant to Section 301 of the federal Clean Water Act, 33 U.S.C. 1311 and 40 CFR 122.4, discharges from the CSOs, including the outfalls listed in this Special Condition and any other outfall listed as a "Treated Combined Sewage Outfall", shall not cause or contribute to violations of applicable water quality standards or cause use impairment in the receiving



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waters. In addition, discharges from CSOs shall comply with all applicable parts of 35 Ill. Adm. Code 306.305(a), (b), (c), and (d).

- b. The Long Term Control Plan (LTCP), submitted June, 2008 amended June, 2009 with clarification November 17, 2009 has been tentatively approved. The approved LTCP, once implemented, will meet the presumptive approach prescribed by Section II C.4.a.i of the federal CSO Control Policy. The implementation schedule can be found under the Summary and Compliance Dates in this CSO Special Condition (Item 14). All provisions of this Special Condition shall stay in effect prior to and after completion of construction. The permittee shall submit to this Agency for review and approval a post construction monitoring plan 1 year prior to construction completion.

Monitoring, Reporting and Notification Requirements

11. The Permittee shall monitor the frequency of discharge (number of discharges per month) and estimate the duration (in hours) of each discharge from each outfall listed in this Special Condition. Estimates of storm duration and total rainfall shall be provided for each storm event.

For frequency reporting, all discharges from the same storm, or occurring within 24 hours, shall be reported as one. The date that a discharge commences shall be recorded for each outfall. Reports shall be in the form specified by the IEPA and on forms provided by the IEPA. These forms shall be submitted to the IEPA monthly with the DMRs and covering the same reporting period as the DMRs. Parameters (other than flow frequency), if required in this Permit, shall be sampled and reported as indicated in the transmittal letter for such report forms.

12. A public notification program in accordance with Section II.B.8 of the federal CSO Control Policy of 1994 shall be developed employing a process that actively informs the affected public. The program shall include at a minimum public notification of CSO occurrences and CSO impacts, with consideration given to including mass media and/or Internet notification. The Permittee shall also consider posting signs in waters likely to be impacted by CSO discharges at the point of discharge and at points where these waters are used for primary contact recreation. Provisions shall be made to include modifications of the program when necessary and notification to any additional member of the affected public. The program shall be presented to the general public at a public information meeting conducted by the Permittee. The Permittee shall conduct the public information meeting within nine (9) months of the effective date of this Permit. The Permittee shall submit documentation that the public information meeting was held, shall submit a summary of all significant issues raised by the public and the Permittee's response to each issue and shall identify any modifications to the program as a result of the public information meeting. The Permittee shall submit the public information meeting documentation to the IEPA and implement the public notification program within twelve (12) months of the effective date of this Permit. The Permittee shall submit copies of the public notification program to the IEPA upon written request.
13. If any of the CSO discharge points listed in this Special Condition are eliminated, or if additional CSO discharge points, not listed in this Special Condition, are discovered, the Permittee shall notify the IEPA in writing within one (1) month of the respective outfall elimination or discovery. Such notification shall be in the form of a request for the appropriate modification of this NPDES Permit.

Summary of Compliance Dates in this CSO Special Condition

14. The following summarizes the dates that submittals contained in this Special Condition are due at the IEPA (unless otherwise indicated):

|                                                                                    |                                                 |
|------------------------------------------------------------------------------------|-------------------------------------------------|
| Submission of CSO Monitoring Data (Paragraph 11)                                   | 25th of every month                             |
| Submission of Revised CSO O&M Plan (Paragraph 8)                                   | 1 month from revision date                      |
| Elimination of a CSO or Discovery of Additional CSO Locations (Paragraph 13)       | 1 month from discovery or elimination           |
| Control (or Justification for No Control) of CSOs to Sensitive Areas (Paragraph 7) | 3 months from IEPA notification                 |
| Control (or Justification for No Control) of CSOs to Sensitive Areas (Paragraph 7) | 3 months from the effective date of this Permit |
| Certification of Sewer Use Ordinance Review (Paragraph 9)                          | 6 months from the effective date of this Permit |

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Conduct Pollution Prevention, OMP, and PN Public Information Meeting (Paragraphs, 6, 8 and 12)  
**No Submittal Due with this Milestone**

9 months from the effective date of this Permit

Submit Pollution Prevention Certification, OMP Certification, and PN Information Meeting Summary (Paragraphs, 6, 8 and 12)

12 months from the effective date of this Permit

Action item

Date

Progress Report

Six months from the date of issue of this permit  
And every six months thereafter.

Complete Phase 1

April 2012

Complete Phase 2A

May 2013

Complete Phase 2B

September 2014

Complete Phase 3A

February 2017

Complete Phase 3B

April 2018

Complete Phase 3C

May 2019

Complete Phase 4

June 2020

Project items included in the respective phases are as follows:

Phase 1 - Headworks Influent Pumping and Preliminary Treatment  
Anaerobic Digester  
Gas Safety  
Genset  
Effluent Pump Bypass Section  
Associated Site Piping, Electrical, Controls

Phase 2A - Primary Treatment Clarifiers  
Secondary Treatment Activated Sludge and Clarifiers  
Disinfection  
Anaerobic Digester  
Sludge Thickening  
Associated Site Piping, Electrical Controls

Phase 2B - WWTP Site Local LTCP Improvements:  
CSO Storage Lagoon  
Excess Flow Upgrade  
CSO Pump Station  
On-site CSO Interceptors (96" and 72")

Phase 3A - CSO Improvements Fayette Street to WWTP #1

Phase 3B - CSO Improvements Caroline Street to Fayette Street

Phase 3C - CSO Improvements State Street CSO Pump Station and F. M.

Phase 4 - Plant #2 Improvements for sanitary sewage storage /buffering of peak sanitary flows during wet weather events.

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All submittals listed in this Special Condition can be mailed to the following address:

Illinois Environmental Protection Agency  
Division of Water Pollution Control  
1021 North Grand Avenue East  
Post Office Box 19276  
Springfield, Illinois 62794-9276

Attention: CSO Coordinator, Compliance Assurance Section

All submittals hand carried shall be delivered to 1021 North Grand Avenue East.

Reopening and Modifying this Permit

15. The IEPA may initiate a modification for this Permit at any time to include requirements and compliance dates which have been submitted in writing by the Permittee and approved by the IEPA, or other requirements and dates which are necessary to carry out the provisions of the Illinois Environmental Protection Act, the Clean Water Act, or regulations promulgated under those Acts. Public Notice of such modifications and opportunity for public hearing shall be provided.

SPECIAL CONDITION 13. The Permittee shall record monitoring results on Discharge Monitoring Report (DMR) Forms using one such form for each outfall each month.

In the event that an outfall does not discharge during a monthly reporting period, the DMR Form shall be submitted with no discharge indicated.

The Permittee may choose to submit electronic DMRs (eDMRs) instead of mailing paper DMRs to the IEPA. More information, including registration information for the eDMR program, can be obtained on the IEPA website, <http://www.epa.state.il.us/water/edmr/index.html>.

The completed Discharge Monitoring Report forms shall be submitted to IEPA no later than the 25th day of the following month, unless otherwise specified by the permitting authority.

Permittees not using eDMRs shall mail Discharge Monitoring Reports with an original signature to the IEPA at the following address:

Illinois Environmental Protection Agency  
Division of Water Pollution Control  
1021 North Grand Avenue East  
Post Office Box 19276  
Springfield, Illinois 62794-9276

Attention: Compliance Assurance Section, Mail Code # 19

SPECIAL CONDITON 14. This Permit may be modified to include alternative or additional final effluent limitations pursuant to an approved Total Maximum Daily Load (TMDL) Study or upon completion of an alternate Water Quality Study.

SPECIAL CONDITION 15.

The Permittee shall work towards the goals of achieving no discharges from sanitary sewer overflows or basement backups and ensuring that overflows or backups, when they do occur do not cause or contribute to violations of applicable standards or cause impairment in any adjacent receiving water. In order to accomplish these goals, the Permittee shall develop and submit to the IEPA a Capacity, Management, Operations, and Maintenance (CMOM) plan within twelve (12) months of the effective date of this Permit. The Permittee may be required to construct additional sewage transport and/or treatment facilities in future permits or other enforceable documents.

The CMOM plan shall include the following elements:

A. Measures and Activities:

1. A complete map of the collection system;
2. Schedules, checklists, and mechanisms to ensure that preventative maintenance is performed on equipment;
3. An assessment of the capacity of the collection and treatment system at critical junctions and immediately upstream of locations where overflows and backups occur or are likely to occur; and

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4. Identification and prioritization of structural deficiencies in the system.
- B. Design and Performance Provisions:
  1. Monitor the effectiveness of CMOM;
  2. Upgrade the elements of the CMOM plan as necessary; and,
  3. Maintain a summary of CMOM activities.
- C. Overflow Response Plan:
  1. Know where overflows and backups occur; and,
  2. Respond to each overflow or backup to determine additional actions such as clean up.
- D. System Evaluation Plan.
- E. Reporting and Monitoring Requirements.

SPECIAL CONDITION 16.

Project Description: Compliance with Ammonia Nitrogen water Quality Standards

Load limits given on page 2 of the permit shall become effective after 3 months of the completion of Construction Phase 2B. (See Special Condition 12)

In the meantime the following ammonia nitrogen (as N) limits shall become effective:

Ammonia Nitrogen

|                      |             |      |             |           |
|----------------------|-------------|------|-------------|-----------|
| as (N)               |             |      |             |           |
| March-May/Sept.-Oct. | 934 (1807)  | 24.9 | 5 days/week | Composite |
| June-August          | 1032 (1995) | 27.5 | 5 days/week | Composite |
| Nov.-Feb.            | 919 (1778)  | 24.5 | 5 days/week | Composite |

SPECIAL CONDITION 17. The Permittee shall notify the IEPA in writing once the treatment plant expansion has been completed. A letter stating the date that the expansion was completed shall be sent to the following address within fourteen (14) days of the expansion becoming operational:

Illinois Environmental Protection Agency  
Bureau of Water  
Compliance Assurance Section, Mail Code #19  
1021 North Grand Avenue East  
Post Office Box 19276  
Springfield, Illinois 62794-9276

SPECIAL CONDITION 18. The provisions of 40 CFR Section 122.41 (m) & (n) are applicable and are hereby incorporated by reference.

## Standard Conditions

## Definitions

**Act** means the Illinois Environmental Protection Act, 415 ILCS 5 as Amended.

**Agency** means the Illinois Environmental Protection Agency.

**Board** means the Illinois Pollution Control Board.

**Clean Water Act** (formerly referred to as the Federal Water Pollution Control Act) means Pub. L. 92-500, as amended. 33 U.S.C. 1251 et seq.

**NPDES** (National Pollutant Discharge Elimination System) means the national program for issuing, modifying, revoking and reissuing, terminating, monitoring and enforcing permits, and imposing and enforcing pretreatment requirements, under Sections 307, 402, 318 and 405 of the Clean Water Act.

**USEPA** means the United States Environmental Protection Agency.

**Daily Discharge** means the discharge of a pollutant measured during a calendar day or any 24-hour period that reasonably represents the calendar day for purposes of sampling. For pollutants with limitations expressed in units of mass, the "daily discharge" is calculated as the total mass of the pollutant discharged over the day. For pollutants with limitations expressed in other units of measurements, the "daily discharge" is calculated as the average measurement of the pollutant over the day.

**Maximum Daily Discharge Limitation** (daily maximum) means the highest allowable daily discharge.

**Average Monthly Discharge Limitation** (30 day average) means the highest allowable average of daily discharges over a calendar month, calculated as the sum of all daily discharges measured during a calendar month divided by the number of daily discharges measured during that month.

**Average Weekly Discharge Limitation** (7 day average) means the highest allowable average of daily discharges over a calendar week, calculated as the sum of all daily discharges measured during a calendar week divided by the number of daily discharges measured during that week.

**Best Management Practices** (BMPs) means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the State. BMPs also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

**Aliquot** means a sample of specified volume used to make up a total composite sample.

**Grab Sample** means an individual sample of at least 100 milliliters collected at a randomly-selected time over a period not exceeding 15 minutes.

**24-Hour Composite Sample** means a combination of at least 8 sample aliquots of at least 100 milliliters, collected at periodic intervals during the operating hours of a facility over a 24-hour period.

**8-Hour Composite Sample** means a combination of at least 3 sample aliquots of at least 100 milliliters, collected at periodic intervals during the operating hours of a facility over an 8-hour period.

**Flow Proportional Composite Sample** means a combination of sample aliquots of at least 100 milliliters collected at periodic intervals such that either the time interval between each aliquot or the volume of each aliquot is proportional to either the stream flow at the time of sampling or the total stream flow since the collection of the previous aliquot.

- (1) **Duty to comply.** The permittee must comply with all conditions of this permit. Any permit noncompliance constitutes a violation of the Act and is grounds for enforcement action, permit termination, revocation and reissuance, modification, or for denial of a permit renewal application. The permittee shall comply with effluent standards or prohibitions established under Section 307(a) of the Clean Water Act for toxic pollutants within the time provided in the regulations that establish these standards or prohibitions, even if the permit has not yet been modified to incorporate the requirements.
- (2) **Duty to reapply.** If the permittee wishes to continue an activity regulated by this permit after the expiration date of this permit, the permittee must apply for and obtain a new permit. If the permittee submits a proper application as required by the Agency no later than 180 days prior to the expiration date, this permit shall continue in full force and effect until the final Agency decision on the application has been made.
- (3) **Need to halt or reduce activity not a defense.** It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.
- (4) **Duty to mitigate.** The permittee shall take all reasonable steps to minimize or prevent any discharge in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment.
- (5) **Proper operation and maintenance.** The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with conditions of this permit. Proper operation and maintenance includes effective performance, adequate funding, adequate operator staffing and training, and adequate laboratory and process controls, including appropriate quality assurance procedures. This provision requires the operation of back-up, or auxiliary facilities, or similar systems only when necessary to achieve compliance with the conditions of the permit.
- (6) **Permit actions.** This permit may be modified, revoked and reissued, or terminated for cause by the Agency pursuant to 40 CFR 122.62 and 40 CFR 122.63. The filing of a request by the permittee for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance, does not stay any permit condition.
- (7) **Property rights.** This permit does not convey any property rights of any sort, or any exclusive privilege.
- (8) **Duty to provide information.** The permittee shall furnish to the Agency within a reasonable time, any information which the Agency may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with the permit. The permittee shall also furnish to the Agency upon request, copies of records required to be kept by this permit.



(9) **Inspection and entry.** The permittee shall allow an authorized representative of the Agency or USEPA (including an authorized contractor acting as a representative of the Agency or USEPA), upon the presentation of credentials and other documents as may be required by law, to:

- (a) Enter upon the permittee's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this permit;
- (b) Have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit;
- (c) Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit; and
- (d) Sample or monitor at reasonable times, for the purpose of assuring permit compliance, or as otherwise authorized by the Act, any substances or parameters at any location.

(10) **Monitoring and records.**

- (a) Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity.
- (b) The permittee shall retain records of all monitoring information, including all calibration and maintenance records, and all original strip chart recordings for continuous monitoring instrumentation, copies of all reports required by this permit, and records of all data used to complete the application for this permit, for a period of at least 3 years from the date of this permit, measurement, report or application. Records related to the permittee's sewage sludge use and disposal activities shall be retained for a period of at least five years (or longer as required by 40 CFR Part 503). This period may be extended by request of the Agency or USEPA at any time.
- (c) Records of monitoring information shall include:
  - (1) The date, exact place, and time of sampling or measurements;
  - (2) The individual(s) who performed the sampling or measurements;
  - (3) The date(s) analyses were performed;
  - (4) The individual(s) who performed the analyses;
  - (5) The analytical techniques or methods used; and
  - (6) The results of such analyses.
- (d) Monitoring must be conducted according to test procedures approved under 40 CFR Part 136, unless other test procedures have been specified in this permit. Where no test procedure under 40 CFR Part 136 has been approved, the permittee must submit to the Agency a test method for approval. The permittee shall calibrate and perform maintenance procedures on all monitoring and analytical instrumentation at intervals to ensure accuracy of measurements.

(11) **Signatory requirement.** All applications, reports or information submitted to the Agency shall be signed and certified.

(a) **Application.** All permit applications shall be signed as follows:

- (1) For a corporation: by a principal executive officer of at least the level of vice president or a person or position having overall responsibility for environmental matters for the corporation;
- (2) For a partnership or sole proprietorship: by a general partner or the proprietor, respectively; or
- (3) For a municipality, State, Federal, or other public agency: by either a principal executive officer or ranking elected official.

(b) **Reports.** All reports required by permits, or other information requested by the Agency shall be signed by a person described in paragraph (a) or by a duly authorized representative of that person. A person is a duly authorized representative only if:

- (1) The authorization is made in writing by a person described in paragraph (a); and
  - (2) The authorization specifies either an individual or a position responsible for the overall operation of the facility, from which the discharge originates, such as a plant manager, superintendent or person of equivalent responsibility; and
  - (3) The written authorization is submitted to the Agency.
- (c) **Changes of Authorization.** If an authorization under (b) is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, a new authorization satisfying the requirements of (b) must be submitted to the Agency prior to or together with any reports, information, or applications to be signed by an authorized representative.
- (d) **Certification.** Any person signing a document under paragraph (a) or (b) of this section shall make the following certification:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

(12) **Reporting requirements.**

- (a) **Planned changes.** The permittee shall give notice to the Agency as soon as possible of any planned physical alterations or additions to the permitted facility. Notice is required when:
  - (1) The alteration or addition to a permitted facility may meet one of the criteria for determining whether a facility is a new source pursuant to 40 CFR 122.29 (b); or
  - (2) The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants which are subject neither to effluent limitations in the permit, nor to notification requirements pursuant to 40 CFR 122.42 (a)(1).
  - (3) The alteration or addition results in a significant change in the permittee's sludge use or disposal practices, and such alteration, addition, or change may justify the application of permit conditions that are different from or absent in the existing permit, including notification of additional use or disposal sites not reported during the permit application process or not reported pursuant to an approved land application plan.
- (b) **Anticipated noncompliance.** The permittee shall give advance notice to the Agency of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements.
- (c) **Transfers.** This permit is not transferable to any person except after notice to the Agency.
- (d) **Compliance schedules.** Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule of this permit shall be submitted no later than 14 days following each schedule date.
- (e) **Monitoring reports.** Monitoring results shall be reported at the intervals specified elsewhere in this permit.
  - (1) Monitoring results must be reported on a Discharge Monitoring Report (DMR).



- (2) If the permittee monitors any pollutant more frequently than required by the permit, using test procedures approved under 40 CFR 136 or as specified in the permit, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the DMR.
  - (3) Calculations for all limitations which require averaging of measurements shall utilize an arithmetic mean unless otherwise specified by the Agency in the permit.
  - (f) **Twenty-four hour reporting.** The permittee shall report any noncompliance which may endanger health or the environment. Any information shall be provided orally within 24-hours from the time the permittee becomes aware of the circumstances. A written submission shall also be provided within 5 days of the time the permittee becomes aware of the circumstances. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and time; and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance. The following shall be included as information which must be reported within 24-hours:
    - (1) Any unanticipated bypass which exceeds any effluent limitation in the permit.
    - (2) Any upset which exceeds any effluent limitation in the permit.
    - (3) Violation of a maximum daily discharge limitation for any of the pollutants listed by the Agency in the permit or any pollutant which may endanger health or the environment.  
The Agency may waive the written report on a case-by-case basis if the oral report has been received within 24-hours.
  - (g) **Other noncompliance.** The permittee shall report all instances of noncompliance not reported under paragraphs (12) (d), (e), or (f), at the time monitoring reports are submitted. The reports shall contain the information listed in paragraph (12) (f).
  - (h) **Other information.** Where the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application, or in any report to the Agency, it shall promptly submit such facts or information.
- (13) **Bypass.**
- (a) Definitions.
    - (1) Bypass means the intentional diversion of waste streams from any portion of a treatment facility.
    - (2) Severe property damage means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.
  - (b) Bypass not exceeding limitations. The permittee may allow any bypass to occur which does not cause effluent limitations to be exceeded, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions of paragraphs (13)(c) and (13)(d).
  - (c) Notice.
    - (1) Anticipated bypass. If the permittee knows in advance of the need for a bypass, it shall submit prior notice, if possible at least ten days before the date of the bypass.
    - (2) Unanticipated bypass. The permittee shall submit notice of an unanticipated bypass as required in paragraph (12)(f) (24-hour notice).
  - (d) Prohibition of bypass.
    - (1) Bypass is prohibited, and the Agency may take enforcement action against a permittee for bypass, unless:
      - (i) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
      - (ii) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
      - (iii) The permittee submitted notices as required under paragraph (13)(c).
    - (2) The Agency may approve an anticipated bypass, after considering its adverse effects, if the Agency determines that it will meet the three conditions listed above in paragraph (13)(d)(1).
- (14) **Upset.**
- (a) Definition. Upset means an exceptional incident in which there is unintentional and temporary noncompliance with technology based permit effluent limitations because of factors beyond the reasonable control of the permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.
  - (b) Effect of an upset. An upset constitutes an affirmative defense to an action brought for noncompliance with such technology based permit effluent limitations if the requirements of paragraph (14)(c) are met. No determination made during administrative review of claims that noncompliance was caused by upset, and before an action for noncompliance, is final administrative action subject to judicial review.
  - (c) Conditions necessary for a demonstration of upset. A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:
    - (1) An upset occurred and that the permittee can identify the cause(s) of the upset;
    - (2) The permitted facility was at the time being properly operated; and
    - (3) The permittee submitted notice of the upset as required in paragraph (12)(f)(2) (24-hour notice).
    - (4) The permittee complied with any remedial measures required under paragraph (4).
  - (d) Burden of proof. In any enforcement proceeding the permittee seeking to establish the occurrence of an upset has the burden of proof.
- (15) **Transfer of permits.** Permits may be transferred by modification or automatic transfer as described below:
- (a) Transfers by modification. Except as provided in paragraph (b), a permit may be transferred by the permittee to a new owner or operator only if the permit has been modified or revoked and reissued pursuant to 40 CFR 122.62 (b) (2), or a minor modification made pursuant to 40 CFR 122.63 (d), to identify the new permittee and incorporate such other requirements as may be necessary under the Clean Water Act.
  - (b) Automatic transfers. As an alternative to transfers under paragraph (a), any NPDES permit may be automatically transferred to a new permittee if:

- (1) The current permittee notifies the Agency at least 30 days in advance of the proposed transfer date;
  - (2) The notice includes a written agreement between the existing and new permittees containing a specified date for transfer of permit responsibility, coverage and liability between the existing and new permittees; and
  - (3) The Agency does not notify the existing permittee and the proposed new permittee of its intent to modify or revoke and reissue the permit. If this notice is not received, the transfer is effective on the date specified in the agreement.
- (16) All manufacturing, commercial, mining, and silvicultural dischargers must notify the Agency as soon as they know or have reason to believe:
- (a) That any activity has occurred or will occur which would result in the discharge of any toxic pollutant identified under Section 307 of the Clean Water Act which is not limited in the permit, if that discharge will exceed the highest of the following notification levels:
    - (1) One hundred micrograms per liter (100 ug/l);
    - (2) Two hundred micrograms per liter (200 ug/l) for acrolein and acrylonitrile; five hundred micrograms per liter (500 ug/l) for 2,4-dinitrophenol and for 2-methyl-4,6 dinitrophenol; and one milligram per liter (1 mg/l) for antimony.
    - (3) Five (5) times the maximum concentration value reported for that pollutant in the NPDES permit application; or
    - (4) The level established by the Agency in this permit.
  - (b) That they have begun or expect to begin to use or manufacture as an intermediate or final product or byproduct any toxic pollutant which was not reported in the NPDES permit application.
- (17) All Publicly Owned Treatment Works (POTWs) must provide adequate notice to the Agency of the following:
- (a) Any new introduction of pollutants into that POTW from an indirect discharge which would be subject to Sections 301 or 306 of the Clean Water Act if it were directly discharging those pollutants; and
  - (b) Any substantial change in the volume or character of pollutants being introduced into that POTW by a source introducing pollutants into the POTW at the time of issuance of the permit.
  - (c) For purposes of this paragraph, adequate notice shall include information on (i) the quality and quantity of effluent introduced into the POTW, and (ii) any anticipated impact of the change on the quantity or quality of effluent to be discharged from the POTW.
- (18) If the permit is issued to a publicly owned or publicly regulated treatment works, the permittee shall require any industrial user of such treatment works to comply with federal requirements concerning:
- (a) User charges pursuant to Section 204 (b) of the Clean Water Act, and applicable regulations appearing in 40 CFR 35;
  - (b) Toxic pollutant effluent standards and pretreatment standards pursuant to Section 307 of the Clean Water Act; and
  - (c) Inspection, monitoring and entry pursuant to Section 308 of the Clean Water Act.
- (19) If an applicable standard or limitation is promulgated under Section 301(b)(2)(C) and (D), 304(b)(2), or 307(a)(2) and that effluent standard or limitation is more stringent than any effluent limitation in the permit, or controls a pollutant not limited in the permit, the permit shall be promptly modified or revoked, and reissued to conform to that effluent standard or limitation.
- (20) Any authorization to construct issued to the permittee pursuant to 35 Ill. Adm. Code 309.154 is hereby incorporated by reference as a condition of this permit.
- (21) The permittee shall not make any false statement, representation or certification in any application, record, report, plan or other document submitted to the Agency or the USEPA, or required to be maintained under this permit.
- (22) The Clean Water Act provides that any person who violates a permit condition implementing Sections 301, 302, 306, 307, 308, 318, or 405 of the Clean Water Act is subject to a civil penalty not to exceed \$25,000 per day of such violation. Any person who willfully or negligently violates permit conditions implementing Sections 301, 302, 306, 307, 308, 318 or 405 of the Clean Water Act is subject to a fine of not less than \$2,500 nor more than \$25,000 per day of violation, or by imprisonment for not more than one year, or both. Additional penalties for violating these sections of the Clean Water Act are identified in 40 CFR 122.41 (a)(2) and (3).
- (23) The Clean Water Act provides that any person who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this permit shall, upon conviction, be punished by a fine of not more than \$10,000, or by imprisonment for not more than 2 years, or both. If a conviction of a person is for a violation committed after a first conviction of such person under this paragraph, punishment is a fine of not more than \$20,000 per day of violation, or by imprisonment of not more than 4 years, or both.
- (24) The Clean Water Act provides that any person who knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit, including monitoring reports or reports of compliance or non-compliance shall, upon conviction, be punished by a fine of not more than \$10,000 per violation, or by imprisonment for not more than 6 months per violation, or by both.
- (25) Collected screening, slurries, sludges, and other solids shall be disposed of in such a manner as to prevent entry of those wastes (or runoff from the wastes) into waters of the State. The proper authorization for such disposal shall be obtained from the Agency and is incorporated as part hereof by reference.
- (26) In case of conflict between these standard conditions and any other condition(s) included in this permit, the other condition(s) shall govern.
- (27) The permittee shall comply with, in addition to the requirements of the permit, all applicable provisions of 35 Ill. Adm. Code, Subtitle C, Subtitle D, Subtitle E, and all applicable orders of the Board or any court with jurisdiction.
- (28) The provisions of this permit are severable, and if any provision of this permit, or the application of any provision of this permit is held invalid, the remaining provisions of this permit shall continue in full force and effect.



Jeff Brooks • Director

301 South 4<sup>th</sup> Street • Pekin, IL 61554 • phone: (309) 347-7111 • fax: (309) 347-6587 • e-mail: [jbrooks@pekinpubliclibrary.org](mailto:jbrooks@pekinpubliclibrary.org)

Date: May 31, 2011

To: Council Members  
RE: Library Annual Report

Attached you will find the library's Annual Report as submitted to the Illinois State Library using their reporting system. The system collects data on many aspects of the library's activities and finances. This data is shared nationally and is used to track trends geographically and socio-economically.

Below are a few highlights which I thought important this year:

#### **Materials use**

As the economy worsened between 2008 and April 2010, we saw a significant increase in library use from both new and previous library users. As I reported in last year's annual report, FY2010 saw more people checking out books and magazines (+11%) over the previous year, and of that, circulation for children's materials had jumped 17.3%. In addition, use of our Internet and word processing stations rose by 64.7% with 72,413 sign-ins recorded.

FY2011 activity reflects a somewhat improving economy. Some statistics fell compared to FY2010, but in general were still above FY2009 levels, and some even exceeded FY2010. For example, while overall materials use declined 3.8% (251,625 items), children's materials were still up 1.8% (71,935 items) over FY2010, and computer use was up another 1% (73,113 users). We also had 9.8% more registered borrowers in FY2011 than FY2010 (17,368 compared to 15,819), and 9% more non-resident cardholders.

#### **Program Attendance**

Youth Services programs are up 94% and attendance up 54% (7,177 children).

Adult program attendance (1,344) is up 6.5% with slightly less programs. Young Adult program attendance dropped by 9.7% (429 youth).

#### **Financial**

All these services have been supported by a budget 3% less than the FY2010 budget and .05% less than the FY2009 budget. FY2011 personnel costs were less than FY2010 costs, due, in part, to a 6.6% reduction in library hours. Also, our staffing continues to shrink. At mid-year, library FTE was at 18.16. Starting May 1<sup>st</sup>, 2011, our FTE had been reduced to 16.84 following smart restructuring after two retirements and one termination.

Freeing up funds from personnel is one way we are able to both continue modestly increasing those services and material purchases which the public expects from their public library, and at the same time do our best to maintain a very public building that is now 37 years old.

If you have any questions, please feel free to contact me.  
Jeff Brooks, Director





ILLINOIS PUBLIC LIBRARY ANNUAL REPORT (IPLAR)  
CERTIFICATION PAGE  
FISCAL YEAR 2010/11

Name of Community: Pekin

Name of Library: Pekin Public Library

Fiscal Year Start Date: 05/01/2010

Fiscal Year End Date: 04/30/2011

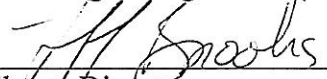
**INSTRUCTIONS**

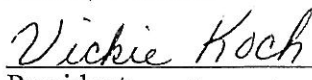
1. Print the certification page.
2. Obtain the original signatures.
3. Submit the Certification Page with original signatures, a copy of the completed IPLAR, and all other required attachments directly to the Illinois State Library.

**Certification:**

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

Affix original signatures (Signatures are required.):

      5/24/11  
Library Director      Date

      5/24/11  
President      Date

      5-24-11  
Secretary      Date

# Pekin Public Library

## 2010 - 2011 ILLINOIS PUBLIC LIBRARY ANNUAL REPORT (IPLAR)

### IDENTIFICATION (1.1 - 1.37)



As Secretary of State and State Librarian, I commend our Illinois public libraries on the outstanding services they provide that enhance and enrich the lives of our citizens.

I truly appreciate the efforts and hard work of the 600+ Illinois public libraries in completing the Illinois Public Library Annual Report (IPLAR). The collected data provides a concise snapshot of the current status of Illinois public library services and programs. In addition, the collected information is shared nationally through the Federal-State Cooperative System (FSCS) for Public Library Data. As a result, Illinois librarians have the opportunity to compare themselves with their Illinois peers and librarians throughout the nation.

Again, thank you very much for your hard work in completing the current IPLAR, and for all the good work you do in keeping our patrons educated, entertained, and enlightened.

Sincerely, Jesse White

|       |                                                                                   |                         |
|-------|-----------------------------------------------------------------------------------|-------------------------|
| 1.1   | ISL Control # [PLSC 151, PLSC 701]                                                | 30540                   |
| 1.2   | ISL Branch # [PLSC 151, PLSC 701]                                                 | 00                      |
| 1.3a  | FSCS ID [PLSC 150, PLSC 700]                                                      | IL0422                  |
| 1.3b  | FSCS_SEQ [PLSC 700]                                                               | 002                     |
| 1.4a  | Legal Name of Library [PLSC 152]                                                  | Pekin Public Library    |
| 1.4b  | If this locked question's answer has changed, then enter the updated answer here. |                         |
| 1.5a  | Facility Street Address [PLSC 153]                                                | 301 South Fourth Street |
| 1.5b  | If this locked question's answer has changed, then enter the updated answer here. |                         |
| 1.6a  | Facility City [PLSC 154]                                                          | Pekin                   |
| 1.6b  | If this locked question's answer has changed, then enter the updated answer here. |                         |
| 1.7a  | Facility Zip [PLSC 155]                                                           | 61554                   |
| 1.7b  | If this locked question's answer has changed, then enter the updated answer here. |                         |
| 1.8a  | Facility Zip +4 [PLSC 156]                                                        | 4219                    |
| 1.8b  | If this locked question's answer has changed, then enter the updated answer here. |                         |
| 1.9a  | Mailing Address [PLSC 157]                                                        | 301 South Fourth Street |
| 1.9b  | If this locked question's answer has changed, then enter the updated answer here. |                         |
| 1.10a | Mailing City [PLSC 158]                                                           | Pekin                   |
| 1.10b | If this locked question's answer has changed, then enter the updated answer here. |                         |

|                                |                                                                                                                                                  |                                |
|--------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| 1.11a                          | Mailing Zip [PLSC 159]                                                                                                                           | 61554                          |
| 1.11b                          | If this locked question's answer has changed, then enter the updated answer here.                                                                |                                |
| 1.12a                          | Mailing Zip +4 [PLSC 160]                                                                                                                        | 4219                           |
| 1.12b                          | If this locked question's answer has changed, then enter the updated answer here.                                                                |                                |
| 1.13a                          | Library Telephone Number [PLSC 162]                                                                                                              | 309-347-7111                   |
| 1.13b                          | If this locked question's answer has changed, then enter the updated answer here.                                                                |                                |
| 1.14a                          | Library FAX Number                                                                                                                               | 309-347-6587                   |
| 1.14b                          | If this locked question's answer has changed, then enter the updated answer here.                                                                |                                |
| 1.15                           | WWW Home Page [PLSC 163]                                                                                                                         | www.pekinpubliclibrary.org     |
| Library Director's Information |                                                                                                                                                  |                                |
| 1.16                           | Name                                                                                                                                             | Jeff Brooks                    |
| 1.17                           | Title                                                                                                                                            | Director                       |
| 1.18                           | Library Director's E-mail                                                                                                                        | jbrooks@pekinpubliclibrary.org |
| 1.19a                          | Type of library                                                                                                                                  | CI - City                      |
| 1.19b                          | If this locked question's answer has changed, then enter the updated answer here.                                                                |                                |
| 1.19c                          | Legal Basis Code [PLSC 201]                                                                                                                      | CI                             |
| 1.19d                          | Geographic Code [PLSC 204]                                                                                                                       | CI1                            |
| 1.20                           | Is your library a combined public and school library?                                                                                            | No                             |
| 1.21                           | Does your library contract with another library to <b>RECEIVE ALL</b> your library services?                                                     | No                             |
| 1.22                           | IF YES, list the names(s) of the library(ies) with whom you contract (Enter each in a separate repeating field)                                  |                                |
| 1.23a                          | County in which the administrative entity is located [PLSC 161]                                                                                  | Tazewell                       |
| 1.23b                          | If this locked question's answer has changed, then enter the updated answer here.                                                                |                                |
| 1.23c                          | Metropolitan Status Code [PLSC 710]                                                                                                              | NC                             |
| 1.24                           | Did the administrative entity's legal service area boundaries change during the past year? [PLSC 205, 75 ILCS 5/4-10(5), 75 ILCS 16/30-65(a)(2)] | No                             |
| 1.25                           | IF YES, indicate the reason for the boundary change                                                                                              | N/A                            |
| 1.26a                          | Population residing in tax base (Use the latest official federal census figure) [PLSC 208]                                                       | 33,857                         |



|       |                                                                                                                                                                                                                                                                 |        |
|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| 1.26b | If this locked question's answer has changed, then enter the updated answer here.                                                                                                                                                                               | 34,094 |
| 1.27  | If the population has changed from the prior year's answer, then indicate the reason.                                                                                                                                                                           | Other  |
| 1.28a | Library system to which your library belonged as of January 1, 2010                                                                                                                                                                                             | ALS    |
| 1.28b | If this locked question's answer has changed, then enter the updated answer here.                                                                                                                                                                               |        |
| 1.28c | Interlibrary Relationship Code [PLSC 200]                                                                                                                                                                                                                       | ME     |
| 1.29  | Does this library have an organized collection of printed or other library materials, or a combination thereof ?                                                                                                                                                | Yes    |
| 1.30  | Does this library have paid staff?                                                                                                                                                                                                                              | Yes    |
| 1.31  | Does this library have an established schedule in which services of the staff are available to the public?                                                                                                                                                      | Yes    |
| 1.32  | Does the library have the facilities necessary to support such a collection, staff, and schedule?                                                                                                                                                               | Yes    |
| 1.33  | Is this library supported in whole or in part with public funds?                                                                                                                                                                                                | Yes    |
| 1.34  | Does this public library meet ALL the criteria of the PLSC public library definition? [PLSC 203] (If you answered YES to each question 1.29 -1.33, then answer this question Yes. If you answered NO to any question 1.29 -1.33, then answer this question No.) | Yes    |
| 1.35  | Number of Central Libraries [PLSC 209]                                                                                                                                                                                                                          | 1      |
| 1.36  | Outlet Type Code [PLSC 709]                                                                                                                                                                                                                                     | CE     |
| 1.37  | Administrative Structure Code [PLSC 202]                                                                                                                                                                                                                        | SO     |

## BRANCHES AND BOOKMOBILE OUTLETS (2.1 - 2.18)

|     |                                                   |   |
|-----|---------------------------------------------------|---|
| 2.1 | Total number of bookmobiles [PLSC 211 & PLSC 712] | 0 |
| 2.2 | Total number of branch libraries [PLSC 210]       | 0 |

NOTE: For questions 2.3 through 2.16, ONLY INCLUDE branch libraries and bookmobile outlets. DO NOT include the main/central library.

|      |                                                                                   |     |
|------|-----------------------------------------------------------------------------------|-----|
| 2.3a | Branch or Bookmobile Legal Name [PLSC 702]                                        | N/A |
| 2.3b | If this locked question's answer has changed, then enter the updated answer here. |     |
| 2.4  | ISL Control # [PLSC 701]                                                          | N/A |
| 2.5  | ISL Branch # [PLSC 701]                                                           | N/A |
| 2.6a | Street Address [PLSC 703]                                                         | N/A |
| 2.6b | If this locked question's answer has changed, then enter the updated answer here. |     |

|       |                                                                                                                                 |     |
|-------|---------------------------------------------------------------------------------------------------------------------------------|-----|
| 2.7a  | City [PLSC 704]                                                                                                                 | N/A |
| 2.7b  | If this locked question's answer has changed, then enter the updated answer here.                                               |     |
| 2.8a  | Zip [PLSC 705]                                                                                                                  | N/A |
| 2.8b  | If this locked question's answer has changed, then enter the updated answer here.                                               |     |
| 2.9a  | Zip +4 [PLSC 706]                                                                                                               | N/A |
| 2.9b  | If this locked question's answer has changed, then enter the updated answer here.                                               |     |
| 2.10a | County [PLSC 707]                                                                                                               |     |
| 2.10b | If this locked question's answer has changed, then enter the updated answer here.                                               |     |
| 2.11a | Telephone [PLSC 708]                                                                                                            | N/A |
| 2.11b | If this locked question's answer has changed, then enter the updated answer here.                                               |     |
| 2.12a | Square Footage [PLSC 711]                                                                                                       | N/A |
| 2.12b | If this locked question's answer has changed, then enter the updated answer here.                                               |     |
| 2.12c | Indicate the reason for the change/variance in square footage for this annual report as compared to the previous annual report. |     |
| 2.13  | Outlet Type Code [PLSC 709]                                                                                                     |     |
| 2.14  | Metropolitan Status Code [PLSC 710]                                                                                             |     |
| 2.15  | FSCS ID [PLSC 700]                                                                                                              | N/A |
| 2.16  | FSCS_SEQ [PLSC 700]                                                                                                             |     |
| 2.17  | Total public service hours PER YEAR for this branch or bookmobile [PLSC 713]                                                    | N/A |
| 2.18  | Total number of weeks, during the fiscal year, this branch or bookmobile was open for service to the public [PLSC 714]          | N/A |

### ANNUAL REPORT DATA (3.1 - 3.7)

|     |                                                |                                |
|-----|------------------------------------------------|--------------------------------|
| 3.1 | Fiscal Year Start Date (mm/dd/year) [PLSC 206] | 05/01/2010                     |
| 3.2 | Fiscal Year End Date (mm/dd/year) [PLSC 207]   | 04/30/2011                     |
| 3.3 | Number of months in this fiscal year           | 12                             |
| 3.4 | Name of person preparing this annual report    | Jeff Brooks                    |
| 3.5 | Telephone Number                               | 309-347-7111                   |
| 3.6 | FAX Number                                     | 309-347-6587                   |
| 3.7 | E-Mail Address                                 | jbrooks@pekinpubliclibrary.org |

### REFERENDA (4.1 - 4.12)

4.1 Was your library involved in a referendum in FY2010/2011? No

Include each type of referendum presented to the voters below:

4.2 Referendum Type N/A

4.3 If Other, what was the referendum type?

4.4 Referendum Date (mm/dd/year)

4.5 Passed or Failed? N/A

4.6 Effective Date (mm/dd/year)

If in the last year, or in the period before filing this report, the library board took action to a) convert to public library district status by approval of the corporate authority [75 ILCS 16/10-15]; and/or b) the public library district annexed additional territory in an unincorporated area by backdoor referendum [75 ILCS 16/15-5, et seq.]; and/or c) your public library district took any other action by backdoor referendum, indicate the effective date of the action.

4.7 Conversion - Effective Date (mm/dd/year) N/A

4.8 Annexation - Effective Date (mm/dd/year) N/A

4.9 Other (please specify)

4.10 Other - Effective Date (mm/dd/year) N/A

4.11 Other (please specify)

4.12 Other - Effective Date (mm/dd/year) N/A

## CURRENT LIBRARY BOARD (5.1 - 5.14)

[75 ILCS 5/4-1, et seq., 75 ILCS 16/30-5, et seq.]

NOTE: This information is used for directory purposes and for meeting the annual legal reporting requirements of public library districts. Report the most current information available.

5.1 Total number of board seats 9

5.2 Total number of vacant board seats 0

5.3 In accordance with current Illinois Library Laws, subject to the type of public library, this public library board of trustees attests that the current board is legally established, organized, and the terms of office for library trustees are all unexpired. Yes

5.4 IF NO, please explain

### Members

5.5 Name Vickie Koch

5.6 Trustee Position President

5.7 Present Term Ends (mm/year) 06/2011

5.8 Telephone Number N/A

5.9 E-mail Address N/A

5.10 Home Address 2503 N. Parkway Drive

5.11 City Pekin

5.12 State IL

5.13 Zip 61554

5.14 Zip +4 1992

5.5 Name Carrie Allen

5.6 Trustee Position Vice-President

5.7 Present Term Ends (mm/year) 06/2011

5.8 Telephone Number N/A

5.9 E-mail Address N/A

5.10 Home Address 914 S. 9th Street

|      |                             |                       |
|------|-----------------------------|-----------------------|
| 5.11 | City                        | Pekin                 |
| 5.12 | State                       | IL                    |
| 5.13 | Zip                         | 61554                 |
| 5.14 | Zip +4                      | 3449                  |
| 5.5  | Name                        | Leslie Leitner        |
| 5.6  | Trustee Position            | Secretary             |
| 5.7  | Present Term Ends (mm/year) | 06/2011               |
| 5.8  | Telephone Number            | N/A                   |
| 5.9  | E-mail Address              | N/A                   |
| 5.10 | Home Address                | 3 Vetter Ct           |
| 5.11 | City                        | Pekin                 |
| 5.12 | State                       | IL                    |
| 5.13 | Zip                         | 61554                 |
| 5.14 | Zip +4                      | 4659                  |
| 5.5  | Name                        | Randy Turner          |
| 5.6  | Trustee Position            | Treasurer             |
| 5.7  | Present Term Ends (mm/year) | 06/2012               |
| 5.8  | Telephone Number            | N/A                   |
| 5.9  | E-mail Address              | N/A                   |
| 5.10 | Home Address                | 1607 North 8th Street |
| 5.11 | City                        | Pekin                 |
| 5.12 | State                       | IL                    |
| 5.13 | Zip                         | 61554                 |
| 5.14 | Zip +4                      | 1655                  |
| 5.5  | Name                        | Sue Crowell           |
| 5.6  | Trustee Position            | Other                 |
| 5.7  | Present Term Ends (mm/year) | 6/2012                |
| 5.8  | Telephone Number            | N/A                   |
| 5.9  | E-mail Address              | N/A                   |
| 5.10 | Home Address                | 332 Park Ave          |
| 5.11 | City                        | Pekin                 |
| 5.12 | State                       | IL                    |
| 5.13 | Zip                         | 61554                 |
| 5.14 | Zip +4                      | 4470                  |
| 5.5  | Name                        | Jason Juchems         |
| 5.6  | Trustee Position            | Other                 |
| 5.7  | Present Term Ends (mm/year) | 06/2013               |
| 5.8  | Telephone Number            | N/A                   |
| 5.9  | E-mail Address              | N/A                   |
| 5.10 | Home Address                | 1306 Catherine        |
| 5.11 | City                        | Pekin                 |
| 5.12 | State                       | IL                    |
| 5.13 | Zip                         | 61554                 |
| 5.14 | Zip +4                      | 3660                  |
| 5.5  | Name                        | Corey Shannon         |
| 5.6  | Trustee Position            | Other                 |
| 5.7  | Present Term Ends (mm/year) | 06/2013               |
| 5.8  | Telephone Number            | N/A                   |

|      |                             |                          |
|------|-----------------------------|--------------------------|
| 5.9  | E-mail Address              | N/A                      |
| 5.10 | Home Address                | 1200 Florence Ave Apt 4E |
| 5.11 | City                        | Pekin                    |
| 5.12 | State                       | IL                       |
| 5.13 | Zip                         | 61554                    |
| 5.14 | Zip +4                      | 2301                     |
| 5.5  | Name                        | Mary Jane Sours          |
| 5.6  | Trustee Position            | Other                    |
| 5.7  | Present Term Ends (mm/year) | 06/2012                  |
| 5.8  | Telephone Number            | N/A                      |
| 5.9  | E-mail Address              | N/A                      |
| 5.10 | Home Address                | 1107 Park Ave            |
| 5.11 | City                        | Pekin                    |
| 5.12 | State                       | IL                       |
| 5.13 | Zip                         | 61554                    |
| 5.14 | Zip +4                      | 4939                     |
| 5.5  | Name                        | Tim Williams             |
| 5.6  | Trustee Position            | Other                    |
| 5.7  | Present Term Ends (mm/year) | 06/2013                  |
| 5.8  | Telephone Number            | N/A                      |
| 5.9  | E-mail Address              | N/A                      |
| 5.10 | Home Address                | 504 South 8th Street     |
| 5.11 | City                        | Pekin                    |
| 5.12 | State                       | IL                       |
| 5.13 | Zip                         | 61554                    |
| 5.14 | Zip +4                      | 4710                     |

### **FRIENDS GROUP/FOUNDATION (6.1 - 6.2)**

|     |                                              |     |
|-----|----------------------------------------------|-----|
| 6.1 | Does your library have a "friends" group?    | Yes |
| 6.2 | Does your library have a library foundation? | No  |

### **FACILITY/FACILITIES (7.1 - 7.2)**

|      |                                                                                                                                 |        |
|------|---------------------------------------------------------------------------------------------------------------------------------|--------|
| 7.1a | Total square footage of the main library building [PLSC 711]                                                                    | 34,000 |
| 7.1b | If this locked question's answer has changed, then enter the updated answer here.                                               | 34,000 |
| 7.1c | Indicate the reason for the change/variance in square footage for this annual report as compared to the previous annual report. | N/A    |
| 7.2  | Total square footage of the branch library building(s), if applicable                                                           | N/A    |
| 7.2b | Indicate the reason for the change/variance in square footage for this annual report as compared to the previous annual report. | N/A    |

### **ASSETS AND LIABILITIES (8.1 - 8.13)**

#### **PROPERTY**

- 8.1 What is the estimated current fair market value for the library's real estate (land and buildings including garages, sheds, etc.)? \$6,600,000
- 8.2 During the last fiscal year, did the library acquire any real and/or personal property? [75 ILCS 5/4-10(4), 75 ILCS 16/30-65(a)(3)] No
- IF YES, how was the property acquired? (Check all that apply)
- 8.3 Purchase No
- 8.4 Legacy No
- 8.5 Gift No
- 8.6 Other No
- 8.7 Provide a general description of the property acquired.
- 8.8 What is the estimated replacement cost for the library's furniture, equipment, and vehicles? \$800,000

#### **FISCAL ACCUMULATIONS**

- 8.9 Does your library have fiscal accumulations (reserve funds, outstanding fund balances, etc.)? [75 ILCS 5/4-10(7), 75 ILCS 16/30-65(a)(4)] Yes
- 8.10 IF YES, then prepare a statement that details the dollar amount(s) and the reason(s) for the fiscal accumulations. [75 ILCS 5/4-10(7) , 75 ILCS 16/30-65(a)(4)] We have three funds established by resolution with goals established for each fund. Capital Development and Maintenance Fund goal \$300,000. Raised \$280,843 for the purpose of maintaining existing facilities. Technology Fund, goal \$50,000, raised \$9,172, for the purpose of funding technology purchases. 21st Century Library Fund, goal \$4,250,000, raised \$70,248, for the purpose of funding facility renovation & expansion.

#### **LIABILITIES**

- 8.11 Does your library have any outstanding liabilities including bonds, judgments, settlements, etc.? [75 ILCS 5/4-10(8), 75 ILCS 16/30-65(a)(5)] No
- 8.12 IF YES, what is the total amount of the outstanding liabilities? [75 ILCS 5/4-10(8), 75 ILCS 16/30-65(a)(5)] 0
- 8.13 IF YES, then prepare a statement that identifies each outstanding liability and its specific dollar amount. [75 ILCS 5/4-10(8), 75 ILCS 16/30-65(a)(5)]

#### **OPERATING RECEIPTS BY SOURCE (9.1 - 9.21)**

[75 ILCS 5/4-10(1), 75 ILCS 16/30-65(a)(6)]

Operating receipts are the monies received and utilized during the fiscal year to support the provision of ongoing, day-to-day library services.

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

**NOTE: Round answers to the nearest whole dollar.**



**LOCAL GOVERNMENT**

9.1 Local government [PLSC 300] (except capital income from bond sales which must be reported in 13.1a only) \$916,848

**STATE GOVERNMENT - Exclude: Federal funds distributed by the State of Illinois**

9.2 Per capita grant \$34,647  
 9.3 Equalization aid grant \$0  
 9.4 Personal property replacement tax \$87,197  
 9.5 Educate and Automate grants (an IL State Library grant) 0  
 9.6 Other 0  
 9.7 If Other, please specify  
 9.8 Total State Government Funds (9.2+9.3+9.4+9.5+9.6) [PLSC 301] \$121,844

**FEDERAL GOVERNMENT - Include: Federal funds distributed by the State of Illinois (e.g., LSTA grants paid directly to your library)**

9.9 LSTA funds received 0  
 9.10 E-Rate funds received \$1,355  
 9.11 Other federal funds received 0  
 9.12 If Other, please specify  
 9.13 Total Federal Government Funds (9.9+9.10+9.11) [PLSC 302] \$1,355

**OTHER INCOME**

9.14 Bill and Melinda Gates Foundation grant monies received \$1,300  
 9.15a Other receipts intended to be used for operating expenditures \$62,783  
 9.15b Other non-capital receipts placed in "reserve funds" 0  
 9.16 TOTAL all other receipts (9.14 + 9.15a, BUT NOT 9.15b) [PLSC 303] \$64,083

**TOTAL OPERATING RECEIPTS**

[75 ILCS 5/4-10(1), 75 ILCS 16/30-65(a)(6)]

9.17 TOTAL receipts ( 9.1 + 9.8 + 9.13 + 9.16) [PLSC 304] \$1,104,130

9.18 Amount of surety bond \$800,000

9.19 Is the amount of the surety bond in compliance with library law? (The amount of the bond shall be based upon a minimum of 50% of the total funds received by the library in the last/previous fiscal year.) [75 ILCS 5/4-9, 75 ILCS 16/30-45(e)] Yes

9.20 The designated custodian of the library's funds is: Library Treasurer

9.21 Is this library's annual tax levy/fiscal appropriation subject to "tax caps" [the Property Tax Extension Limitation Law, 35 ILCS 200/18-185, et seq.]? No

**OPERATING EXPENDITURES BY CATEGORY (10.1 - 10.4)**

[75 ILCS 5/4-10(2), 75 ILCS 16/30-65(a)(6)]

Operating expenditures are the current and recurrent costs necessary to support the provision of library services.

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

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

**NOTE: Round answers to the nearest whole dollar.**

|      |                                                                                                                                                       |           |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| 10.1 | Salaries and wages for all library staff<br>[PLSC 350]                                                                                                | \$542,048 |
| 10.2 | Fringe benefits, for all library staff, paid<br>for from either the library's or the<br>"municipal corporate authority's"<br>appropriation [PLSC 351] | \$161,501 |
| 10.3 | Total Staff Expenditures (10.1 + 10.2)<br>[PLSC 352]                                                                                                  | \$703,549 |
| 10.4 | If this library answered question 10.2 as<br>"zero" or "N/A" then choose an answer<br>from the drop-down.                                             | N/A       |

## **MATERIALS EXPENDITURES (11.1 - 11.4)**

[75 ILCS 5/4-10(2), 75 ILCS 16/30-65(a)(6)]

Include: All materials in all formats (e.g., print, microform, electronic) whether purchased, leased or licensed.

Exclude: Charges or fees for interlibrary loans and Expenditures for document delivery.

**NOTE: Round answers to the nearest whole dollar.**

|      |                                                                 |           |
|------|-----------------------------------------------------------------|-----------|
| 11.1 | Printed Materials [PLSC 353]                                    | \$88,479  |
| 11.2 | Electronic Materials [PLSC 354]                                 | \$22,865  |
| 11.3 | Other Materials [PLSC 355]                                      | \$20,335  |
| 11.4 | TOTAL Materials Expenditures (11.1 +<br>11.2 + 11.3) [PLSC 356] | \$131,679 |

## **OTHER OPERATING EXPENDITURES (12.1 - 12.3)**

[75 ILCS 5/4-10(2), 75 ILCS 16/30-65(a)(6)]

Exclude: Purchases of major fixed assets (Report in Capital Expenditures)

**NOTE: Round answers to the nearest whole dollar.**

|      |                                                                   |             |
|------|-------------------------------------------------------------------|-------------|
| 12.1 | All other operating expenditures not<br>included above [PLSC 357] | \$232,626   |
| 12.2 | TOTAL operating expenditures (10.3 +<br>11.4 + 12.1) [PLSC 358]   | \$1,067,854 |
| 12.3 | Children's Materials Expenditures                                 | \$24,609    |

## **CAPITAL REVENUE AND EXPENDITURES (13.1 - 13.7)**

[75 ILCS 5/4-10(1)&(2), 75 ILCS 16/30-65(a)(6)]

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

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

**NOTE: Round answers to the nearest whole dollar.**

#### CAPITAL REVENUE

|       |                                                               |           |
|-------|---------------------------------------------------------------|-----------|
| 13.1a | Local Government: Capital Income from Bond Sales              | N/A       |
| 13.1b | Local Government: Other                                       | \$105,159 |
| 13.1c | Total Local Government (13.1a + 13.1b) [PLSC 400]             | \$105,159 |
| 13.2  | State Government [PLSC 401]                                   | \$0       |
| 13.3  | Federal Government [PLSC 402]                                 | 0         |
| 13.4  | Other [PLSC 403]                                              | 0         |
| 13.5  | If Other, please specify                                      |           |
| 13.6  | Total Capital Revenue (13.1c + 13.2 + 13.3 + 13.4) [PLSC 404] | \$105,159 |

#### CAPITAL EXPENDITURES

|      |                                       |           |
|------|---------------------------------------|-----------|
| 13.7 | Total Capital Expenditures [PLSC 405] | \$123,007 |
|------|---------------------------------------|-----------|

#### PERSONNEL (14.1 - 14.50)

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

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

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

Group A: Librarians with MASTER'S DEGREES (OR DOCTORATES OR CERTIFICATES OF ADVANCED STUDIES) FROM AN AMERICAN LIBRARY ASSOCIATION ACCREDITED PROGRAM OF LIBRARY AND INFORMATION STUDIES. [PLSC 250]

|      |                                     |                    |
|------|-------------------------------------|--------------------|
| 14.1 | Position Title                      | Director           |
| 14.2 | Primary Work Area Code              | LDIR               |
| 14.3 | Secondary Work Area Code [OPTIONAL] | N/A                |
| 14.4 | Education Code                      | MLS                |
| 14.5 | Sex                                 | M                  |
| 14.6 | Hourly Rate                         | \$33.58            |
| 14.7 | Total Hours/Week                    | 40                 |
| 14.1 | Position Title                      | Assistant Director |
| 14.2 | Primary Work Area Code              | ADIR               |
|      |                                     | REF                |

|      |                                                      |         |
|------|------------------------------------------------------|---------|
| 14.3 | Secondary Work Area Code [OPTIONAL]                  |         |
| 14.4 | Education Code                                       | MLS     |
| 14.5 | Sex                                                  | F       |
| 14.6 | Hourly Rate                                          | \$23.10 |
| 14.7 | Total Hours/Week                                     | 40      |
| 14.8 | Total Group A: FTE ALA-MLS (14.7 / 40)<br>[PLSC 250] | 2.00    |

Group B: Other Librarians. Include employees with the TITLE OF LIBRARIAN who EITHER have other types of library education (non-American Library Association accredited library degrees; undergraduate library science majors or minors) OR do paid work that usually requires professional training and skill in the theoretical or scientific aspects of library work, or both, as distinct from its mechanical or clerical aspects.

|       |                                                     |                                  |
|-------|-----------------------------------------------------|----------------------------------|
| 14.9  | Position Title                                      | Youth Services Library           |
| 14.10 | Primary Work Area Code                              | CHD                              |
| 14.11 | Secondary Work Area Code [OPTIONAL]                 | N/A                              |
| 14.12 | Education Code                                      | BAC                              |
| 14.13 | Sex                                                 | F                                |
| 14.14 | Hourly Rate                                         | \$16.80                          |
| 14.15 | Total Hours/Week                                    | 39                               |
| 14.9  | Position Title                                      | Young Adult Services Coordinator |
| 14.10 | Primary Work Area Code                              | YAS                              |
| 14.11 | Secondary Work Area Code [OPTIONAL]                 | REF                              |
| 14.12 | Education Code                                      | BAC                              |
| 14.13 | Sex                                                 | F                                |
| 14.14 | Hourly Rate                                         | \$16.60                          |
| 14.15 | Total Hours/Week                                    | 40                               |
| 14.16 | Total Group B: FTE Other Librarians<br>(14.15 / 40) | 1.98                             |
| 14.17 | Total FTE Librarians (14.8 + 14.16) [PLSC<br>251]   | 3.98                             |

#### OTHER PAID EMPLOYEES WHO PERFORM OTHER TYPES OF LIBRARY WORK

Group C: Full-time/part-time administrative support specialists (personnel director, business manager, public relations, other non-library specialists), information technology professionals (IT director, webmaster), other technical, and clerical employees.

|       |                                                                             |         |
|-------|-----------------------------------------------------------------------------|---------|
| 14.18 | Total hours worked in a typical week by all<br>Group C employees            | 397     |
| 14.19 | Minimum hourly rate actually paid (convert<br>annual salary to hourly rate) | \$9.35  |
| 14.20 | Maximum hourly rate actually paid<br>(convert annual salary to hourly rate) | \$19.35 |
| 14.21 | Total FTE Group C employees (14.18 / 40)                                    | 9.93    |

Group D: Full-time/part-time pages or shelvers

|       |                                                                             |         |
|-------|-----------------------------------------------------------------------------|---------|
| 14.22 | Total hours worked in a typical week by all<br>Group D employees            | 68      |
| 14.23 | Minimum hourly rate actually paid (convert<br>annual salary to hourly rate) | \$8.25  |
| 14.24 | Maximum hourly rate actually paid<br>(convert annual salary to hourly rate) | \$10.50 |
| 14.25 | Total FTE Group D employees (14.22 / 40)                                    | 1.70    |

Group E: Full-time/part-time building maintenance, security or plant operation employees

|       |                                                                                           |         |
|-------|-------------------------------------------------------------------------------------------|---------|
| 14.26 | Total hours worked in a typical week by all Group E employees                             | 56      |
| 14.27 | Minimum hourly rate actually paid (convert annual salary to hourly rate)                  | \$10.00 |
| 14.28 | Maximum hourly rate actually paid (convert annual salary to hourly rate)                  | \$21.70 |
| 14.29 | Total FTE Group E employees (14.26 / 40)                                                  | 1.40    |
| 14.30 | Total FTE Other Paid Employees from Groups C, D, and E (14.21 + 14.25 + 14.29) [PLSC 252] | 13.03   |
| 14.31 | Total FTE Paid Employees (14.17 + 14.30) [PLSC 253]                                       | 17.01   |

#### Librarian Vacancies

Include only those budgeted librarian positions vacant on the last day of this fiscal year for which there was an active search while the position remained vacant.

|        |                                         |   |
|--------|-----------------------------------------|---|
| 14.32  | Position Title                          |   |
| 14.33  | Primary Work Area Code                  |   |
| 14.34  | Education Code                          |   |
| 14.35  | Total Hours/Week                        | 0 |
| 14.36  | Number of Weeks Vacant during FY2010/11 | 0 |
| 14.37a | Annual Salary Range Minimum             | 0 |
| 14.37b | Annual Salary Range Maximum             | 0 |

#### Newly Created Librarian Positions

Include any newly created librarian positions which were created in FY2010/2011.

|       |                                      |   |
|-------|--------------------------------------|---|
| 14.38 | Position Title                       |   |
| 14.39 | Primary Work Area Code               |   |
| 14.40 | Education Code                       |   |
| 14.41 | Total Hours/Week                     | 0 |
| 14.42 | Current Status: Filled or Unfilled   |   |
| 14.43 | Date Filled (mm/year, if applicable) |   |

#### Eliminated Librarian Positions

An eliminated librarian position is one that was budgeted for in FY2009/10 but was not in the budget for FY2010/11.

|       |                                                      |   |
|-------|------------------------------------------------------|---|
| 14.44 | Position Title                                       |   |
| 14.45 | Primary Work Area Code                               |   |
| 14.46 | Education Code                                       |   |
| 14.47 | Total Hours/Week                                     | 0 |
| 14.48 | Date Eliminated (mm/year)                            |   |
| 14.49 | Last Annual Salary Paid                              | 0 |
| 14.50 | Reason Eliminated (i.e. lack of funds or need, etc.) |   |

### SERVICE HOURS/LIBRARY VISITS (15.1 - 15.20)

#### Monday

|      |                                                                             |       |
|------|-----------------------------------------------------------------------------|-------|
| 15.1 | Open?                                                                       | Yes   |
| 15.2 | Based on a typical Monday, how many hours was the library open on this day? | 11.00 |

#### Tuesday

|      |       |     |
|------|-------|-----|
| 15.3 | Open? | Yes |
|------|-------|-----|

|           |                                                                                                                       |          |
|-----------|-----------------------------------------------------------------------------------------------------------------------|----------|
| 15.4      | Based on a typical Tuesday, how many hours was the library open on this day?                                          | 11.00    |
| Wednesday |                                                                                                                       |          |
| 15.5      | Open?                                                                                                                 | Yes      |
| 15.6      | Based on a typical Wednesday, how many hours was the library open on this day?                                        | 11.00    |
| Thursday  |                                                                                                                       |          |
| 15.7      | Open?                                                                                                                 | Yes      |
| 15.8      | Based on a typical Thursday, how many hours was the library open on this day?                                         | 11.00    |
| Friday    |                                                                                                                       |          |
| 15.9      | Open?                                                                                                                 | Yes      |
| 15.10     | Based on a typical Friday, how many hours was the library open on this day?                                           | 9.00     |
| Saturday  |                                                                                                                       |          |
| 15.11     | Open?                                                                                                                 | Yes      |
| 15.12     | Based on a typical Saturday, how many hours was the library open on this day?                                         | 8.00     |
| Sunday    |                                                                                                                       |          |
| 15.13     | Open?                                                                                                                 | No       |
| 15.14     | Based on a typical Sunday, how many hours was the library open on this day?                                           | 0        |
| 15.15     | Based on a typical week, how many DAYS in that week was the CENTRAL library open mornings (Midnight - 11:59 a.m.)?    | 6        |
| 15.16     | Based on a typical week, how many DAYS in that week was the CENTRAL library open afternoons (Noon - 5:59 p.m.)?       | 6.00     |
| 15.17     | Based on a typical week, how many DAYS in that week was the CENTRAL library open evenings (6:00 p.m. - 11:59 p.m.)?   | 4        |
| 15.18a    | Total public service hours PER YEAR FOR THE MAIN/CENTRAL LIBRARY [PLSC 713]                                           | 3172     |
| 15.18b    | Total public service hours PER YEAR FOR ALL BRANCH LIBRARIES & BOOKMOBILES [PLSC]                                     | 0        |
| 15.18c    | Total scheduled public service hours PER YEAR FOR ALL SERVICE OUTLETS (15.18a + 15.18b) [PLSC 500]                    | 3,172.00 |
| 15.19     | Total annual visits/attendance in the library [PLSC 501]                                                              | 178,428  |
| 15.20     | Total number of weeks, during the fiscal year, the MAIN/CENTRAL LIBRARY was open for service to the public [PLSC 714] | 52       |

## PROGRAMS & ATTENDANCE (16.1 - 16.8)

Exclude: (1) Library activities delivered on a one-to-one basis, rather than to a group, such as one-to-one literacy tutoring, resume writing assistance, homework assistance, and mentoring activities. (2) Programs sponsored by other groups that use library facilities.

|      |                                |    |
|------|--------------------------------|----|
| 16.1 | Total Number of Adult Programs | 96 |
|------|--------------------------------|----|



|      |                                                                  |        |
|------|------------------------------------------------------------------|--------|
| 16.2 | Adult Program Attendance                                         | 1,344  |
| 16.3 | Total Number of Young Adult Programs [PLSC 602]                  | 36     |
| 16.4 | Young Adult Program Attendance [PLSC 605]                        | 429    |
| 16.5 | Total Number of Children's Programs [PLSC 601]                   | 436    |
| 16.6 | Children's Program Attendance [PLSC 604]                         | 13,534 |
| 16.7 | Total Number of Library Programs (16.1 + 16.3 + 16.5) [PLSC 600] | 568    |
| 16.8 | Total Library Program Attendance (16.2 + 16.4 + 16.6) [PLSC 603] | 15,307 |

## REGISTERED BORROWERS (17.1 - 17.4)

|       |                                                                                                                                                                                                                                                                                                                                                                                                              |        |
|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| 17.1  | Total number of resident borrower's cards in force as of the last day of the fiscal year. A resident borrower is a citizen who resides within your library's legal service area and/or is taxed for (or owns property within) library service within your library's taxing boundaries which entitles that citizen to hold a resident borrower's card from your library. Do NOT include reciprocal borrowers. | 17,368 |
| 17.2a | Total number of non-resident borrower's cards in force as of the last day of the fiscal year. A non-resident borrower is a citizen who does not reside within your library's legal service area and is not taxed for library service within your library's taxing boundaries. Instead that citizen pays a fee directly to your library for library use and services. Do NOT include reciprocal borrowers.    | 96     |
| 17.2b | What was the total amount of the fees collected from the sale of non-resident borrower's cards during the past fiscal year?                                                                                                                                                                                                                                                                                  | 7,104  |
| 17.3  | Total number of registered borrowers as of the last day of the fiscal year. (17.1 + 17.2a) [PLSC 503]                                                                                                                                                                                                                                                                                                        | 17,464 |
| 17.4  | Is your library's registered borrower/patron file purged a minimum of one time every three years?                                                                                                                                                                                                                                                                                                            | Yes    |

## RESOURCES OWNED (18.1 - 18.15)

[75 ILCS 5/4-10(3), 75 ILCS 16/30-65(a)(6)]

This area does NOT cover all materials for which expenditures were reported. Report only items that the library has acquired as part of the collection and cataloged whether purchased, licensed, or donated as gifts.

### Books

|      |                          |         |
|------|--------------------------|---------|
| 18.1 | Held at end of FY2010/11 | 117,195 |
|------|--------------------------|---------|

Back Files (Retrospective Holdings): Newspapers (Print format only)

|      |                                                  |       |
|------|--------------------------------------------------|-------|
| 18.2 | Held at end of FY2010/11                         | 12    |
| 18.3 | Are these counts a volume count OR a title count | Title |

Back Files (Retrospective Holdings): Magazines/Periodicals/Serials (Print format only)

|      |                                                       |         |
|------|-------------------------------------------------------|---------|
| 18.4 | Held at end of FY2010/11                              | 180     |
| 18.5 | Are these counts a volume count OR a title count      | Title   |
| 18.6 | Total Print Materials (18.1 + 18.2 + 18.4) [PLSC 450] | 117,387 |

[75 ILCS 5/4-10(3), 75 ILCS 16/30-65(a)(6)]

Current Subscriptions: Newspapers/Magazines/Periodicals/Serials (Print format only)

|      |                                     |       |
|------|-------------------------------------|-------|
| 18.7 | Held at end of FY2010/11 [PLSC 460] | 2,372 |
|------|-------------------------------------|-------|

E-books

|      |                                     |     |
|------|-------------------------------------|-----|
| 18.8 | Held at end of FY2010/11 [PLSC 451] | 991 |
|------|-------------------------------------|-----|

Audio Recordings: Physical Units

|       |                                     |       |
|-------|-------------------------------------|-------|
| 18.9a | Held at end of FY2010/11 [PLSC 452] | 5,154 |
|-------|-------------------------------------|-------|

Audio Recordings: Downloadable Titles

|       |                                     |     |
|-------|-------------------------------------|-----|
| 18.9b | Held at end of FY2010/11 [PLSC 453] | 630 |
|-------|-------------------------------------|-----|

DVDs/Videos: Physical Units

|        |                                     |       |
|--------|-------------------------------------|-------|
| 18.10a | Held at end of FY2010/11 [PLSC 454] | 6,206 |
|--------|-------------------------------------|-------|

[75 ILCS 5/4-10(3) and 75 ILCS 16/30-65(a)(6)]

DVDs/Videos: Downloadable Titles

|        |                                     |   |
|--------|-------------------------------------|---|
| 18.10b | Held at end of FY2010/11 [PLSC 455] | 0 |
|--------|-------------------------------------|---|

Licensed Databases

Report the number of licensed databases acquired through payment or formal agreement, by source of access. Each database should be counted individually even if access to several databases is supported through the same vendor interface.

Exclude: Subscriptions to individual electronic serial titles should be reported in question 18.8 NOT in 18.12 - 18.15.

|       |                                                                                                                                       |    |
|-------|---------------------------------------------------------------------------------------------------------------------------------------|----|
| 18.11 | Local License negotiated by the local library [PLSC 456]                                                                              | 7  |
| 18.12 | State License negotiated by the Illinois State Library [PLSC 457]                                                                     | 22 |
| 18.13 | Other consortia within the state or region -- License negotiated by regional library system(s) and/or other cooperative(s) [PLSC 458] | 2  |
| 18.14 | Total Licensed Databases (18.11 + 18.12 + 18.13) [PLSC 459]                                                                           | 31 |

Children's Holdings

|       |                     |        |
|-------|---------------------|--------|
| 18.15 | Children's Holdings | 37,529 |
|-------|---------------------|--------|

**USE OF RESOURCES (19.1 - 19.13)**

[75 ILCS 5/4-10(3), 75 ILCS 16/30-65(a)(6)]

Report for the library's entire fiscal year

|      |                                                  |         |
|------|--------------------------------------------------|---------|
| 19.1 | Number of adult materials loaned                 | 179,690 |
| 19.2 | Number of children's materials loaned [PLSC 551] | 71,935  |

|      |                                                           |         |
|------|-----------------------------------------------------------|---------|
| 19.3 | Total number of materials loaned (19.1 + 19.2) [PLSC 550] | 251,625 |
|------|-----------------------------------------------------------|---------|

Report circulation, including renewals, by the material types below. Include both physical and electronic format circulation if applicable.

|       |                                                                       |         |
|-------|-----------------------------------------------------------------------|---------|
| 19.4  | Books                                                                 | 141,247 |
| 19.5  | Videos/DVDs                                                           | 48,143  |
| 19.6  | Audios (include music)                                                | 19,248  |
| 19.7  | Magazines/Periodicals                                                 | 5,727   |
| 19.8  | Other Formats                                                         | 326     |
| 19.9  | TOTAL (Sum of 19.4-19.8)                                              | 214,691 |
| 19.10 | Number of interlibrary loans loaned to other libraries [PLSC 552]     | 15,904  |
| 19.11 | Number of interlibrary loans borrowed from other libraries [PLSC 553] | 8,685   |
| 19.12 | Does your library participate in reciprocal borrowing?                | Yes     |
| 19.13 | IF YES, report the number of materials loaned                         | 23,981  |

### REFERENCE QUESTIONS (20.1 - 20.3)

Number of reference questions, for the fiscal year, asked at the \_\_\_\_\_ department. [PLSC 502]

|      |                                |        |
|------|--------------------------------|--------|
| 20.1 | Adult Department               | 14,820 |
| 20.2 | Children's Department          | 3,120  |
| 20.3 | TOTAL (20.1 + 20.2) [PLSC 502] | 17,940 |

### AUTOMATION (21.1 - 21.5)

How many of the following does your library have?

Windows/PC Compatible Computers

|      |                                                                                            |     |
|------|--------------------------------------------------------------------------------------------|-----|
| 21.1 | Total number of ALL computers in the library                                               | 50  |
| 21.2 | Total number of PUBLIC USE (Internet and non-Internet accessible) computers in the library | 26  |
| 21.3 | Is your library's catalog automated?                                                       | Yes |
| 21.4 | Is your library's catalog accessible via the web?                                          | Yes |
| 21.5 | Does your library have a telecommunications messaging device for the hearing imparied?     | No  |

### INTERNET (22.1 - 22.20)

|      |                                                  |     |
|------|--------------------------------------------------|-----|
| 22.1 | Does your library have Internet access?          | Yes |
| 22.2 | Does your library have wireless Internet access? | Yes |

What Internet provider(s) does your library use? (Check all that apply)

|      |                                |     |
|------|--------------------------------|-----|
| 22.3 | Illinois Century Network (ICN) | No  |
| 22.4 | Other                          | Yes |

|                                                                      |                                                                                                   |               |
|----------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|---------------|
| 22.5                                                                 | If your library is NOT a participant in the Illinois Century Network (ICN), please indicate why:  | Other         |
| 22.6                                                                 | What type(s) of Internet connection(s) is/are used by your library? (Check all that apply)        |               |
| If you need help, call your Internet service provider (ISP).         |                                                                                                   |               |
|                                                                      | DSL                                                                                               | Yes           |
|                                                                      | Cable                                                                                             | No            |
|                                                                      | Wireless                                                                                          | Yes           |
|                                                                      | Satellite                                                                                         | No            |
|                                                                      | Fiber                                                                                             | No            |
|                                                                      | Leased Line                                                                                       | No            |
|                                                                      | Network (State, Regional, Municipal)                                                              | No            |
|                                                                      | Dial-up                                                                                           | No            |
|                                                                      | Don't Know                                                                                        | No            |
|                                                                      | Other                                                                                             | No            |
|                                                                      | N/A                                                                                               | No            |
| 22.7                                                                 | What is the maximum speed of your library's Internet connection? (Select one)                     | 6.4 - 43 Mbps |
| 22.8                                                                 | If Other, please specify                                                                          |               |
| 22.9                                                                 | Has your library board adopted an Internet public access policy?                                  | Yes           |
| 22.10                                                                | How many Internet computers does your library have available for public use? [PLSC 650]           | 21            |
| 22.11                                                                | Report the number of in-library users of public Internet computers in a year [PLSC 651]           | 73,113        |
| 22.12                                                                | Report the annual number of views of your library's homepage                                      | 54,190        |
| 22.13                                                                | Does your library provide instruction (workshops, classes) to patrons on the use of the Internet? | Yes           |
| 22.14                                                                | Does your library utilize Internet filters?                                                       | Yes           |
| 22.15                                                                | IF YES, when did your library start using filters? (mm/year)                                      | 04/2002       |
| IF YES, which Internet stations have filters? (Check all that apply) |                                                                                                   |               |
| 22.16a                                                               | Staff - All                                                                                       | Yes           |
| 22.16b                                                               | Staff - Some                                                                                      | No            |
| 22.17a                                                               | Public - All                                                                                      | Yes           |
| 22.17b                                                               | Public - Some                                                                                     | No            |
| 22.18a                                                               | Children - All                                                                                    | Yes           |
| 22.18b                                                               | Children - Some                                                                                   | No            |
| 22.19a                                                               | Young adult - All                                                                                 | No            |
| 22.19b                                                               | Young adult - Some                                                                                | No            |
| 22.20a                                                               | Adult - All                                                                                       | Yes           |
| 22.20b                                                               | Adult - Some                                                                                      | No            |

## E-RATE (23.1 - 23.3)

- |      |                                                                                                                                                                                     |         |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| 23.1 | Did your library apply directly for E-rate (telecommunications discounts) for FY2010/11?                                                                                            | Yes     |
| 23.2 | IF YES, what is the dollar amount (either as discounts/credits on your telecommunications bills or as direct payments to your library) that your library was awarded for FY2010/11? | 1354.98 |
| 23.3 | Why did your library NOT participate in the E-rate program?                                                                                                                         | N/A     |

### **STAFF DEVELOPMENT & TRAINING (24.1 - 24.3)**

- |      |                                                                                                                                              |         |
|------|----------------------------------------------------------------------------------------------------------------------------------------------|---------|
| 24.1 | How much money did your library spend on staff development and training this fiscal year? <b>(Round answer to the nearest whole dollar.)</b> | \$6,263 |
| 24.2 | Does this include travel expenses?                                                                                                           | Yes     |
| 24.3 | How many hours of training did employees receive this year?                                                                                  | 292     |

### **SUGGESTED QUESTIONS FOR FUTURE IPLARS (25.1)**

- |      |                                                                                                                                                    |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------|
| 25.1 | What information is not currently asked on the Illinois Public Library Annual Report (IPLAR) that you would be interested in if it were collected? |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------|

### **PUBLIC LIBRARY DISTRICT SECRETARY'S AUDIT (26.1)**

[75 ILCS 16/30-65(a)(1),(c)(d)]

26.1 Public Library District Secretary's Audit (Submit in paper format; there is no electronic version).

A Secretary's Audit must be prepared on your library's letterhead and contain the following information:

1. Your library's name and address (should be on the library's letterhead).
  2. The following text: "This is to testify that we have examined the Secretary's minutes and other records for the past year and find they are in order and have no errors or discrepancies for FY2010/11."
- NOTE: If there ARE any errors or discrepancies, please list and explain fully.
3. The signatures of two trustees who were appointed by the President to audit the Secretary's records.
  4. The date completed.

### **CERTIFICATION PAGE**

Click [here](#) to print certification form.

### **IPLAR SUBMISSION REMINDERS**

Follow these steps for IPLAR submission:

1. Click on the Status tab.
2. Click on the Unanswered Questions tab which defaults to View Required Unanswered Questions. Supply answers for these required questions.
3. Click on the Edit Checks tab and resolve edit checks. Explain pragmatically why this year's answer is equal to, less than, or more than the previous year's answer.
4. Click on the Submit Survey tab and click on the green Submit Survey button NOTE: All required unanswered questions must be answered and all edit checks must contain narrative notes in order for the survey to electronically submit.

## IL STATE LIBRARY WILL COMPLETE

|       |                                             |                  |
|-------|---------------------------------------------|------------------|
| 27.1  | EAV 1 [ISL]                                 |                  |
| 27.2  | EAV 2 [ISL]                                 |                  |
| 27.3  | EAV 3 [ISL]                                 |                  |
| 27.4  | EAV 4 [ISL]                                 |                  |
| 27.5a | EAV TOTAL (27.1 + 27.2 + 27.3 + 27.4) [ISL] | \$442,995,075.00 |
| 27.5b | EAV in \$1,000 (27.5a / 1,000) [ISL]        | \$442,995.08     |
| 27.6  | Tax Rate 1 [ISL]                            |                  |
| 27.7  | Tax Rate 2 [ISL]                            |                  |
| 27.8  | Tax Rate 3 [ISL]                            |                  |
| 27.9  | Tax Rate 4 [ISL]                            |                  |
| 27.10 | Average Tax Rate [ISL]                      |                  |



Owner: \_\_\_\_\_ City of Pekin  
 Project: 11P112.00  
 Bid Date: May 26, 2011



## BID TABULATION (Unit Price)

| Item No. | Description                     | Unit | Quantity Estimated | Hoerr Construction, Inc. |               | Insituform Technologies USA, Inc. |               | Kenny Construction |               |
|----------|---------------------------------|------|--------------------|--------------------------|---------------|-----------------------------------|---------------|--------------------|---------------|
|          |                                 |      |                    | Unit Price               | Extension     | Unit Price                        | Extension     | Unit Price         | Extension     |
| 1        | Cured-In-Place Pipe Lining, 57" | LF   | 266                | \$ 517.00                | \$ 137,522.00 | \$ 405.00                         | \$ 107,730.00 | \$ 785.00          | \$ 208,810.00 |
| 2        | Cured-In-Place Pipe Lining, 60" | LF   | 160                | \$ 445.00                | \$ 71,200.00  | \$ 405.00                         | \$ 64,800.00  | \$ 800.00          | \$ 128,000.00 |
| 3        | Service Lateral Reinstatement   | EA   | 8                  | \$ 300.00                | \$ 2,400.00   | \$ 250.00                         | \$ 2,000.00   | \$ 350.00          | \$ 2,800.00   |
| 4        | Manhole Reinstatement           | EA   | 1                  | \$ 2,500.00              | \$ 2,500.00   | \$ 250.00                         | \$ 250.00     | \$ 3,000.00        | \$ 3,000.00   |
| 5        | Bypass Pumping                  | LS   | 1                  | \$ 9,700.00              | \$ 9,700.00   | \$ 3,425.00                       | \$ 3,425.00   | \$ 40,000.00       | \$ 40,000.00  |
| 6        | Traffic Control Complete        | LS   | 1                  | \$ 1,000.00              | \$ 1,000.00   | \$ 335.00                         | \$ 335.00     | \$ 4,000.00        | \$ 4,000.00   |
| TOTAL    |                                 |      |                    |                          | \$ 224,322.00 |                                   | \$ 178,540.00 |                    | \$ 386,610.00 |



## REQUEST FOR COUNCIL ACTION

**To: Mayor and Council**

**CC: City Clerk & City Manager**

**From: Joseph W. Wuellner, Public Works Director**

**AGENDA ITEM: Approve Participation Agreement for the Rehabilitation East Portion of the General Aviation Ramp at the Pekin Airport**

**AGENDA DATE REQUESTED: June 13, 2011**

**ACTION REQUESTED: Approve the Participation Agreement for the work to be done at the Pekin Airport on the east portion rehabilitation of the general aviation ramp with the Illinois Department of Transportation, Division of Aeronautics.**

**DESCRIPTION:** The City receives annual funding from the FAA for work at the Pekin Airport to take care of the airfield related items. The project this year is the rehabilitation of the east portion of the general aviation ramp. Funding is divided with the FAA providing 95% and the State and City 2.5% each. Our share for this project is \$11,212 which was budgeted. We are however awaiting confirmation that a refund is coming for purchase of property several years ago and that this refund will cover most if not all of this cost.

**FINANCIAL IMPACT: \$11,212 of the \$15,000 budgeted for this work**

**NEIGHBORHOOD CONCERNS: None**

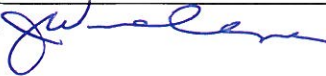
**IMPACT IF APPROVED: Project will move forward and the contractor will be able to start in a few months**

**IMPACT IF DENIED: Project will be put on hold**

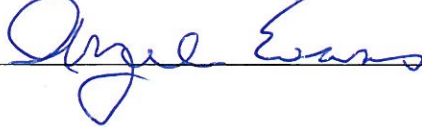
**ALTERNATIVES: None**

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

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

**REQUIRED SIGNATURES****Department Director:** 

Date: 5/27/11

**Finance Department** (Certification of Availability of Funds):Date: 5-31-11 **Corporation Counsel:**

Date:

**City Manager:**

Date:



# Illinois Department of Transportation

Division of Aeronautics

1 Langhorne Bond Drive / Springfield, Illinois / 62707-8415

May 12, 2011

Mr. Robert Ehrich  
Chairman  
Airport Commission  
13906 Airport  
Pekin, Illinois 61554-8400

Re: Pekin Municipal Airport  
Illinois Project: C15-4074  
AIP Project: 3-17-0078-B12  
April 29, 2011 Letting

Dear Mr. Ehrich:

Enclosed for execution by the City are an original and two (2) copies of the Participation Agreement for the above referenced project. Please have all copies executed and returned to our office. The description of the project is as follows:

## **Rehabilitate East Portion of GA Ramp.**

*Bids were received for this project on April 29, 2011. In order for the Division to award this contract, please return a signed agreement to our office no later than June 13, 2011.*

*Please note the language change regarding consultant payments in the last paragraph on Page 3 of the Participation Agreement. Due to changes from the Illinois Office of the Comptroller, payments for consultant services will now be sent from the Comptroller to the City of Pekin, and in turn the city will send a check to their consultant. An Administrative Bulletin from the Division will be forthcoming, detailing more information regarding this process. If you have questions regarding these changes, please contact our Aviation Systems & Programs Section Chief, Mike Irwin at 217/785-5728 or Michael.P.Irwin@illinois.gov.*

After execution by the State, a fully executed copy will be returned for your files. If there are any questions, feel free to contact our office.

Sincerely,

A handwritten signature in black ink, appearing to read 'S. J. Long'.

Steven J. Long, P.E.  
Acting Chief Engineer

enclosure (3)  
c154074 trans1

State Block Grant Program  
Illinois Project C15-4074  
AIP Project 3-17-0078-B12

**PARTICIPATION AGREEMENT**  
**CFDA 20-106**

This Agreement made and entered into by and between the ILLINOIS DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the "Department"), for and on behalf of the State of Illinois, and the City of Pekin (hereinafter referred to as the "Municipality" even when there are more than one local sponsor).

**WITNESSETH:**

WHEREAS, the Department and the Municipality desire to sponsor a project for the further development of a public airport, known or to be designated as the Pekin Municipal Airport under Title 49, U.S.C., Subtitle VII, as amended (hereinafter referred to as "Act"); rules, regulations, and procedures promulgated pursuant thereto; the Illinois Aeronautics Act (620 ILCS 5); and the Intergovernmental Cooperation Act (5 ILCS 220). Project is more fully described in the Project Status Report, which is attached hereto as "Exhibit 1" and which is expressly incorporated by reference; and

WHEREAS, the Municipality has applied for State assistance in procuring State or federal funds and hereby designates the Department as required by the above legal authority to accomplish the Project described below; and

WHEREAS, when applicable, the Department has filed a preapplication for federal funds with the Federal Aviation Administration ("FAA") on behalf of the Municipality and has appropriated certain monies for the Project; and

WHEREAS, the Department, by this Agreement, does prescribe the respective responsibilities of the parties, with reference to each other, with reference the relationship of the parties to any agency or department of the federal government of the United States of America (hereinafter referred to as the "United States" or "federal"),

NOW, THEREFORE, for and in consideration of the benefits which will accrue to the parties hereto by virtue of completion of the Project, and the respective rights and obligations of the parties, IT IS MUTUALLY COVENANTED AND AGREED as follows:

## **DEFINITIONS**

A. The words "Airport" and "facility" as used herein mean the air navigation, take-off areas, landing areas, taxiways, and all similar areas of the Municipality's property used for the purpose of air transportation, including but not limited to all areas of the Municipality's property where improvements have been previously made and funded in whole or in part with funds provided by the Division or the FAA.

B. The words "Grant Offer" as used herein mean the notice of availability of funds from (when applicable) the FAA to be used in connection with the project, pursuant to any applicable rules and regulations of the FAA.

C. The word "Project" as used herein means this project which shall be identified as Illinois Project C15-4074, A.I.P. Project 3-17-0078-B12, and described as:

### **Rehabilitate East Portion of GA Ramp.**

D. The words "Project Completion Date" as used herein mean the date by which the Department certifies in writing to the Municipality all of the following: the Project has been completed; all contractor and material supplier releases have been obtained; and, record drawings have been submitted to and approved by the Department.

E. The words "Project Coordinator" as used herein mean an employee of the Department who shall be responsible for the overall coordination and accomplishment of the Project.

F. The words "Consulting Engineer" as used herein mean a person, firm, corporation or entity employed by the Municipality, by a contract approved by the Department or the FAA in connection with this Project, who is prequalified in accordance with the Department's procedures and whose resident or project engineer(s) assigned to the Project are registered in the State of Illinois.

G. The word "Grant" as used herein shall mean those funds from (where applicable) the FAA to be used in connection with the Project, pursuant to the terms of a Grant Offer and Grant Agreement.

H. The word "Contractor" as used herein shall mean a person, firm, corporation, or entity employed by the Municipality, by a contract approved by the Department or the FAA, to complete this Project.

## **RECEIPT AND DISBURSEMENT OF FUNDS**

1. Prior to the Project Completion Date, the Department shall insure that all aspects of the federal Grant and this Project are done in compliance with all applicable state and/or federal



requirements. The Municipality shall provide such assistance as reasonably requested by the Department to enable the Department to perform its obligations herein.

2. The Department shall accept and disburse all federal, State, and municipal funds, as applicable under this grant, used or to be used in payment of the costs of said Project or in reimbursement to either of the parties hereto for costs previously incurred.

Funds from the United States or the State of Illinois have been or will be tendered in connection with this Project. It is estimated that the total Project costs will be approximately \$448,500.00.

|             |                     |
|-------------|---------------------|
| 95% Federal | <u>\$426,076.00</u> |
| 2.5% State  | <u>\$11,212.00</u>  |
| 2.5% Local  | <u>\$11,212.00</u>  |

All Parties specifically agree that they shall pay the above defined percentages of all project costs. In addition, the Municipality shall pay such additional project costs which exceed the sum of the Department's funds and the Federal funds, as are herein committed for this Project. In the event State funds are not released, the Municipality specifically guarantees to pay the State and Local costs as itemized above, including any amounts which exceed the totals listed.

The Department hereby agrees to participate as stated above to the extent allowed under Sections 34 and 34a of the Illinois Aeronautics Act (620 ILCS 5/34 & 34a). Subject to the approval of the Governor, the Department will participate to the extent of the aforesaid appropriate percentages in overruns and contingencies approved by the Department.

The Department will also participate, in an appropriate percentage to be determined by the Department, in additive change orders and contingencies approved by the Department. It is further agreed that the Municipality will reimburse the Department for any payment or payments made hereunder by the Department which are in excess of the Department's percentage of financial participation as heretofore stated or in excess of the Department's agreed total participation. If additional payments are made pursuant to a Court of Claims award, then Municipality agrees to reimburse the Department for such additional payment or to pay the balance when the United States furnishes funds to pay a portion of any such award.

Payments to the Contractor or Consulting Engineer shall be made either by the Department or Municipality in accordance with the provisions and requirements of the contract entered into by the Contractor or Consulting Engineer for this project. Whenever such payments are made directly to the Sponsor, the sponsor must pay the consultant within 5 business days upon receipt of said payment. If the sponsor fails to pay the consultant as directed herein, such payment must be returned to the Department, unless an extension or other arrangement is approved, in writing, by the Department.

3. Any payment to Municipality made by a surety pursuant to a bid bond, performance bond, or payment bond for this Project shall be held by Municipality solely for the purpose of reducing what Municipality, Department, and/or FAA would otherwise have to pay for the Project. The pro rata shares of the amount received under bond credited to Municipality, Department, and/or FAA shall be the same as the ratio between what Municipality, Department, and/or FAA are obligated to pay under item #2 above. If a share exceeds what a party is obligated to pay, the surplus shall go to the Federal/Local Fund Account to be used for other airport improvement projects.

4. By executing this Agreement, the Municipality certifies, and shall furnish proof to the Department upon request, that it has sufficient funds to meet its share of the costs as heretofore stated. The Municipality hereby grants to the Department the right to audit any books and records of the Municipality to verify said funds. The Municipality's financial obligation is payable in part or in full to the State Treasurer as requested by the Department. Should the Municipality fail to pay said obligation within 30 days of written request by the Department, the Department may exercise its rights under Paragraph 7 hereof.

5. Following the Project Completion Date and the Department's financial closure of the project, the Department shall credit or reimburse to the Municipality any excess funds provided by the Municipality.

#### **RIGHTS AND OBLIGATIONS OF THE DEPARTMENT**

6. Prior to the Project Completion Date, the Department shall have complete charge of and authority over the Project for all purposes including but not limited to the following actions:

- a. to participate and assist the Municipality in preparing the grant application for this project;
- b. to accept and deposit with the State Treasurer any and all Project funds granted, allowed, and paid or made available as required under this Project by (1) the United States under the Act and congressional appropriation made pursuant thereto, (2) the Municipality, and (3) the State of Illinois;
- c. to let and enter into contracts for the completion of the Project;
- d. to coordinate pre-construction conferences and issue orders as it deems appropriate regarding construction progress, including, but not limited to, Notices to Proceed, Stop Work Orders, and Change Orders;
- e. to monitor the progress and performance of the Project work through the Project Coordinator and the Consulting Engineer;
- f. to receive, review, approve, and pay invoices and payment requests for services and materials supplied in accordance with all approved contracts;

- g. to coordinate and conduct semi-final and final inspections;
- h. to obtain contractor and material supplier releases in accordance with State law;
- i. to review and approve record drawings and to provide copies to the Municipality and the FAA;
- j. to perform an audit if required by Federal regulations and procure and forward to the FAA such specific project documentation as is necessary to complete all aspects of the Project;
- k. to reimburse to the Municipality, from federal or State Project funds, where the Municipality has contributed more than its share of reasonable land acquisition costs, the excess portion of costs so incurred by the Municipality. This provision shall apply only to land acquired for airport purposes and only upon proof that clear title to said land is vested in the Municipality. These costs include purchase price, relocation costs, legal fees, title costs, and other costs incidental to acquisition of the said land, excluding administrative costs of the Municipality;
- l. to reimburse the Municipality, from federal or State Project funds, the portion of reasonable and eligible project costs incurred by the Municipality that are in excess of the Municipality's proportionate share of the completed Project; and
- m. to the extent the Department deems it appropriate, keep and maintain all construction progress reports, material reports, material certifications, and similar documents, such that the Department shall be recognized as the "single audit source" by the FAA.

7. In the event the Municipality breaches this Agreement in any way whatsoever, the Department shall have any or all of the following non-exclusive remedies available to it:

- a. the right to seek specific performance;
- b. the right to refuse to provide State assistance for future aviation programs and to terminate any current State assistance;
- c. the right to seek reimbursement of all State or federal funds provided for the Project; and
- d. any other remedy available at law or in equity.

8. In addition to the remedies set forth in paragraph 6 above;

- a. in the event the Municipality undertakes any significant action before or after the Project Completion date to abandon or substantially diminish the aviation resources of

the Airport, the Department shall have the right to assume control and operation of the Airport (or fails to act in a way which has the same effect) for the useful life of the Airport or 20 years from the execution date of this Agreement, whichever is later, which right the Department may assign to any public agency as defined in the Act.

b. Prior to invoking the remedy set forth in subparagraph (a) above, the Department shall first: (i) provide written notice to the Municipality and inform the Municipality of those actions or failures to act which the Department considers to be an abandonment or substantial diminishment of the aviation resources; and (ii) the Department shall provide a reasonable period of time for the Municipality to take corrective action to the satisfaction of the Department.

## **RIGHTS AND OBLIGATIONS OF THE MUNICIPALITY**

9. Prior to the Project Completion Date, the Municipality shall:

a. execute on its own behalf, when applicable, the Application for Federal Assistance made or to be made to the FAA, the acceptance of such Grant Offer as shall be tendered by the United States through the FAA, and any and all amendments to such grant agreement. The Department after approval thereof shall submit this Participation Agreement to the FAA when applicable.

b. employ a Consulting Engineer who is qualified to provide:

1. qualified resident or project engineer(s), registered in the State of Illinois and approved by the Department;
2. materials testing technician(s) approved by the Department;
3. any project reports required by the Department or the FAA; and
4. compliance with Disadvantaged Business Enterprise goals for the Project.

Further, for each phase of Project work which is covered by separate contract, the Consulting Engineer shall render to the Department, through the Project Coordinator, both a semifinal and final inspection report. The final inspection report(s) shall certify to the Department and to the Municipality that the work involved has been fully completed in accordance with the plans, specifications and contract(s), including modifications or supplements by the Department or the FAA through an approved change order, supplementary contract, or otherwise. The final inspection report(s) shall also certify that the work is acceptable to the Consulting Engineer.

Further, during the construction of the Project and prior to the Project Completion Date, the Consulting Engineer shall report directly to the Project Coordinator and may receive from the Project Coordinator such delegations of authority as the Project Coordinator

believes to be reasonably appropriate to act and approve routine items on behalf of the Project Coordinator and the Department.

c. obtain for the benefit of the Department all federal, State, and local permits as may be necessary to complete the Project.

10. The Municipality shall agree that it will strictly comply with all State or Federal laws, rules, regulations, Program Guidance Letters, Assurances and Covenants which are relevant to this Project, including, but not limited to, those stated in or incorporated by reference in the federal Grant Agreement during construction of the Project.

11. After the Project Completion Date, the Municipality agrees that:

a. the airport which is the subject of this Agreement will be owned or effectively controlled, operated, repaired and maintained adequately during its full useful life, or a period of 20 years, whichever is longer, for the rightful, fair, equal, and uniform use and benefit of the public; and

b. it will comply with all applicable State and Federal laws, rules, regulations, procedures, covenants and assurances required by the State of Illinois or the FAA in connection with any fundstendered under the Act in the operation of the airport; and

c. it will file with the Department and the FAA such reports as may be requested concerning the use, maintenance, and operation of the Airport.

12. The Municipality agrees to keep complete and adequate books and records in accordance with standard accounting procedures prescribed by the Department or the FAA relating to the Project described in this Agreement. All books and records of the Municipality shall be open to inspection and examination by the Department or the FAA at any reasonable time.

a. Municipality shall keep project accounts and records which fully disclose the amounts and disposition of the proceeds of the grant, received by the Municipality.

b. If the Municipality receives proceeds of \$500,000.00 or more during its fiscal year in federal financial assistance from any source and the project is locally let, it shall have an audit made in accordance with the Single Audit Act Amendments of 1996 (31 USC Chapter 75) and OMB Circular A-133.

c. The Department reserves the right for its auditors to review and audit any and all records relating to projects funded by the Department or the FAA at the Municipality's office or location. Such audits can be used to expand on the audit work already performed by the independent auditor. These audits can also be made based on special requests from Department officials.

13. No leases will be entered into by the Municipality which grant exclusive use rights to any grantee for any facilities which are the subject of this Project.

14. The Municipality agrees not to dispose of airport land, purchased either wholly or partially by State funds, by sale or lease without the consent of the Department. In the event such consent is obtained, the Municipality further agrees to utilize for airport development the State's share of the acquisition cost or the fair market value of the land at the time of the sale, whichever is greater, based upon the percent of participation by the State in the original purchase. The proceeds from the sale of airport land which has had State participation shall be reserved and expended on items of work which would be normally eligible for State participation. Toward this end, the Municipality shall include a provision in each instrument recorded for every interest in land acquired or for which reimbursement is made under this Agreement which reads as follows:

The property interest of the Municipality in this real estate cannot be transferred without the written approval of the Illinois Department of Transportation, Division of Aeronautics. Further, in the event any such interest is no longer used for an approved airport purpose without the written approval of the Department that interest shall revert to a public airport entity appointed by the Department.

15. The Municipality covenants to zone (within its powers to do so) the Airport and its environs for compatible land uses. The Municipality shall adopt airport hazard zoning regulations or shall request the Department to adopt airport hazard zoning under Section 17 of the Airport Zoning Act, (620 ILCS 25/17).

16. Land acquired or for which reimbursement is made under this Agreement which is farmed shall conform to the Department's guidelines for the development of a farming plan and shall comply with the erosion sediment control program and standards as developed by the Illinois Department of Agriculture or pertinent standards promulgated by a soil and water conservation district pursuant to Sections 36 and 38 of the Illinois Soil and Water Conservation District Act (70 ILCS 405/36 & 38).

17. The Municipality hereby certifies to the Department that it will have acquired, in its name prior to construction, clear title in fee simple to all real estate upon which construction work is to be performed and a sufficient interest (by easement or otherwise) in any other real estate which may be affected by the construction process.

18. All commitments by the Municipality hereunder are subject to constitutional and statutory limitations and restrictions binding upon it.



## **MISCELLANEOUS PROVISIONS**

19. This agreement is entered into pursuant to the Illinois Aeronautics Act ("Act") and shall be subject to and construed in accordance with said statutes. In the event of a conflict between State and federal law, rule, regulation, etc., the federal provision shall control on federally-aided projects.

20. Any federal grant under this Agreement shall be valid for the useful life of the Project or for twenty (20) years, whichever is longer.

21. Obligations of the State will cease immediately without penalty or further payment being required in any fiscal year the Illinois General Assembly fails to appropriate or otherwise make available sufficient funds for this Agreement.

22. This Agreement constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to the Project and shall not be modified, amended, rescinded, or revoked unless both parties agree to such modification, amendment, rescission, or revocation in writing.

23. This Agreement is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.

24. The Municipality shall comply with all of the attached assurances, federal regulations, and laws, as shall apply to the Project, which are hereby incorporated into this Agreement by reference.

25. Notices, reports, or other communications required by or transmitted pursuant to this Agreement to the Department shall be directed to the attention of:

Director  
Division of Aeronautics  
Department of Transportation  
One Langhorne Bond Drive  
Springfield, Illinois 62707-8415

Notices, reports, or other communications required by or transmitted pursuant to this Agreement to the Municipality shall be directed to the attention of:

Mr. Robert Ehrich  
Chairman  
Airport Commission  
13906 Airport  
Pekin, Illinois 61554-8400

## **SPECIAL CONDITIONS**

26. The Municipality shall maintain, for a minimum of 5 years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts, receipts, and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General or the Illinois Department of Transportation; and the Municipality agrees to cooperate fully with any audit conducted by the Auditor General or the Illinois Department of Transportation and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the State for recovery of any funds paid by the State under the contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement."

27. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. Instructions for Certification - Primary Covered Transactions: (Applicable to all Federal-aid contracts: Title 2 CFR Part 1200). By signing this agreement, the Municipality is providing the certification set out below.

- a. The inability of the Municipality to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Municipality shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department's determination whether to enter into or continue with this transaction. However, failure of the Municipality to furnish a certification or an explanation shall disqualify it from participation in this transaction.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Municipality knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause of default.
- c. The Municipality shall provide immediate written notice to the Department if at any time it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.

e. The Municipality agrees by entering this agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.

f. The Municipality further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. The Municipality may rely upon a certification of a participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The Municipality may decide the method and frequency by which it determines the eligibility of its principals. The Municipality may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded from Federal Procurement or Nonprocurements Programs" (Nonprocurement List) which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records by this clause. The knowledge and information of the Municipality is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph (f) of these instructions, if the Municipality knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

28. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions. The Municipality certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;

b. Have not within a 3-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
- d. Have not within a 3-year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the Municipality is unable to certify to any of the statements in this certification, it shall attach an explanation to this agreement.

29. Instructions for Certification – Lower Tier Covered Transactions: (Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more: Title 2 CFR Part 1200). By signing and submitting this agreement, the lower tier is providing the certification set out below.

- a. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.
- b. The lower tier participant shall provide immediate written notice to the Department if at any time the lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- c. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “primary covered transaction,” “participant,” “person,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Department Coverage sections of rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
- d. The lower tier participant agrees by entering into this agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.
- e. The lower tier participant further agrees by entering this agreement that it will include this clause titled, “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- f. A participant in a covered transaction may rely upon a certification of a participant in a lower tier covered transaction that is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction; unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility

of its principals. Each participant may, but is not required to, check the Nonprocurement List which is compiled by the General Services Administration.

g. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.

h. Except for transactions authorized under paragraph (e) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

30. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions:

a. The lower tier participant certifies, by submission of this agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

b. Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this agreement.

30. The Municipality certifies that its' Legal Status and Employee Identification Number are as provided below:

F.E.I.N. Number                      37-6002169

Legal Status:

- |                                                                                                          |                                                                    |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|
| <input type="checkbox"/> Individual                                                                      | <input checked="" type="checkbox"/> Governmental                   |
| <input type="checkbox"/> Sole Proprietorship                                                             | <input type="checkbox"/> Nonresident Alien                         |
| <input type="checkbox"/> Partnership/Legal Corporation                                                   | <input type="checkbox"/> Estate or Trust                           |
| <input type="checkbox"/> Tax-Exempt                                                                      | <input type="checkbox"/> Pharmacy (non-corporate)                  |
| <input type="checkbox"/> Corporation providing or billing<br>Medical and /or health care services        | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery<br>(Corp.) |
| <input type="checkbox"/> Corporation NOT providing or<br>Billing medical and /or health care<br>Services | <input type="checkbox"/> Other                                     |

31. The Municipality further certifies, in accordance with Public Act 95-971, as applicable:

- ☒ The Municipality is not required to register as a business entity with the State Board of Elections.

or

- ☐ The Municipality has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration as required by the Act. A copy of the certificate of registration is attached.

The Municipality acknowledges that the State may declare this Agreement void without any additional compensation due to the Municipality if the foregoing certification is false or if the Municipality (or any of its Affiliated Persons or Entities) engages in conduct that violates Public Act 95-0971 or Executive Order 3 (2008).



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and their respective seals affixed as of the dates respectively hereafter set forth.

This Agreement will expire five years from the execution date.

City of Pekin  
a Municipal Corporation

Attest:

By: \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Printed or Typed Name

Date: \_\_\_\_\_

(SEAL)

By: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Printed or Typed Name

Date: \_\_\_\_\_

DIVISION OF AERONAUTICS

By: \_\_\_\_\_  
Susan R. Shea  
Director of Aeronautics

Date: \_\_\_\_\_

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Office of Planning/Programming  
Charles J. Ingersoll, Director

Date: \_\_\_\_\_

\_\_\_\_\_  
Chief Legal Counsel  
Ellen Schanzle-Haskins

Date: \_\_\_\_\_

\_\_\_\_\_  
Office of Finance and Administration  
Matthew R. Hughes, Director

Date: \_\_\_\_\_

\_\_\_\_\_  
Gary Hannig  
Secretary of Transportation

Date: \_\_\_\_\_

**Line Item Status**

| <u>Num</u>                    | <u>Description</u>                                  | <u>Total</u> | <u>Federal</u> | <u>State</u> | <u>Local</u> | <u>Pd to Date</u> | <u>Balance</u> |
|-------------------------------|-----------------------------------------------------|--------------|----------------|--------------|--------------|-------------------|----------------|
| 5                             | Special Services - Land - Pekin City of*            | 14,100.00    | 13,395.00      | 352.50       | 352.50       | 0.00              | 14,100.00      |
|                               | Land Acq.                                           |              |                |              |              |                   |                |
| 1                             | Construction - RA Cullinan                          | 346,290.59   | 328,976.07     | 8,657.26     | 8,657.26     | 0.00              | 346,290.59     |
|                               | As Bid                                              |              |                |              |              |                   |                |
| 2                             | Eng. Design - Costs Incurred - Pekin City of*       | 35,700.00    | 33,915.00      | 892.50       | 892.50       | 0.00              | 35,700.00      |
|                               | CMT - Lump Sum                                      |              |                |              |              |                   |                |
| 3                             | Eng. Construction - Costs Incurred - Pekin City of* | 38,750.00    | 36,812.50      | 968.75       | 968.75       | 0.00              | 38,750.00      |
|                               | CMT - Cost Plus                                     |              |                |              |              |                   |                |
| 4                             | Special Services-Costs Incurred - Pekin City of*    | 2,120.00     | 2,014.00       | 53.00        | 53.00        | 0.00              | 2,120.00       |
|                               | CMT (CatEx)                                         |              |                |              |              |                   |                |
| TOTAL ELIGIBLE COSTS          |                                                     | 436,960.59   | 415,112.57     | 10,924.01    | 10,924.01    | 0.00              | 436,960.59     |
| Reserves (+) / shortfalls (-) |                                                     | 11,539.41    | 10,963.43      | 287.99       | 287.99       | 0.00              | 11,539.41      |
| TOTAL APPROVED FUNDING        |                                                     | 448,500.00   | 426,076.00     | 11,212.00    | 11,212.00    | 0.00              | 448,500.00     |

**Funding Summary**

| <u>Amend Num</u> | <u>Description</u> | <u>Total</u> | <u>Federal</u> | <u>State</u> | <u>Local</u> |
|------------------|--------------------|--------------|----------------|--------------|--------------|
|                  | Agency agreement   | 448,500.00   | 426,076.00     | 11,212.00    | 11,212.00    |

Federal Num: 3-17-SBGP-88, 3-17-SBGP-94

Airport: PEKIN MUNICIPAL AIRPORT

Description: Rehabilitate & Mark East Portion of GA Ramp

Project Status Report

Fed Status: Pending

State Status: Pending

|                                       |            |            |           |           |
|---------------------------------------|------------|------------|-----------|-----------|
| TOTAL APPROVED FUNDING                | 448,500.00 | 426,076.00 | 11,212.00 | 11,212.00 |
| Program budget (for information only) | 434,700.00 | 412,965.00 | 10,867.00 | 10,868.00 |



## REQUEST FOR COUNCIL ACTION

**To: Mayor and Council**

**CC: City Clerk & City Manager**

**From: Joseph W. Wuellner, Public Works Director**

**AGENDA ITEM: Intergovernmental Agreement with Tazewell County for Orthophotography**

**AGENDA DATE REQUESTED: June 13, 2011**

**ACTION REQUESTED: Approve the intergovernmental agreement with Tazewell County to receive updated orthophotographic pictures of the City.**

**DESCRIPTION:** The City implemented a Geographic Information System (GIS) in 1999 with the intention to update the orthophotographic imagery every 4 to 5 years. Over this period, the photography methods improved and the pictures have gotten markedly better in quality. We have been able to stay on schedule with the updates with the last being in 2008. This year Tazewell County, in conjunction with Woodford County, had the area photographed and will share the pictures for the City for a fee of \$5,834.00. Our next scheduled update would be next year but this is an opportunity to get an update for about 1/4 of what we would spend to get just the City. By doing this, we would not need to update our program picture files until 2015 or 2016 and save over \$20,000 in the process.

**FINANCIAL IMPACT: \$5,834 with \$12,000 in the budget for this**

**NEIGHBORHOOD CONCERNS: we will be able to provide clearer maps**

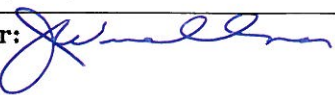
**IMPACT IF APPROVED: provides an update to the system at a greatly reduced cost**

**IMPACT IF DENIED: will wait until next year and hope we can get someone to tag along to help reduce the price**

**ALTERNATIVES: 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.]**

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

|                                                                     |                                                                                           |
|---------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| <b>REQUIRED SIGNATURES</b>                                          |                                                                                           |
| <b>Department Director:</b>                                         |          |
| Date:                                                               | 5/27/11                                                                                   |
| <b>Finance Department</b> (Certification of Availability of Funds): |                                                                                           |
| Date:                                                               | 5-31-11  |
| <b>Corporation Counsel:</b>                                         |                                                                                           |
| Date:                                                               |                                                                                           |
| <b>City Manager:</b>                                                |                                                                                           |
| Date:                                                               |                                                                                           |

**INTERGOVERNMENTAL COOPERATION AGREEMENT  
BETWEEN THE COUNTY OF TAZEWELL, STATE OF ILLINOIS  
AND THE CITY OF PEKIN, ILLINOIS**

**WHEREAS**, the County of Tazewell, State of Illinois, hereafter County, is a body politic and corporate organized under the laws of the State of Illinois; and

**WHEREAS**, the City of Pekin, Illinois, hereafter City, is municipal corporation organized under the laws of the State of Illinois; and

**WHEREAS**, the city and county mutually desire to upgrade digital orthophotography; and

**WHEREAS**, the Illinois Department of Transportation and the U.S. Geological Survey have formed a partnership to complete orthophotography for the entire state; and

**WHEREAS**, the Illinois Department of Transportation and U.S. Geological Survey have extended an offer to the municipalities in the state to join in the state-wide flight and upgrade the orthophotography in Tazewell and Woodford Counties to a 6 inch resolution for an estimated cost of \$126,591 (not to exceed), which includes a Participant Fee and Quality assurance Fee; and

**WHEREAS**, Tazewell and Woodford Counties have an agreement to partner in this statewide orthophotography to reduce costs associated with the Participant Fee; and

**WHEREAS**, Tazewell and Woodford Counties have an agreement with Tri-county Regional Planning Commission to be the coordinator of this partnership with IDOT and USGS to ensure quality control; and

**WHEREAS**, the County's share of the six (6) inch color digital orthophotography is \$97,925.00 and

**WHEREAS**, the Intergovernmental Cooperation Act of the State of Illinois authorizes the County and the City to enter into Intergovernmental Agreements; and

**WHEREAS**, the County will be partnering with various municipalities to share in the cost of the digital orthophotography; and

**WHEREAS**, the City has agreed to partner with the County in the statewide orthophotography to reduce costs; and

**WHEREAS**, of the \$97,925.00 the City has agreed to contribute their share of the cost totaling \$5,834.00 to be paid to the County upon project completion and at the time of delivery; and



**NOW THEREFORE BE IT RESOLVED**, in consideration of the mutual promises contained in this agreement the County of Tazewell, State of Illinois, and the City of Pekin, Illinois, agree as follows:

1. That the foregoing is true, accurate and factual
2. That should any the forgoing be found to be false, inaccurate or not factual, such finding shall have no bearing on this agreement and this agreement shall remain in full force and effect.
3. That the City shall reimburse the County for the City's pro-rata share of the color digital orthophotography based on project square miles of 27 at a cost of \$168.55 per square mile, pro-rata share of the Participant fee and pro-rata share of the quality assurance fee in the total amount of \$5,834.00 upon delivery.
4. That the County shall ensure/provide, with the assistance of Tri-County Regional Planning Commission, for the delivery of the color digital orthophotography via a portable hard drive, DVD, or other mutually agreed upon media.
5. That the County and City have agreed that should the City want a copy of the digital orthophotography for the entire County the County and City shall enter into a Data Sharing Agreement.

**THIS AGREEMENT**, approved by the County Board of Tazewell County, Illinois at their regularly scheduled board meeting on this \_\_\_\_\_ day of \_\_\_\_\_, 2011, with

Ayes, \_\_\_\_\_ Nays, \_\_\_\_\_ Absent, \_\_\_\_\_ Abstain, \_\_\_\_\_ Present

**COUNTY OF TAZEWEILL, ILLINOIS**

\_\_\_\_\_  
David Zimmerman, Board Chairman

**ATTEST:**

\_\_\_\_\_  
Christy Webb, County Clerk  
Tazewell County

THIS AGREEMENT approved by the City Council of the City of Pekin, Illinois at their regularly scheduled council meeting on this \_\_\_\_\_ day of \_\_\_\_\_, 2011, with

Ayes, \_\_\_\_\_ Nays, \_\_\_\_\_ Absent, \_\_\_\_\_ Abstain, \_\_\_\_\_ Present

**CITY OF PEKIN, ILLINOIS**

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
City Clerk  
City of Pekin



## **REQUEST FOR COUNCIL ACTION**

**To: Mayor and Council**

**CC: City Clerk & City Manager**

**From: Joseph W. Wuellner, Public Works Director**

**AGENDA ITEM: Award Sanitary Sewer Liner Installation on N. 2<sup>nd</sup> at State**

**AGENDA DATE REQUESTED: June 13, 2011**

**ACTION REQUESTED: Award the contract to install a liner in the sanitary sewer line on N. 2<sup>nd</sup> Street from Henrietta to the State Street lift station to Insituform Technologies USA in the amount of \$178,540.00.**

**DESCRIPTION:** Over the past few years the sanitary sewer line in this location has been failing as evidenced by the settling of the street and one collapse on State Street. Temporary repairs have been done to try and prolong the life but the condition has gotten to the point where the line needed to be replaced or lined. This is a major collector for the northwest section of town and replacing would be a costly and time consuming endeavor. It was decided to go with a liner similar to the one that was done on Court Street 10 years ago when it was in the same condition. Lining takes about a day to install which means that line would be out of service for a very short period of time compared to replacement. This fact is crucial as this is a combination sewer line and any rain event during the time to do a replacement would cause severe flooding. Funding at this amount was not in the budget but the work must be done before the line fails. The budget had a line item for a new screening system for State Street that we will postpone until next year so that with that amount and what was budgeted for repairs will cover the cost of this contract.

Insituform has numerous jobs of this nature and provides an excellent product. In reviewing the bids with Foth our engineers, they concur that the bid meets all of the requirements. I recommend that the contract be awarded to Insituform in the amount of \$178,540.00

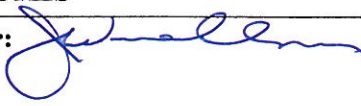
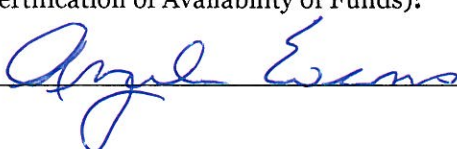
**FINANCIAL IMPACT: \$178,540 will come from the sewer fund.**

**NEIGHBORHOOD CONCERNS: Street failure and loss of sewer use.**

**IMPACT IF APPROVED: Line will be repaired and will continue to serve that area for many more years**

**IMPACT IF DENIED: Line will continue to deteriorate and potentially fail cutting off sanitary sewer flow of a large area of town and create a major flooding problem during rain events.**

**ALTERNATIVES: As stated, replacement or lining.**

|                                                                                                                                                              |                                                                                                                                     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| <b>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.]</b> |                                                                                                                                     |
|                                                                                                                                                              | <b>A Prosperous Community.</b> To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs. |
|                                                                                                                                                              | <b>A Safe Community.</b> To protect community life and property by providing effective, principled police and fire services.        |
| √                                                                                                                                                            | <b>A Strong Foundation.</b> To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.      |
|                                                                                                                                                              | <b>A High Quality of Life.</b> To support or provide services that improves the quality of life for Pekin's residents.              |
|                                                                                                                                                              | <b>An Effective Government.</b> To deliver effectively the services that Pekin's residents want, need, and are willing to support.  |
| <b>REQUIRED SIGNATURES</b>                                                                                                                                   |                                                                                                                                     |
| <b>Department Director:</b>                                                 |                                                                                                                                     |
| Date: 5/27/11                                                                                                                                                |                                                                                                                                     |
| <b>Finance Department (Certification of Availability of Funds):</b>                                                                                          |                                                                                                                                     |
| Date: 5-31-11                                                              |                                                                                                                                     |
| <b>Corporation Counsel:</b>                                                                                                                                  |                                                                                                                                     |
| Date:                                                                                                                                                        |                                                                                                                                     |
| <b>City Manager:</b>                                                                                                                                         |                                                                                                                                     |
| Date:                                                                                                                                                        |                                                                                                                                     |

## 2nd St and State Street Combined Sewer Rehabilitation

City of Pekin

Foth Project ID: 11P112.01

Date & Time: May 26, 2011 @ 10:00 AM

Location: Pekin City Hall

### BID OPENING

|                                    | Contractor                      |                                     |                            |                         |  |
|------------------------------------|---------------------------------|-------------------------------------|----------------------------|-------------------------|--|
|                                    | ✓<br>Hoerr<br>Construction, Inc | ✓<br>Insituform<br>Technologies USA | ✓<br>Kenny<br>Construction | Michels Pipe<br>Service |  |
| Attend mandatory Pre-Bid meeting   | ✓                               | ✓                                   | ✓                          | ✓                       |  |
| Addendum #1                        | ✓                               | ✓                                   | ✓                          |                         |  |
| Total Bid Price                    | \$224,322.00                    | \$178,540.00                        | \$386,410.00               |                         |  |
| Contractor Licenses No.            | ATT                             | ATT                                 | ATT                        |                         |  |
| Bid Form Signed                    | ✓                               | ✓                                   | ✓                          |                         |  |
| Unit Price Bid Schedule            | ✓                               | ✓                                   | ✓                          |                         |  |
| Bid Security (Check/Bond) 5%       | ✓                               | ✓                                   | ✓                          |                         |  |
| Statement of Bidders Qualification | ✓                               | ✓                                   | ✓                          |                         |  |

**Standard Form of  
Bid Analysis  
Project I.D. 11P112.01**

WHEREAS City of Pekin, IL (hereinafter referred to as the OWNER) has received bids on the 26 day of May 2011 for 2<sup>nd</sup> Street and State Street Combined Sewer Rehabilitation (hereinafter referred to as the Project) and

WHEREAS Foth Infrastructure & Environment, LLC (hereinafter referred to as ENGINEER) has been retained by the OWNER to prepare bid tabulations, analyze bid results and consult with the OWNER on the award of contracts.

The ENGINEER hereby consults as follows:

1. Based upon ENGINEER's analysis of the bids received on the above PROJECT the responsive low bidder is:  
  
Insituform Technologies USA, Inc.  
  
Bid Amount: \$178,540.00
2. It is understood that by this analysis, that the ENGINEER does not guarantee the Contractor's performance which is covered by the Contractor's bond, but it is a statement by the ENGINEER that the ENGINEER has no information which would lead the ENGINEER to believe that the Contractor does not have the necessary equipment and personnel to complete the PROJECT in compliance with the drawings and specifications within reasonable tolerances generally accepted in the trade.
3. It is further understood that this analysis is not a representation that the ENGINEER has reviewed the proposal for possible legal irregularities which should be a function of the OWNER'S legal counsel, and at the option of the OWNER.
4. It is further understood that in the event that OWNER feels that the Contract should be awarded on some basis other than price, the OWNER should defer further action on this PROJECT until a thorough legal review can be made by OWNER'S legal counsel.

Foth Infrastructure & Environment, LLC

Submitted By: Andrea Klopfenstein  
Date: May 31, 2011

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SECTION 00 51 00

NOTICE OF AWARD

Date: June 13, 2011

Project: 2<sup>nd</sup> Street and State Street Combined Sewer Rehabilitation

Owner: City of Pekin, IL

Owner's Contract No.:

Engineer: Foth Infrastructure and Environment

Engineer's Project No.: 11P112.00

Bidder: Insituform Technologies USA, Inc

Bidder's Address: 17988 Edison Ave

Chesterfield, MO 63005

---

You are notified that your Bid dated May 26, 1011 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for 2nd Street and State Street Combined Sewer Rehabilitation, Pekin, IL.

The Contract Price of your Contract is One Hundred Seventy Eight Thousand, Five Hundred Forty and no/100 Dollars (\$178,540.00).

3 copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

2 sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within (15) days of the date you receive this Notice of Award.

1. Deliver to the Owner 3 fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security (Bonds) as specified in the Instructions to Bidders (Article 20) and General Conditions (Paragraph 5.01).
3. Deliver with the executed Contract Documents the Certificate of Insurance.
4. Other conditions precedent: N/A

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

\_\_\_\_\_  
City of Pekin  
Owner  
By: \_\_\_\_\_  
Authorized Signature  
\_\_\_\_\_  
Mayor  
\_\_\_\_\_  
Title

Copy to Engineer

---

EJCDC C-510 Notice of Award

Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Construction Specifications Institute.

GEV

NOTICE OF AWARD

00 51 00 - 1



# Legal Notices

To Get YOUR  
Journal Star  
Delivered DAILY,  
Call 685-3161

## Legal Notice

## Legal Notice

### ADVERTISEMENT AND INVITATION FOR BIDS

City of Pekin  
111 S. Capital Street  
Pekin, IL 61554  
Sealed bids for 2nd Street and State Street  
Sewer Rehabilitation will be received by  
the City of Pekin at 111 S. Capital Street,  
Pekin, IL 61554 until Tuesday May 26, 2011,  
at 10:00 a.m. local time, at which time and  
place bids will be publicly opened and read  
aloud.

The submitted Bids shall include the Work gen-  
erally stated in the following description of  
Work:

Furnish all labor, materials and equipment nec-  
essary for Cured-In-Place Pipe (CIPP) rehabili-  
tation of approximately 426 lineal feet of ex-  
isting 57-60" combined sewer lines on State  
Street and 2nd Street, remote to service later-  
als, bypass pumping, and traffic control.

The Bidding Documents, consisting of Adver-  
tisement for Bids, Instructions to Bidders,  
Bid Form, Bid Schedule, Bid Bond, Statement  
of Bidders Qualifications, Notice of Award,  
Standard Agreement Between Owner and  
Contractor, Notice to Proceed, Performance  
Bond, Payment Bond, Contractor's Applica-  
tion for Payment, Change Order, General  
Conditions of the Contract, Supplementary  
Conditions, Prevailing Wages, Drawings and  
Specifications, may be examined at the fol-  
lowing location(s):

City of Pekin  
Public Works Department  
111 S. Capital Street  
Pekin, IL 61554

Engineer  
Foth Infrastructure & Environment, LLC  
2314 West Altior Drive  
Peoria, IL 61615

A pre-bid conference will be held at 10:00  
a.m. local time on Tuesday May 10, 2011 at  
Pekin City Hall, 111 S. Capital Street, Pekin,  
IL 61554. Representatives of Owner and En-  
gineer will be present to discuss the Project.  
Bidders are required to attend and partici-  
pate in the conference.

A Bid shall be accompanied by Bid security  
made payable to Owner in an amount of 5%  
percent of Bidders maximum Bid price and  
in the form of a certified check or bank mon-  
ey order or a Bid bond on the form, included  
in the Bidding Documents, issued by a surety  
meeting the requirements of the General  
Conditions of the Contract.

The Work will be substantially completed with-  
in 30 days after the date when the Contract  
Times commence to run, and completed and  
ready for final payment within 45 days af-  
ter the date when the Contract Times com-  
mence to run.

Bids shall be submitted on a unit price basis for  
each item of Work listed and will be the basis  
for payment.

Successful Bidder will be required to sign the  
Agreement within 15 days after award,  
and furnish with the executed Agreement  
performance and payment bonds each in  
the sum of 100% of the Contract Price as  
awarded.

Statement of Bidders Qualifications forms  
will be issued with the Bid Documents. The  
Statement of Bidders Qualifications forms  
shall be completed and submitted with the  
bid. No bids will be accepted from any Bid-  
der who has not submitted a Statement of  
Bidders Qualifications. The Owner reserves  
the right to reject the Bid of any Bidder who  
has been determined to be unqualified.

The Owner reserves the right to reject any or  
all Bids, waive or not waive any informalities  
in the Bids received and to accept any pro-  
posal which is deemed most favorable to the  
interests of the Owner.

Bids may be held by the City for a period not  
to exceed sixty (60) days from the date of the  
opening of Bids for the purpose of review-  
ing the Bids and investigating the qualifi-  
cations of Bidders, prior to awarding of the  
Contract.

Other pertinent information applicable to the  
form of the bid, the manner of its submission  
and the documents which shall accompany it  
are included in the Bidding Documents, all of  
which are, by reference, incorporated herein  
and made a part hereof.

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

Each Bidder, including subcontractors and  
lower-tier subcontractors, shall ensure that  
all employees and applicants for employ-  
ment are not discriminated against because  
of race, color, sex or national origin.

Plans and Contract Documents will be avail-  
able for download from the internet in Port-  
able Document Format (PDF) at no charge.  
Sewer Videos will be available in digital for-  
mat (VOB or similar) for download from the  
internet at no charge. Sewer video DVDs may  
also be picked up at the engineer's office  
during regular business hours. Any Bidder or  
potential Bidder must first register with the  
Engineer by contacting Paula Schroeder at  
309-691-5300 or paula.schroeder@foth.com.

Upon successful registration, the Bidder or  
potential Bidder will receive an e-mail with  
specific information on how to obtain Plans,  
Contract Documents and Sewer Videos from  
the internet.

Any Bidder or potential Bidder who fails to  
register cannot be assured that they will  
receive any Addendum or Addenda to the  
Plans and Contract Documents. Failure to  
acknowledge receipt of any Addendum or  
Addenda on a Bid may result in the Bid be-  
ing rejected.

The City of Pekin is an  
equal opportunity employer.  
April 20, 2011  
Joseph Wuellner, Public Works Director

## ADVERTISEMENT AND INVITATION FOR BIDS

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

Sealed bids for 2<sup>nd</sup> Street and State Street Sewer Rehabilitation will be received by the City of Pekin at 111 S. Capital Street, Pekin IL 61554 until Thursday May 26, 2011, at 10:00 a.m., local time, at which time and place Bids will be publicly opened and read aloud.

The submitted Bids shall include the Work generally stated in the following description of Work:

Furnish all labor, materials and equipment necessary for Cured-In-Place Pipe (CIPP) rehabilitation of approximately 426 lineal feet of existing 57-60" combined sewer lines on State Street and 2<sup>nd</sup> Street, reinstate service laterals, bypass pumping, and traffic control.

The Bidding Documents, consisting of Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Schedule, Bid Bond, Statement of Bidders Qualifications, Notice of Award, Standard Agreement Between Owner and Contractor, Notice to Proceed, Performance Bond, Payment Bond, Contractor's Application for Payment, Change Order, General Conditions of the Contract, Supplementary Conditions, Prevailing Wages, Drawings and Specifications, may be examined at the following location(s):

City of Pekin  
Public Works Department  
111 S. Capital Street  
Pekin, IL 61554

Engineer  
Foth Infrastructure & Environment, LLC  
2314 West Altorfer Drive  
Peoria, IL 61615

A pre-Bid conference will be held at 10:00 a.m., local time on Tuesday May 10, 2011 at Pekin City Hall, 111 S. Capital Street, Pekin, IL 61554. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are required to attend and participate in the conference.

A Bid shall be accompanied by Bid security made payable to Owner in an amount of 5% percent of Bidder's maximum Bid price and in the form of a certified check or bank money order or a Bid bond on the form, included in the Bidding Documents, issued by a surety meeting the requirements of the General Conditions of the Contract.

The Work will be substantially completed within 30 days after the date when the Contract Times commence to run, and completed and ready for final payment within 45 days after the date when the Contract Times commence to run.

Bid shall be submitted on a unit price basis for each item of Work listed and will be the basis for payment.

Successful Bidder will be required to sign the Agreement within 15 days after award, and furnish with the executed Agreement performance and payment bonds each in the sum of 100% of the Contract Price as awarded.

Statement of Bidder's Qualifications forms will be issued with the Bid Documents. The Statement of Bidder's Qualifications forms shall be completed and submitted with the bid. No bids will be accepted from any Bidder who has not submitted a Statement of Bidder's Qualifications. The Owner reserves the right to reject the Bid of any Bidder who has been determined to be unqualified.

The Owner reserves the right to reject any or all Bids, waive or not waive any informalities in the Bids received and to accept any proposal which is deemed most favorable to the interests of the Owner.

Bids may be held by the City for a period not to exceed sixty (60) days from the date of the opening of Bids for the purpose of reviewing the Bids and investigating the qualifications of Bidders, prior to awarding of the Contract.

Other pertinent information applicable to the form of the bid, the manner of its submission, and the documents which shall accompany it are included in the Bidding Documents, all of which are, by reference, incorporated herein and made a part hereof.

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).

Each Bidder, including subcontractors and lower-tier subcontractors, shall ensure that all employees and applicants for employment are not discriminated against because of race, color, sex or national origin.

Plans and Contract Documents will be available for download from the internet in Portable Document Format (PDF) at no charge. Sewer Videos will be available in digital format (.VOB or similar) for download from the internet at no charge. Sewer video DVDs may also be picked up at the engineer's office during regular business hours. **Any Bidder or potential Bidder must first register with the Engineer by contacting Paula Schroeder at 309-691-5300 or [paula.schroeder@foth.com](mailto:paula.schroeder@foth.com).** Upon successful registration, the Bidder or potential Bidder will receive an e-mail with specific information on how to obtain Plans, Contract Documents and Sewer Videos from the internet.

Any Bidder or potential Bidder who fails to register cannot be assured that they will receive any Addendum or Addenda to the Plans and Contract Documents. Failure to acknowledge receipt of any Addendum or Addenda on a Bid may result in the Bid being rejected.

The City of Pekin is an equal opportunity employer.

April 20, 2011

Joseph Wuellner, Public Works Director

## SECTION 00 43 13

## BID BOND

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

BIDDER *(Name and Address):*

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

OWNER *(Name and Address):*

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

## BID

Bid Due Date: Thursday May 26, 2011

Description: 2<sup>nd</sup> Street and State Street Combined Sewer Rehabilitation, Pekin, IL.

## BOND

Bond Number:

Date *(Not earlier than Bid due date):*

Penal Sum

(Words)

\$

(Figures)

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

## BIDDER

## SURETY

Bidder's Name and Corporate Seal

(Seal)

Surety's Name and Corporate Seal

(Seal)

By:

Signature

By:

Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest:

Signature

Attest:

Signature

Title

Title

EJCDC C-430 Bid Bond (Penal Sum Form)

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GEV

BID BOND

00 43 13 - 1

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PENAL SUM FORM

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

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for

issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.





## REQUEST FOR COUNCIL ACTION

**To: Mayor and Council**

**CC: City Clerk & City Manager**

**From: Joseph W. Wuellner, Public Works Director**

**AGENDA ITEM: Award Contract for Engineering Support for the Sanitary Sewer Liner Installation on N. 2<sup>nd</sup> at State**

**AGENDA DATE REQUESTED: June 13, 2011**

**ACTION REQUESTED: Award the contract to provide engineering services for the oversight of the sanitary sewer liner on N. 2<sup>nd</sup> Street from Henrietta to the State Street lift station to Foth in the amount of \$17,500.00.**

**DESCRIPTION:** Due to the nature of this project and the specialized work involved with the installation of a liner this size, it is in our best interest to have the engineering firm that put the specifications together to oversee the work. I recommend that we accept the agreement with Foth to provide those services for \$17,500.

**FINANCIAL IMPACT: \$17,500 will come from the sewer fund.**

**NEIGHBORHOOD CONCERNS: N/A**

**IMPACT IF APPROVED: Liner installation oversight will be performed by the engineers that wrote the specifications and are familiar with this type of work.**

**IMPACT IF DENIED: Liner will be installed without proper oversight**

**ALTERNATIVES: None**

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

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

**REQUIRED SIGNATURES****Department Director:**

Date: 5/27/11

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

Date:

**Corporation Counsel:**

Date:

**City Manager:**

Date:





May 11, 2011

Joseph Wuellner, P.E.  
Public Works Director  
City of Pekin  
111 S. Capital Street  
Pekin, IL 61554

Dear Mr. Wuellner:

RE: State Street and 2<sup>nd</sup> Street Combined Sewer Rehabilitation Bidding and Construction

The enclosed Agreement for professional services for Bidding and Construction Services for the State Street and 2<sup>nd</sup> Street Combined Sewer Rehabilitation project includes advertising and bidding services, construction observation, review of project submittals, and project management and meetings for the installation of a cured in place pipe (CIPP) rehabilitation of the existing 57-inch and 60-inch combined sewer.

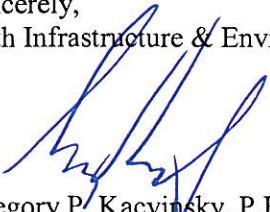
Foth proposes to perform the project using hourly rates with a total project cost estimate of \$17,500. The estimated breakdown of costs per phase is as follows (additional phase detail is provided in the enclosed Agreement):

|                                           |                 |
|-------------------------------------------|-----------------|
| Phase 1 – Advertising and Bidding         | \$5,400         |
| Phase 2 – Construction Observation        | \$4,700         |
| Phase 3 – Submittal Reviews               | \$3,700         |
| Phase 4 – Project Management and Meetings | \$3,700         |
| <b>Project Total</b>                      | <b>\$17,500</b> |

Upon Council approval, please have the authorized representatives sign both copies and return one copy for our file.

We appreciate the opportunity to assist the City of Pekin and to further demonstrate our ability to provide you with timely and efficient engineering consulting services. If you have questions regarding the proposal or agreement, please do not hesitate to contact us.

Sincerely,  
Foth Infrastructure & Environment, LLC

  
Gregory P. Kacvinsky, P.E.  
Senior Project Manager

  
Andrea M. Klopfenstein, P.E.  
Senior Engineer

# **AGREEMENT FOR PROFESSIONAL SERVICES**

*(BETWEEN CITY OF PEKIN AND FOTH INFRASTRUCTURE & ENVIRONMENT, LLC)*

THIS IS AN AGREEMENT made as of May 9, 2011 , between:

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

hereinafter referred to as "OWNER" and Foth Infrastructure & Environment, LLC a Wisconsin corporation with its principal place of business in Green Bay, Wisconsin, hereinafter referred to as "ENGINEER."

WHEREAS the OWNER intends to provide Bidding and Construction Services for the 2<sup>nd</sup> Street and State Street combined sewer lining project hereinafter referred to as "PROJECT," and

WHEREAS the ENGINEER has the necessary personnel and facilities to provide the professional service described and,

WHEREAS the ENGINEER desires to contract with the OWNER for the purpose of rendering professional services for the PROJECT.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, subject to the terms and conditions set forth below, on the reverse side, and/or attached hereof, the OWNER and the ENGINEER do hereby covenant and agree as follows:

## **PART I- SERVICES**

The following services will be provided under this Agreement:

*Project area: The construction of cured in place pipe (CIPP) rehabilitation of a 60-inch diameter brick sewer on 2<sup>nd</sup> and State Streets, limited to a 2-block section south of Henrietta and west of 2<sup>nd</sup>.*

- Task 1 –Advertise in Peoria Journal Star two times, solicit bids, set up electronic bidding process, and answer questions. Create and issue one (1) addendum if necessary. Review bids and contractor qualifications with the OWNER. Provide bid tab. Provide notice of award, agreement, and notice to proceed for signatures.
- Task 2 – Provide onsite construction observation. Assume construction will take approximately two (2) days. Review pre- and post-construction sewer videos for conformance to contract documents.
- Task 3 – Review contractor's shop drawings and other submittals with the OWNER. Process payment application, process up to one (1) change order, and provide a copy of record drawings.
- Task 4 – Provide project management services and attend the pre-bid meeting, the bid opening, the pre-construction meeting, and the final site walk though.

## ***OPTIONAL SERVICES***

The following is a list of services not covered under this Agreement. Should the OWNER wish to expand the scope to cover activities that may be related to the project but are not necessary under the base scope, the additional tasks, outlined below, can be performed on a Time & Materials basis, to be separately negotiated.

- 1.1. Additional design consideration for pre-rehab correction (such as grouting or pre-lining), necessary if there are active inflow/infiltration sources along the reach of proposed pipe rehabilitation.
- 1.2. Additional addenda, or change orders (beyond those defined in the scope)
- 1.3. Additional meetings or presentations (beyond those defined in the scope)
- 1.4. Structural design of replacement manhole(s), if necessary
- 1.5. Environmental investigation (i.e. Phase 1 ESAs)

## **PART II- COMPENSATION**

Whereas the OWNER has elected to compensate the ENGINEER for services on a Hourly Rate and Expenses Basis, such compensation shall include payment for labor, direct expenses, and other compensation as follows:

### **HOURLY LABOR RATES**

Hourly labor rates for services shall be as shown in Attachment A - Standard Hourly Rates incorporated into this agreement. The ENGINEER reserves the right to adjust the rate schedule shown in Attachment A on a yearly basis.

#### **Direct Expenses:**

Reimbursement of direct expenses incurred in connection with the PROJECT, including but not limited to the following:

- ♦ Reimbursable expenses +15% (e.g. long distance telephone, subsistence and lodging, commercial transportation, postage and shipping, expense of purchased services, lease of specialized equipment, etc.).
- ♦ Mileage at Foth Resource Charge Rates (such rate to be adjusted from time to time)
- ♦ Mileage for survey vehicles at Foth Resource Charge Rates (such rate to be adjusted from time to time).
- ♦ Fees paid for securing approval of authorities having jurisdiction over the PROJECT.
- ♦ Printing and reproduction.
- ♦ Equipment costs (e.g. computers, automated survey instruments, CADD equipment, etc.).
- ♦ The OWNER will reimburse the ENGINEER for taxes or levies (excluding Federal, State and Local income taxes) which may be assessed against the ENGINEER by the Federal Government or any State or political subdivision directly on services performed or on payments for services performed, by the ENGINEER and which taxes or levies the ENGINEER may be required to collect or pay.

Payments are due and payable thirty (30) days from the date of the ENGINEER's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of one percent (1%) per month from invoice date.

The estimate for engineering services under this agreement is \$17,500. If additional services (outside the scope of the Agreement) are requested by the OWNER, the ENGINEER will provide a written estimate of additional fees for OWNER review and approval prior to commencing additional work. Additional services will be billed on a Time & Materials basis using the Billing Rates outlined in Attachment A.

#### **Other Compensation:**

It is understood that when requested by the OWNER, the ENGINEER shall procure the services of independent inspection bureaus, laboratories, soil exploration firms, etc. However, this is for the convenience of the OWNER and the ENGINEER shall provide coordination only of these services at the labor rates determined

above. The ENGINEER shall pass the costs of the independent services directly to the OWNER for payment with a surcharge of 15% to cover the processing expenses of the ENGINEER.

Payments are due and payable thirty (30) days from the date of the ENGINEER's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of one percent (1%) per month from invoice date.

### **PART III- SPECIAL CONDITIONS**

The OWNER is responsible for the following information and activities:

- Provide a single contact for review, comment, and decision making on all issues related to the project.
- Attend pre-bid meeting, bid opening, and pre-construction meeting.
- Provide access to the site, manholes, etc.

### **PART III- TIMETABLE**

The PROJECT will be completed according to the following schedule, unless circumstances beyond the ENGINEER's control require modification of the schedule:

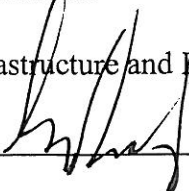
- Pre-bid meeting May 10, 2011
- Bid Opening May 26, 2011
- According to the construction documents, construction will be substantially complete within 30 calendar days and final payment ready within 45 calendar days after the contractor receives the Notice to Proceed.
- Record drawings will be provided within 30 days after construction has been completed.

Subject to the attached Standard Conditions of Agreement (Form RSK001, Rev. 10/97).

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and date first above written.

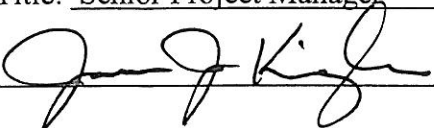
For ENGINEER:

Foth Infrastructure and Environment, LLC

By:  \_\_\_\_\_

Name (*Please print*): Gregory P. Kacvinsky

Title: Senior Project Manager

By:  \_\_\_\_\_

Name (*Please print*): Jay Keigher

Title: State Operating Unit Leader

For OWNER:

City of Pekin

By: \_\_\_\_\_

Name (*Please print*): \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name (*Please print*): \_\_\_\_\_

Title: \_\_\_\_\_

**Foth Infrastructure & Environment, LLC**  
**City of Pekin**  
**2011 Rate Schedule**  
**Attachment A**

| Classification        | Hourly Rate |
|-----------------------|-------------|
| Project Manager       | \$145.00    |
| Senior Engineer       | \$130.00    |
| Project Engineer      | \$110.00    |
| Professional Surveyor | \$110.00    |
| Staff Engineer        | \$85.00     |
| Principal             | \$155.00    |
| Senior Technician     | \$100.00    |
| Project Technician    | \$85.00     |
| Staff Technician      | \$75.00     |
| Survey Chief          | \$85.00     |
| Survey Assistant      | \$60.00     |
| Administrative        | \$80.00     |
| Clerical              | \$60.00     |

The cost of specific technical equipment and employee travel expenses are not included in the above hourly rates.



# STANDARD CONDITIONS OF AGREEMENT

## SECTION 1 DESCRIPTION OF SERVICES

### 1.1 General

1.1.1 ENGINEER agrees to provide professional services for the PROJECT as more completely described in this Agreement and in Addenda to this Agreement.

1.1.2 ENGINEER agrees to provide all professional services within a reasonable period of time following the date of authorization to proceed by OWNER. If a special time schedule must be met for a PROJECT, it shall be specifically set forth by Addenda to this Agreement.

### 1.2 Pertaining To The ENGINEER'S Services

1.2.1 ENGINEER agrees to perform all services in a thorough and professional manner and to hold OWNER harmless from any liens for materials and labor furnished by ENGINEER in connection with his work.

1.2.2 ENGINEER agrees to maintain insurance for public liability, property damage, workmans compensation, and errors and omissions for services performed by ENGINEER on PROJECT. The foregoing insurance shall cover ENGINEER only.

1.2.3 ENGINEER intends to render his services under this Agreement in accordance with generally accepted professional practices for the intended use of the PROJECT and makes no warranty either express or implied.

1.2.4 ENGINEER reserves the right to enter into agreements with other design professionals for portions of the work included under this Agreement. Where this subagreement would represent a major portion of the design work, ENGINEER shall receive approval of OWNER for this subagreement.

1.2.5 All documents including, but not limited to, drawings, specifications, electronic media, or other media furnished by ENGINEER pursuant to this Agreement, are the instruments of his services in respect to the PROJECT. The ENGINEER grants to the OWNER a nonexclusive license for OWNER'S use of the documents on the PROJECT. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the PROJECT or on any other project. Any reuse without the specific written verification or adaptation by ENGINEER will be at OWNER'S sole risk and without liability or legal exposure to ENGINEER from all claims, damages, losses and expenses, including attorneys fees, arising out of or resulting therefrom. Any such verification, adaptation or reuse will entitle ENGINEER to further compensation to be agreed on by OWNER and ENGINEER.

1.2.6 When electronic data is to be furnished as a part of this agreement and/or addendum, ENGINEER will not be held liable for the completeness or correctness of the electronic media after an acceptance period of 30 days from delivery date. Hard copies of documents control over any variances between electronic media and hard copy.

During the 30 day Acceptance Period, any errors detected or problems with the media used, will be corrected by the ENGINEER as part of the basic agreement. Any changes requested after the Acceptance Period or a request for additional restored electronic files from archives will be considered additional services to be performed on a time and materials basis at the ENGINEER's standard cost plus terms and conditions.

The ENGINEER makes no warranty as to the compatibility of data files beyond that specified in this Agreement.

The ENGINEER will take reasonable precautions to prevent the transmission of any virus, or other contamination with the exchange of electronic media, but the ENGINEER makes no assurances that those precautions are adequate to assure a contamination free transmission.

1.2.7 Whenever the OWNER elects to enter into any contract or agreement with any person or entity other than ENGINEER for the performance of services on the PROJECT, ENGINEER will not be responsible for the acts or omissions of said persons or entity at the site or otherwise performing such services. This includes those parties for whom the ENGINEER is

providing coordination. Neither the ENGINEER'S authority to act under the Contract Documents or under this Agreement nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to the above, or any of their agents or employees or any other person performing any services for the OWNER.

1.2.8 ENGINEER has not been retained or compensated to provide design and construction review services relating to safety precautions or to means, methods, techniques, sequences, or procedures, all as may be required for any person or entity other than the ENGINEER to perform their work, including but not limited to shoring, scaffolding, underpinning, temporary retention of excavations and any erection methods or temporary bracing methods.

1.2.9 ENGINEER in no way undertakes to be responsible for any personal injury or property damage occurring to any person or entity arising out of the construction or subsequent operation of this PROJECT by a person or entity unless same shall be found to be the result of a design error. In spite of this if any claims shall be brought against ENGINEER of that nature, OWNER agrees to defend, indemnify and hold harmless ENGINEER from all claims, damages and expenses including attorneys fees arising out of such claim, which claim, damages and expenses are the result or attributable to the acts or omissions in whole or in part of any person or entity other than ENGINEER.

1.2.10 Original documents, notes, and the like, except those furnished to ENGINEER by OWNER, represent the ENGINEER'S cumulative knowledge and are, and shall remain, the property of ENGINEER and shall not constitute the work product of this Agreement.

1.2.11 It is hereby acknowledged that the ENGINEER has procured a professional liability insurance policy to protect it from certain claims, as more fully described therein.

OWNER shall indemnify ENGINEER against and hold ENGINEER harmless from all claims, damages and expenses, including attorney's fees arising out of or resulting from any claim not covered by ENGINEER'S professional liability insurance policy, including such claims, damages and expenses which arise out of the acts or omissions of ENGINEER.

OWNER shall also indemnify ENGINEER against and hold ENGINEER harmless from all claims, damages and expenses, including attorney's fees which are beyond the liability limits of ENGINEER'S professional liability insurance policy, including such claims, damages and expenses which arise out of the act or omissions of ENGINEER.

Notwithstanding the above, ENGINEER and OWNER hereby acknowledge that ENGINEER'S professional liability insurance policy does not, nor does any other insurance policy reasonably obtainable by ENGINEER, protect ENGINEER from any claims, damages and expenses, including attorney's fees, arising out of or resulting from the ENGINEER'S acts or omissions relating to the investigation, deduction, abatement, materials or processes containing asbestos. Accordingly, OWNER agrees not to bring any claim whatsoever against ENGINEER, its principals, employees, agents and consultants if such work in any way involves the ENGINEER'S services for the investigation of or remedial work related to asbestos in the PROJECT. OWNER shall indemnify ENGINEER against and hold ENGINEER harmless from all claims, damages and expenses, including attorney's fees, arising out of or resulting from such acts or omissions.

### 1.3 Pertaining To The Owner

1.3.1 OWNER shall provide at OWNER'S expenses (unless ENGINEER has specifically included them in Addenda to this Agreement) and in such a manner that ENGINEER may rely upon them in the performance of his services under this Agreement, all criteria, design, and construction standards including full information as to OWNER'S requirements for the PROJECT, including all document specifications. Such information may include but not be limited to:

a. A complete survey of the PROJECT site which shall include but not be limited to easements, right-of-way, encroachments, zoning and deed restrictions, existing buildings and improvements

b. Soils data, laboratory tests, reports and inspections of samples, materials or other items, with appropriate professional interpretations

c. Legal, accounting, financial and insurance counseling services necessary for the PROJECT including legal review of the Construction Contract Documents

d. Permits and approvals from any authorities having jurisdiction over the PROJECT.

1.3.2 Designate a person authorized to act as OWNER'S representative. OWNER or his representative shall receive and examine documents submitted by ENGINEER and shall be empowered to interpret and define OWNER'S policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of ENGINEER'S services.

1.3.3 Guarantee full and free access for ENGINEER to enter upon all property required for the performance of ENGINEER'S services under this Agreement.

1.3.4 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any defect in the PROJECT or other event which may substantially affect ENGINEER'S performance of services under this Agreement.

## SECTION 2 COMPENSATION FOR SERVICES

### 2.1 General

2.1.1 OWNER shall compensate ENGINEER for services rendered under this Agreement. The method of compensation for said services shall be as set forth in Addenda to this Agreement.

2.1.2 Payments for Services are due when invoiced based on actual engineering services furnished unless another schedule of payments is agreed upon, by Addenda.

2.1.3 Where OWNER disputes some portion of the charges contained in ENGINEER'S bill for services, he shall make payment of that portion of the bill which is undisputed and shall notify ENGINEER in writing of the reason for his dispute. In no case may OWNER elect to withhold payment to ENGINEER of the entire amount due. This would constitute a failure to make payment.

2.1.4 If OWNER fails to make any payment due ENGINEER for services and expenses after receipt of ENGINEER'S bill therefore, the amounts due ENGINEER shall bear interest from invoice date at the rate set forth in this agreement, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the ENGINEER. In addition ENGINEER may, after giving ten (10) days written notice to OWNER, suspend services under this agreement until paid in full all amounts due under this agreement. In the event OWNER does not pay, or does not pay timely, ENGINEER shall be entitled to collect from OWNER all amounts due plus expenses, including but not limited to attorney fees, incurred by the ENGINEER in connection with collection efforts, in addition, the reasonable value of ENGINEER'S time spent in connection with collection efforts, computed at the ENGINEER'S prevailing fee schedule.

## SECTION 3 GENERAL PROVISIONS

### 3.1 General

3.1.1 This Agreement is the result of final negotiations between OWNER and ENGINEER and represents the entire and integrated agreement between OWNER and ENGINEER for the PROJECT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both OWNER and ENGINEER.

3.1.2 Neither party shall hold the other responsible for damages or delay in performance by acts of God, strikes, lockouts, accidents, or other events beyond the reasonable control of the other or the other's agents. However, when these delays require additional work to be performed by ENGINEER, ENGINEER shall be entitled to additional compensation at the prevailing "Per Diem Rates" or as otherwise agreed to between OWNER and ENGINEER.

3.1.3 This Agreement may be terminated by either party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. No such termination may be effected unless the other party is given not less than ten calendar days written notice of intent to terminate and an opportunity for correcting the default and for consultation with the terminating party before termination. In addition, OWNER may terminate this Agreement, in whole or in part, for cause (such as for legal or financial reasons, or major changes in the work or program requirements), and ENGINEER is given not less than ten (10) calendar days written notice and an opportunity for consultation before termination. If OWNER terminates as a result of ENGINEER'S default, any payment due ENGINEER at the time of termination may be adjusted to the extent of any additional cost the OWNER incurs due to ENGINEER'S default. If ENGINEER terminates as a result of OWNER default or the OWNER terminates for cause, ENGINEER shall be paid for services performed to the termination date including reimbursable expenses due plus termination expenses. Termination expenses are defined as expenses directly attributable to termination, plus 15% of the total compensation anticipated for the project to account for engineering rescheduling, adjustment, reassignment of personnel, and related indirect costs incurred due to termination. Upon receipt of the terminating action, ENGINEER shall promptly discontinue all services unless the notice directs otherwise, and upon receipt of final compensation make available to OWNER all appropriate documents prepared under the Agreement whether completed or in process.

3.1.4 All claims, counter-claims, disputes and other matters in question between the parties hereto arising out of this Agreement shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association subject to the condition that the amount sought by the party initiating arbitration shall be less than \$25,000. The mechanics of initiating arbitration, picking arbitrators and setting up the hearing shall be conducted in accordance with the rules of the American Arbitration Association.

This arbitration provision shall not be applicable to claims where the presence of a party, who is not subject to this Agreement, would be necessary to a full and complete determination of the controversy, and in this respect, reference shall be made to the provisions of Section 803.03 of the Wisconsin Statutes and the cases decided thereunder.

No demand for arbitration shall be valid if made after the institution of civil suit or after the matter in question would be barred by the applicable Statute of Limitations.

3.1.5 The parties to this agreement, each acknowledging that he has a constitutional and statutory right to trial by jury, hereby waive this right in any action or proceeding of any kind or nature in any court to which they may both be parties arising out of this Agreement or the transaction associated with this Agreement regardless of the nature of the causes of action alleged.

3.1.6 Unless otherwise specified within this Agreement, this Agreement shall be governed by the law of the principal place of business of ENGINEER.

3.1.7 In the event any provisions of this Agreement or any subsequent Addendum shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.



## REQUEST FOR COUNCIL ACTION

**To: Mayor and Council**

**CC: City Clerk & City Manager**

**From: Joseph W. Wuellner, Public Works Director**

**AGENDA ITEM: Change Orders – Waste Water Treatment Plant, Phase 1**

**AGENDA DATE REQUESTED: June 13, 2011**

**ACTION REQUESTED: Approve Change Order #4 for the WWTP in the amount of \$31,202.00 for additional work required to make changes to piping, electrical and control changes due to changes necessary to keep existing systems in service, and structure revision to accommodate transformer.**

**DESCRIPTION:** The work on the upgrade portion of Phase 1 at the Waste Water Treatment Plant commenced in September with initial site evaluation and demolition items. It has always been anticipated that there would be conflicts and therefore the need for field changes, modifications to the drawings, and potential need for additional ground support in order to keep the existing plant in operation. These are covered in the estimated project contingency amount and covered in the budget estimate for this project. Attached is a sheet that lists the items covered by this change order.

Therefore, I recommend that this change order be approved in the amount of \$31,202.00.

**FINANCIAL IMPACT: None to the existing budget as changes were anticipated in the project estimate**

**NEIGHBORHOOD CONCERNS: N/A**

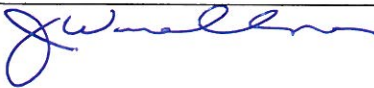
**IMPACT IF APPROVED: Work will continue and the project stays on schedule to meet mandated completion date.**

**IMPACT IF DENIED: Work will be delayed which cause failure to meet mandated completion date.**

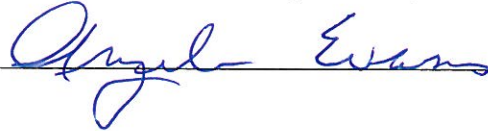
**ALTERNATIVES: N/A**

**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.]**

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

**REQUIRED SIGNATURES****Department Director:** 

Date: 5/27/11

**Finance Department** (Certification of Availability of Funds):Date: 5-31-11 **Corporation Counsel:**

Date:

**City Manager:**

Date:

## CHANGE ORDER

Order No. 4

Date: May 23, 2011

Agreement Date: 8-2-10

NAME OF PROJECT: City of Pekin, Wastewater Treatment Plant (STP #1) Improvements Phase 1

OWNER: City of Pekin

CONTRACTOR: Williams Brothers Construction, Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

1. Air Line Relocate at Effluent Pump Station. (\$6,578)
2. Revise closure hardware for HVAC Room Door, Headworks Building. (\$227)
3. Reroute existing buried NPW around electrical manhole. (\$3,643)
4. Add frost walls to the Utility Company Transformer Pad. (\$4,746)
5. Delete panels for equipment no longer needed (RFI #50) and additional items per Electrical ESI-04, Interface Headworks equipment start up lights to PLC conduit and wire; misc. conduit and wire additions/deletions for equipment to remain or be deleted; Provide S.S. enclosure at exterior mount Gas Safety Transmitters, Digester Building. (\$14,349)
6. Provide new roof curb for exhaust for Digester Building. (\$1,659)

### Justification:

1. The existing air line at the Effluent Pump Station was scheduled for relocation as a base bid requirement. Preliminary pot-hole-ing suggested the existing pipe would not conflict with the new pump station structure, so this work was deducted with C.O. #3. Further excavation did in fact reveal a conflict, so the pipe relocation must be added back to the base bid scope of work with this change request.
2. Electrical Gear Equipment requirements per the Manufacturers Shop Drawings in the adjoining Electrical MCC room require the room to be extended. Revision of the HVAC Room entry door closer is needed as a consequence to revise the door orientation to avoid any conflict with proposed equipment in the screenings and grit residuals processing area.
3. Numerous existing buried piping exists in this area. The existing PVC water line was deemed the least complex to relocate along with re-positioning of the Electrical Ductbank manhole to fit within the available area after excavation of the area and the location and depth of the existing buried piping and electrical could be determined. Consideration was also given to future phase 2 piping needs.
4. The Utility Company Transformer Pad is designed to the exact requirements of the utility company. Addition of supplemental curtain/frost walls facilitates the grading adjoining the pad during and after Phase 1 construction and through to completion of Phase 2 where sloughing of sloped subgrade could occur, in this very constricted area of the site.



5. Delete panels CS2340 and CS2240 per RFI 50; Interface Headworks equipment start up safety warning lights to PLC to activate and warn at equipment startup safety requirement/preference; Misc. conduit and wire additions/deletions for existing equipment in Digester Building to remain or be removed to match future requirements insofar as any existing equipment or sensors in the building that are to remain in service after Phase 1 and Phase 2 construction; Provide S.S. enclosure at Gas Safety Transmitters as a secondary long term weather protection enclosure for the equipment.
6. Existing roof curb is deteriorated beyond repair.

Change to CONTRACT PRICE:

Original CONTRACT PRICE \$7,664,000.00

Current CONTRACT PRICE adjusted by previous CHANGE ORDER \$ 7,796,273.00

The CONTRACT PRICE due to this CHANGE ORDER will be (increased) by: \$31,202.00

The new CONTRACT PRICE including this CHANGE ORDER will be \$7,827,475.00

Change to CONTRACT TIME: Current with ongoing work

The CONTRACT TIME will be (increased)(decreased) by 20 calendar days.

The date for completion of all work will be March 3, 2012 (Date).

CONTRACTOR: Williams Brothers Construction, Inc.

By: Date:

ENGINEER: Farnsworth Group, Inc.

By: Patrik J. Sheridan, P.E. Date:

OWNER: City of Pekin

By: Joe Wuellner, Director of Public Works Date:

# CHANGE ORDER LIST

Codes: UR-User Request;UF-Unforeseen Condition;DE-Design Error;  
CR-Code revision

| #                             | Description                           | Amount             | Reason                                                                                                                                            | Code     |
|-------------------------------|---------------------------------------|--------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| <b><u>CHANGE ORDER #1</u></b> |                                       |                    |                                                                                                                                                   |          |
| 1                             | Piping changes & Gas Flare Relocation | \$51,569.00        | Pipe changes due to conflicts with existing underground & future pipe to be installed in Phase 2: gas flare relocation due to code changes (IEPA) | UF<br>CR |
| 2                             | Asbestos Abatement                    | \$4,796.00         | Roof on existing building had asbestos above acceptable limits                                                                                    | UF       |
| 3                             | Frost walls for Generator Pad         | \$11,776.00        | Grade differences between the structure and roadway required change in design of the retaining walls to protect from weather                      | DE       |
| 4                             | Door hardware                         | \$7,757.00         | Panic hardware added per user request                                                                                                             | UR       |
| 5                             | Dumpster access pad                   | \$2,655.00         | Install a concrete pad to be able to access dumpsters from existing bldg                                                                          | UR       |
| 6                             | Additional concrete removal           | \$11,832.00        | 10" thick concrete slab was found under driveway that was not included                                                                            | UF       |
| <b>TOTAL</b>                  |                                       | <b>\$90,385.00</b> |                                                                                                                                                   |          |
| <b><u>CHANGE ORDER #2</u></b> |                                       |                    |                                                                                                                                                   |          |
| 1                             | Conduit routing changes               | \$33,766.00        | Several sections of conduit runs had to be re-routed or deepen to avoid conflicts with existing pipes and conduits                                | UF       |
| 2                             | Wiring & control changes              | \$7,019.00         | Changes result from final selection of Phase 2 equipment - large motors with different control set-ups than originally planned                    | UR       |
| 3                             | Vault extension                       | \$1,103.00         | Electrical vault required extending 11" due to changes requested by Ameren                                                                        | UF       |
| <b>TOTAL</b>                  |                                       | <b>\$41,888.00</b> |                                                                                                                                                   |          |

**CHANGE ORDER #3**

|              |                                                                       |                    |                                                                                                                                                                                                                                                                             |    |
|--------------|-----------------------------------------------------------------------|--------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|
| 1            | Handrail modifications                                                | \$9,388.00         | Grade changes that will come with the Phase 2 work now make additional handrailing required at the Non-Potable Water and Effluent Pumping Stations                                                                                                                          | UF |
| 2            | Roofing installation changes                                          | \$10,633.00        | Upgrades to the current roof on the digester building cannot be done as designed and still be warranted. In the best interest of the plant this change will allow installation in a manner that meets warranty conditions                                                   | UR |
| 3            | Rerouting ductbank, removing existing retaining wall, and pipe repair | \$7,286.00         | This item covers 3 separate issues. The first is lowering the ductbank from 88 digester area to the control building due avoid future road in phase 2. During excavation for the headworks building an abandoned line was uncovered that was leaking and had to be plugged. | UF |
| 4            | Credit for deletion of flame traps                                    | (\$6,375.00)       | There were 3 flame traps that were no longer necessary due to the type of valve selected                                                                                                                                                                                    | UF |
| 5            | Relocating existing utilities                                         | \$30,139.00        | Numerous existing lines in the area of the new effluent pumping station need to be relocated in order to maintain plant operations                                                                                                                                          | UF |
| 6            | Rework existing lighting in digester building                         | \$774.00           | With the modifications to the electrical in the 88 digester bldg, all existing lights had to be removed so this covered installing temporary lights for the plant operators                                                                                                 | UR |
| <b>TOTAL</b> |                                                                       | <b>\$51,845.00</b> |                                                                                                                                                                                                                                                                             |    |

**CHANGE ORDER #4**

|              |                                                   |                     |                                                                                                                             |    |
|--------------|---------------------------------------------------|---------------------|-----------------------------------------------------------------------------------------------------------------------------|----|
| 1            | Relocate air line                                 | \$6,578.00          | Relocating existing air line                                                                                                | UF |
| 2            | Revise door closure hardware                      | \$227.00            | Requested that the swing on one of the doors in the MCC be changed                                                          | UR |
| 3            | Re-route NPW Line around elect                    | \$3,643.00          | Existing non potable water line needs to be re-routed to install ductbank                                                   | UF |
| 4            | Add walls to transformer foundation               | \$4,746.00          | Walls added to allow for installation of transformer per Ameren requirement                                                 | UF |
| 5            | Provide stainless steel enclosure for gas monitor | \$14,349.00         | Gas Safety Code change calls for an exterior mounting of monitoring equip.                                                  | CR |
| 6            | Provide new roof curb for exhaust fan             | \$1,659.00          | Exhaust fan needed until completion of new residuals bldg so roof curb needed to be replaced so new roof could be installed | UR |
| <b>TOTAL</b> |                                                   | <b>\$31,202.00</b>  |                                                                                                                             |    |
|              |                                                   | \$766,400.00        | Total Contingency Available (10% of Contract)                                                                               |    |
|              |                                                   | \$215,320.00        | Total Change Orders to Date                                                                                                 |    |
|              |                                                   | <b>\$551,080.00</b> | <b>Contingency Remaining</b>                                                                                                |    |





## REQUEST FOR COUNCIL ACTION

**To: Mayor and Council**

**CC: City Clerk & City Manager**

**From: Joseph W. Wuellner, Public Works Director**

**AGENDA ITEM: Intergovernmental Agreement with IDOT for Traffic Signals**

**AGENDA DATE REQUESTED: June 13, 2011**

**ACTION REQUESTED: Approve the Traffic Signal Master Agreement with IDOT for the traffic signals within the City of Pekin that are on the State Highways.**

**DESCRIPTION:** This agreement covers all the traffic signals within the City that are on the State Highway system. It describes the work that is to be done on a regular basis to maintain the signals and who is responsible for the costs. The breakdown is based on the location and to determine the percentages. If all four legs of the intersection are a highway, then IDOT is 100 % responsible for the signals. In most cases here in town, it is a 50/50 split. This agreement is an extension of the current agreement that expires on June 30, 2011.

I recommend that this agreement be approved.

**FINANCIAL IMPACT: No additional impact. Traffic signal maintenance is already part of the existing budget from MFT funds.**

**NEIGHBORHOOD CONCERNS: None**

**IMPACT IF APPROVED: Continued working with IDOT on signal maintenance within town**

**IMPACT IF DENIED: IDOT would have the option to remove signals that are not 100% theirs**

**ALTERNATIVES: None**

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

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

|                                                                                                               |
|---------------------------------------------------------------------------------------------------------------|
| <b>REQUIRED SIGNATURES</b>                                                                                    |
| <b>Department Director:</b>  |
| Date: 6/2/11                                                                                                  |
| <b>Finance Department</b> (Certification of Availability of Funds):                                           |
| Date: 6-2-11                 |
| <b>Corporation Counsel:</b>                                                                                   |
| Date:                                                                                                         |
| <b>City Manager:</b>                                                                                          |
| Date:                                                                                                         |



# Illinois Department of Transportation

Division of Highways / Region 3 / District 4  
401 Main Street / Peoria, Illinois / 61602-1111  
Telephone 309/671-3333

May 31, 2011

Ms. Sue E. McMillan  
City of Pekin  
111 S. Capitol Street  
Pekin, IL 61554

Dear Ms. McMillan:

RE: Traffic Signal Master Agreement

The current traffic signal master agreement will expire on June 30, 2011. Subsequently, we have prepared three original copies of a new Traffic Signal Master Agreement, for intersections within your municipality, to be reviewed and signed by an authorized municipal representative. The traffic signal maintenance provisions contained in the new master agreement are essentially the same as the earlier agreement.

*Please complete all information listed on the attached checklist prior to returning all original agreements to this office, so that we may have the agreement executed by July 1, 2011. One copy of the original signed agreement will be returned to you for your records.*

If you have any questions, please contact Mr. Eric Howald, in our bureau of Operations, by calling (309) 671-4481.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Joseph E. Crowe', written over the typed name and title.

Joseph E. Crowe, P.E.  
Deputy Director of Highways,  
Region Three Engineer

ERH:bn

s:\gen\winword\desplan\howald\traffic signal master agreements 2011\cover letters\2011  
master agreement cover letter pekin.docx

Attachments: Information Checklist, Master Agreements (3), Exhibits A&B

cc: File

## Information Checklist for Processing of Traffic Signal Master Agreement

### Page 1

- Governmental Body Name
- Address
- City, State, Zip
- Remittance Address (if different from above)
- City, State, Zip
- Telephone Number
- Fax Number
- FEIN/TIN
- Signature of Authorized Representative
- Type or Print in Black Ink Name of Authorized Representative
- Date

### Page 2

- Local Agency's Legal Name, Address, and Email Address

### Page 5

- Section "L" – Tax Identification Number and Legal Status



# Illinois Department of Transportation

## Intergovernmental Agreement

|                                              |            |          |
|----------------------------------------------|------------|----------|
| Governmental Body Name                       |            |          |
| Address                                      |            |          |
| City, State, Zip<br>, Illinois               |            |          |
| Remittance Address (if different from above) |            |          |
| City, State, Zip<br>, Illinois               |            |          |
| Telephone Number                             | Fax Number | FEIN/TIN |

**Brief Description of Service (full description specified in Part 5)**

This is the Master Agreement for Governmental Body maintenance and apportionment of energy costs for traffic control devices located on State highways within or near the Governmental Body as shown on the attached Exhibit A. This agreement is authorized by 92 Ill. Adm. Code 544.

|                                                                              |                                                                                       |                                                                                    |                                             |
|------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|---------------------------------------------|
| Compensation Method (full details specified in Part 6)<br><b>Actual Cost</b> | Travel Expense <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No |                                                                                    | Agreement Term<br>From: <b>July 1, 2011</b> |
| Total Compensation Amount<br>\$                                              | Travel Amount<br>\$0.0                                                                | Advance Pay <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | To: <b>June 30, 2021</b>                    |

### REQUIRED SIGNATURES

By signing below, the GOVERNMENTAL BODY and the DEPARTMENT agree to comply with and abide by all provisions set forth in Parts 1-7 herein and any Appendices thereto.

**FOR THE GOVERNMENTAL BODY:**

\_\_\_\_\_  
Signature and Job Title of Authorized Representative

\_\_\_\_\_  
Type or Print Name of Authorized Representative

\_\_\_\_\_  
Date

**FOR THE DEPARTMENT:**

\_\_\_\_\_  
Joseph E. Crowe, P.E., Regional Engineer, Division of Highways

\_\_\_\_\_  
Ellen Schanzle-Haskins, Chief Counsel  
(Approved as to form)

\_\_\_\_\_  
Date

By: \_\_\_\_\_

\_\_\_\_\_  
Christine M. Reed, P.E., Director, Division of Highways, Chief Engineer

\_\_\_\_\_  
Matthew R. Hughes, Acting Director, Finance &  
Administration

\_\_\_\_\_  
Date

Date: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Gary Hannig, Secretary of Transportation

\_\_\_\_\_  
Date

By: \_\_\_\_\_

**INTERGOVERNMENTAL AGREEMENT**  
**FOR**  
**GOVERNMENTAL BODY MAINTENANCE OF TRAFFIC CONTROL DEVICES**

This Agreement is by and between

\_\_\_\_\_  
Please type or print legibly the GOVERNMENTAL BODY'S legal name and

\_\_\_\_\_  
**Attn:**

\_\_\_\_\_  
**E-mail:**

hereinafter called the GOVERNMENTAL BODY, and the State of Illinois, acting by and through its Department of Transportation, hereinafter called the DEPARTMENT.

|           |                                                              |
|-----------|--------------------------------------------------------------|
| Part 1    | Scope/Compensation/Term                                      |
| Part 2    | General Provisions                                           |
| Part 3    | Federally Funded Agreements                                  |
| Part 4    | Specific Provisions                                          |
| Part 5    | Scope of Services/Responsibilities                           |
| Part 6    | Compensation for Services                                    |
| Part 7    | Agreement Award Notification                                 |
| Exhibit A | Locations and Cost Proportionment of Traffic Control Devices |
| Exhibit B | Traffic Signal Maintenance Provisions                        |

**PART 1**

**SCOPE / COMPENSATION / TERM**

- A. Scope of Services and Responsibilities.** The DEPARTMENT and the GOVERNMENTAL BODY agree as specified in Part 5.
- B. Compensation.** Compensation (if any) shall be as specified in Part 6.
- C. Term of Agreement.** The term of this Agreement shall be from **July 1, 2011** to **June 30, 2021**.
- D. Amendments.** All changes to this Agreement must be mutually agreed upon by the DEPARTMENT and the GOVERNMENTAL BODY and be incorporated by written amendment, signed by the parties.
- E. Renewal.** This Agreement may not be renewed.



## PART 2 GENERAL PROVISIONS

**A. Changes.** If any circumstance or condition in this Agreement changes, the GOVERNMENTAL BODY must notify the DEPARTMENT in writing within seven days.

**B. Compliance/Governing Law.** The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws.

**C. Availability of Appropriation:** This Agreement is contingent upon and subject to the availability of funds. The Department, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason, (2) the Governor decreases the Department's funding by reserving some or all of the Department's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the Department determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. The GOVERNMENTAL BODY will be notified in writing of the failure of appropriation or of a reduction or decrease.

**D. Records Inspection.** The DEPARTMENT or a designated representative shall have access to the GOVERNMENTAL BODY's work and applicable records whenever it is in preparation or progress, and the GOVERNMENTAL BODY shall provide for such access and inspection.

**E. Records Preservation.** The GOVERNMENTAL BODY, shall maintain for a minimum of **three years** after the completion of the Agreement, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement.

**F. Subcontracting/Procurement Procedures/Employment of Department Personnel**

1. Subcontracting. Subcontracting, assignment or transfer of all or part of the interests of the GOVERNMENTAL BODY concerning any of the obligations covered by this Agreement is prohibited without prior written consent of the DEPARTMENT.

2. Procurement of Goods or Services – Federal Funds. For purchases of products or services with any Federal funds that cost more than \$3,000.00 but less than the simplified acquisition threshold fixed at 41 U.S.C 403(11), (currently set at \$100,000.00) the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any Federal funds that are in excess of the simplified acquisition threshold fixed at 41 U.S.C. 403(11), (currently set at \$100,000.00) will require the GOVERNMENTAL BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used, provided that the procurement procedures conform to the provisions in Part 3(K) below. The GOVERNMENTAL BODY may only procure products or services from one source with any Federal funds if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) after solicitation of a number of sources, competition is determined inadequate.

3. Procurement of Goods or Services – State Funds. For purchases of products or services with any State of Illinois funds that cost more than \$10,000.00, (\$5,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, (currently set at \$31,300.00 and \$20,000.00 for professional and artistic services) the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any State of Illinois funds in excess of the small purchase amount (currently set at \$31,300.00 for goods and services and \$20,000.00 for professional and artistic services) will require the GOVERNMENTAL BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used. The GOVERNMENTAL BODY may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) after solicitation of a number of sources, competition is determined inadequate.

The GOVERNMENTAL BODY shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.

4. **EMPLOYMENT OF DEPARTMENT PERSONNEL.** The GOVERNMENTAL BODY will not employ any person or persons currently employed by the DEPARTMENT for any work required by the terms of this Agreement.

### **PART 3 FEDERALLY FUNDED AGREEMENTS**

[Not applicable to this Agreement.]

### **PART 4 SPECIFIC PROVISIONS**

**A. Invoices.** The amount shown on each invoice shall be in accordance with the rates established in Part 6. All non-labor costs, if allowable, shall be listed and itemized as provided in Part 6.

Any invoices/bills issued by the GOVERNMENTAL BODY to the DEPARTMENT pursuant to this Agreement shall be sent to the following address:

**Illinois Department of Transportation  
District Four  
Attn: Traffic Signal Technician  
401 Main Street, Suite 900  
Peoria, IL 61602-1111**

All invoices shall be signed by an authorized representative of the GOVERNMENTAL BODY.

**B. Billing and Payment.** All invoices for services performed and expenses incurred by the GOVERNMENTAL BODY prior to July 1st of each year must be presented to the DEPARTMENT no later than **August 31** of that same year for payment under this Agreement. Notwithstanding any other provision of this Agreement, the DEPARTMENT shall not be obligated to make payment to the GOVERNMENTAL BODY on invoices presented after said date. Failure by the GOVERNMENTAL BODY to present such invoices prior to said date may require the GOVERNMENTAL BODY to seek payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly. No payments will be made for services performed prior to the effective date of this Agreement. The DEPARTMENT will send all payments to the GOVERNMENTAL BODY's remittance address listed in this Agreement.

**C. Termination.** If the DEPARTMENT is dissatisfied with the GOVERNMENTAL BODY'S performance or believes that there has been a substantial decrease in the GOVERNMENTAL BODY'S performance, the DEPARTMENT may give written notice that remedial action shall be taken by the GOVERNMENTAL BODY within seven (7) calendar days. If such action is not taken within the time afforded, the DEPARTMENT may terminate the Agreement by giving seven (7) days written notice to the GOVERNMENTAL BODY. Additionally, the Department may terminate the Agreement by giving **thirty (30)** days written notice. In either instance, the GOVERNMENTAL BODY shall be paid for the value of all authorized and acceptable work performed prior to the date of termination, based upon the payment terms set forth in the Agreement.

**D. Location of Service.** Service to be performed by the GOVERNMENTAL BODY shall be performed as described in Part 5.

**E. Ownership of Documents/Title to Work.**

[Not applicable to this Agreement.]

**F. Software.**

[Not applicable to this Agreement.]

**G. Confidentiality Clause.**

[Not applicable to this Agreement.]

**H. Reporting/Consultation.**

**I. Travel Expenses.** No expenses for travel, lodging, or per diem shall be paid by the Department pursuant to this Agreement.

**J. Indemnification.** Unless prohibited by State law, the GOVERNMENTAL BODY agrees to hold harmless and indemnify the DEPARTMENT, and its officials, employees, and agents, from any and all losses, expenses, damages (including loss of use), suits, demands and claims, and shall defend any suit or action, whether at law or in equity, based on any alleged injury or damage of any type arising from the actions or inactions of the GOVERNMENTAL BODY and/or the GOVERNMENTAL BODY'S employees, officials, agents, contractors and subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the DEPARTMENT and its officials, employees and agents in connection therewith.

**K. Equal Employment Opportunities, Affirmative Action, Sexual Harassment.** The GOVERNMENTAL BODY will comply with the Illinois Human Rights Act with respect to public contracts, including equal employment opportunity, refraining from unlawful discrimination and having a written sexual harassment policy.

**L. Tax Identification Number.**

GOVERNMENTAL BODY certifies that:

1. The number shown on this form is a correct taxpayer identification number (or it is waiting for a number to be issued.), **and**
2. It is not subject to backup withholding because: (a) it is exempt from backup withholding, or (b) has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the GOVERNMENTAL BODY that it is no longer subject to backup withholding, **and**
3. It is a U.S. entity (including a U.S. resident alien).

NAME OF GOVERNMENTAL BODY: \_\_\_\_\_

Taxpayer Identification Number: \_\_\_\_\_

Legal Status (check one):

- |                                            |                                      |
|--------------------------------------------|--------------------------------------|
| <input type="checkbox"/> Tax-exempt        | <input type="checkbox"/> Government  |
| <input type="checkbox"/> Nonresident Alien | <input type="checkbox"/> Other _____ |

**M. International Boycott.** The GOVERNMENTAL BODY certifies that neither GOVERNMENTAL BODY nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).

**N. Forced Labor.** The GOVERNMENTAL BODY certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the DEPARTMENT under this Agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583)

**PART 5**  
**SCOPE OF SERVICE/RESPONSIBILITIES**

**A. Cost.** The DEPARTMENT and the GOVERNMENTAL BODY agree to the maintenance responsibility and to the division of energy costs, for the traffic signals and other traffic control devices listed on the attached Exhibit A.

**B. Maintenance.** Modernization of traffic control devices is not covered under this agreement. It is agreed that the actual maintenance will be performed by the DEPARTMENT and through the DEPARTMENT's authorized electrical maintenance contractor.

The GOVERNMENTAL BODY shall promptly notify the DEPARTMENT of all traffic signal malfunctions and required maintenance and repair work. The DEPARTMENT shall investigate and issue a work order to the electrical maintenance contractor for all repair work deemed necessary.

**C. Maintenance Level.** It is agreed that the signals and devices shall be maintained to at least the level of maintenance specified in Exhibit B, which is hereby made a part of this agreement. It is understood this will meet the minimum requirements of the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways.

DEPARTMENT will release maintenance work to the authorized electrical maintenance contractor as needed to ensure that traffic signals are maintained to the levels specified in Exhibit B

Additional provisions regarding maintenance may be incorporated in this document upon agreement on both parties.

**D. Interconnect & Timing.** The DEPARTMENT agrees to maintain all signal equipment and interconnects associated with interconnected signal systems and interconnects with at-grade railroad crossings. The DEPARTMENT, in cooperation with the GOVERNMENTAL BODY, shall determine the signal timing to coordinate and regulate the flow of traffic. No signal timing shall be changed at any state system intersection without prior DEPARTMENT approval. The DEPARTMENT may elect to allow the GOVERNMENTAL BODY to determine the signal timing to coordinate and regulate the flow of traffic at any location. The GOVERNMENTAL BODY shall inform the DEPARTMENT of any changes made in signal timings. The DEPARTMENT reserves the right to withdraw the privilege of timing signals from the GOVERNMENTAL BODY at any time.

Traffic signals interconnected with an at-grade railroad crossing shall not be modified without prior Illinois Commerce Commission and DEPARTMENT notification and approval. Interconnected signals at an at-grade railroad crossing may be repaired to the original condition; however, the Illinois Commerce Commission and the DEPARTMENT must be notified thereof.

**E. Interconnections: Installation & Damage.** The DEPARTMENT is not responsible for the cost of installing or maintaining traffic signals not on (but interconnected to traffic signals on) U.S. or State routes. Any damage done to State traffic signals in the attempt to connect local traffic signals shall be repaired to the DEPARTMENT's satisfaction and shall be the responsibility of the GOVERNMENTAL BODY.

**F. Master Monitoring Costs.** Master controllers installed on State intersections for the coordination of traffic signals are primarily used for the traffic signals located on U.S. or State routes. The GOVERNMENTAL BODY may connect traffic signals to a State owned master controller for the coordination or operation of non-State owned traffic signals, for the purpose of synchronizing time or gaining remote access. If the GOVERNMENTAL BODY desires a communications link to their office for monitoring purposes, the GOVERNMENTAL BODY shall pay the entire cost of installing and maintaining such monitoring system.

**G. Payment for Energy Costs.** The DEPARTMENT will reimburse the GOVERNMENTAL BODY for the DEPARTMENT's proportionate share of the energy charges.

**H. Costs for Pavement Markings.** The DEPARTMENT shall reimburse the GOVERNMENTAL BODY for any DEPARTMENT authorized pavement marking maintenance required for the operations of the traffic signal installation. This shall include any stop bars, crosswalks, symbols, reflectors, edge lines or lane lines required for supplementing the traffic signal installation.

**I. Indemnity.** The GOVERNMENTAL BODY shall indemnify and hold harmless the DEPARTMENT for any and all third party claims for personal injury and property damage arising solely out of the maintenance of the signals and devices listed in Exhibit A.

**J. Maintenance Contractors.** Maintenance contracts shall be subject to DEPARTMENT approval prior to award. The DEPARTMENT, after consultation with the GOVERNMENTAL BODY, reserves the right to reject any electrical/maintenance contractor assigned work by the GOVERNMENTAL BODY that, in the judgment of the DEPARTMENT, has proposed or bid rates or charges in excess of usual and customary for the type of work being performed. Maintenance contractors shall have a minimum of three years of verifiable experience in the maintenance and repair of traffic signals.

The GOVERNMENTAL BODY shall utilize the DEPARTMENT'S authorized electrical maintenance contractor to perform traffic signal maintenance and repair work. The DEPARTMENT shall be responsible for bidding and administering electrical maintenance contracts.

**L. Emergency Vehicle Preemption Devices.** The costs of installation, timing, phasing, and maintenance of emergency vehicle preemption systems shall be the sole responsibility of the GOVERNMENTAL BODY. Any Governmental Body must notify the DEPARTMENT of any change in the emergency vehicle preemption system. However, the DEPARTMENT reserves the right to approve or reject, at any time, the placement of such systems on its traffic signal equipment.

**M. Previous Agreements.** All traffic signal and traffic control device maintenance and electrical energy provisions contained in presently existing agreements or understandings between the DEPARTMENT and the GOVERNMENTAL BODY for traffic signals and/or other traffic control devices covered by this Master Agreement shall upon execution of this Master Agreement by the DEPARTMENT be superseded and be of no force or effect.

All parking ordinances and provisions bearing on items other than traffic signal and traffic control device maintenance and energy charges contained in presently existing agreements or letters of understanding between the DEPARTMENT and the GOVERNMENTAL BODY shall remain in full force and effect.

**N. Modification.** Exhibit A can be modified to add or delete signals or devices, but only by written revision signed by the Regional Engineer, the Engineer of Operations and the authorized representative for the GOVERNMENTAL BODY. The modification shall be effective when fully executed and filed with the Clerk or Secretary of the GOVERNMENTAL BODY. This provision applies only to modification of Exhibit A.

**O. Plan Review.** All traffic signal plans prepared by others for installation on State highways within municipal corporate limits, which are to be added to this agreement, must be reviewed and approved by the DEPARTMENT and the GOVERNMENTAL BODY.



**PART 6**  
**COMPENSATION FOR SERVICES**

**A. Cost Sharing.** As indicated in Exhibit A, the cost of energy and maintenance of traffic signals, and/or other traffic control devices shall be shared in proportion to the number of approaches maintained by each unit of government. The maintenance cost of the interconnect and interconnect related equipment, as listed in Exhibit A, as well as engineering costs for any approved coordination and timing studies, shall be shared in proportion to the approaches maintained by each unit of government at all intersections within the interconnected system.

**B. Billing.** Maintenance and repair invoices shall be submitted on a monthly basis. Energy invoices shall be submitted on a quarterly, bi-annual, or annual basis. The amount billed shall be the costs incurred less any proceeds from third party damage claims received during the billing period for repair of signals or devices that are the responsibility of the DEPARTMENT. Any proposed single expenditure in excess of \$10,000 for repair or damage to an installation must be approved by the DEPARTMENT before the expenditure is made.

The hours, or parts thereof, billed for each maintenance item will be at the actual time directly related to the work task. The DEPARTMENT reserves the right to examine the records of the GOVERNMENTAL BODY to determine that costs billed are fully documented.

The cost for contracted work will be the actual cost for the contractor.

Upon completion of a work order or maintenance directive issued by the DEPARTMENT to the DEPARTMENT'S authorized electrical maintenance contractor, the DEPARTMENT shall direct the maintenance contractor to submit completed invoices and all supporting documentation to the DEPARTMENT for review and approval.

After reviewing the contractor invoices, the DEPARTMENT shall forward the approved invoices to the GOVERNMENTAL BODY which shall reimburse the maintenance contractor in full for the entire approved amount.

The GOVERNMENTAL BODY shall invoice the DEPARTMENT for the DEPARTMENT'S share in accordance with the percentages listed in Exhibit A.



## PART 7

### AGREEMENT AWARD NOTIFICATION

### REQUIRED FOR ALL PROJECTS

Does this project receive Federal funds? ☐ Yes ☒ No

Amount of Federal funds: \_\_\_\_\_

Federal Project Number: \_\_\_\_\_

Name of Project: \_\_\_\_\_

CFDA Number\*, Federal Agency, Program Title: \_\_\_\_\_

\*For CFDA (Catalog of Federal Domestic Assistance) Number, refer to original Federal Award/Grant Agreement.

### ANNUAL CERTIFICATION FOR COMPLIANCE WITH FEDERAL OMB- CIRCULAR A-133

#### NOTICE

- **Do not submit this certification to the department with your signed contract.**
- This certification applies ONLY to governmental agencies, local units of government and non-profit agencies expending federal funds for this project. It does not apply to for-profit public or private entities.
- If OMB Circular A-133 applies to your organization, this certification or a copy of your OMB A-133 single audit must be submitted to the department at the end of your fiscal year for any fiscal year in which you expended any federal funds related to this contract.

**NOTE: ANNUAL COMPLIANCE WITH THIS REQUIREMENT IS MANDATORY FOR EVERY YEAR IN WHICH FEDERAL FUNDS ARE EXPENDED FOR THIS PROJECT BY ANY STATES, LOCAL GOVERNMENTS OR NONPROFIT ORGANIZATIONS. FAILURE TO COMPLY WITH THE ANNUAL CERTIFICATION TO THE DEPARTMENT WILL RESULT IN THE SUSPENSION OF PAYMENTS TO REIMBURSE PROJECT COSTS.**

In accordance with OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, such non-federal entities that expend \$500,000 or more in federal awards in a year are required to have a single audit performed in accordance with OMB Circular A-133. The Illinois Department of Transportation (IDOT) is required by federal law to obtain and review the single audit of all entities that had any federally participating funds pass through it, irrespective of the amount provided by IDOT. It is the responsibility of the agencies expending federal funds to comply with the requirements of OMB Circular A-133 and determine whether they are required to have a single audit performed.

In order to comply with this requirement, your agency must provide the following information to the department on an annual basis for every year in which you expended funds for costs associated with this project:

1. If your agency expended \$500,000 (or the current OMB Circular A-133 qualifying amount) or more in federal awards from all sources, including other agencies, in a year, you are required to have a single

# EXHIBIT A

Following is the list of signalized intersections and locations with traffic control devices along State highways located within or near the city of Pekin, that are subject to the provisions of the attached Master Agreement to which this list is an exhibit.

| Location                                         | % Of Maintenance Responsibility |              | % Of Energy Charges Responsibility |              | Agency Handling Maintenance |
|--------------------------------------------------|---------------------------------|--------------|------------------------------------|--------------|-----------------------------|
|                                                  | Department                      | Local Agency | Department                         | Local Agency |                             |
| IL 9 (Ann Eliza St.) & IL 29 (Fifth St.)         | 100                             | 0            | 100                                | 0            | Department                  |
| IL 9 / IL 29 (Ann Eliza) & IL 29 (Second St.)    | 75                              | 25           | 75                                 | 25           | Department                  |
| IL 9 / IL 29 (Ann Eliza St.) & IL 29 (Third St.) | 100                             | 0            | 100                                | 0            | Department                  |
| IL 9 (Broadway Ave.) & Eighth St.                | 50                              | 50           | 50                                 | 50           | Department                  |
| IL 9 (Court St.) & Allentown Rd.                 | 67                              | 33           | 67                                 | 33           | Department                  |
| IL 9 (Court St.) & Barney St.                    | 50                              | 50           | 50                                 | 50           | Department                  |
| IL 9 (Court St.) & Eighth St.                    | 75                              | 25           | 75                                 | 25           | Department                  |
| IL 9 (Court St.) & Fourteenth St.                | 50                              | 50           | 50                                 | 50           | Department                  |
| IL 9 (Court St.) & Mall Entrance                 | 0                               | 100          | 0                                  | 100          | Department                  |
| IL 9 (Court St.) & Parkway / Sunset              | 50                              | 50           | 50                                 | 50           | Department                  |
| IL 9 (Court St.) & Tenth St.                     | 0                               | 100          | 0                                  | 100          | Department                  |
| IL 9 (Court St.) & Valle Vista St.               | 50                              | 50           | 50                                 | 50           | Department                  |
| IL 9 (Court St.) & Veterans Dr.                  | 50                              | 50           | 50                                 | 50           | Department                  |
| IL 9 (Margaret St.) & Broadway / Court St.       | 50                              | 50           | 50                                 | 50           | Department                  |

|                                           |     |    |     |    |            |
|-------------------------------------------|-----|----|-----|----|------------|
| IL 9 (Margaret St.) & IL 29 (Fifth St.)   | 75  | 25 | 75  | 25 | Department |
| IL 9 (Margaret St.) & IL 29 (Second St.)  | 100 | 0  | 100 | 0  | Department |
| IL 9 (Margaret St.) & IL 29 (Third St.)   | 100 | 0  | 100 | 0  | Department |
| IL 9 / IL 29 (Margaret St.) & Capitol St. | 50  | 50 | 50  | 50 | Department |
| IL 9 / IL 29 (Margaret St.) & Fourth St.  | 50  | 50 | 50  | 50 | Department |
| IL 29 (Eighth St.) & Sheridan             | 50  | 50 | 50  | 50 | Department |
| IL 29 (Second St.) & Derby St.            | 67  | 33 | 67  | 33 | Department |
| IL 29 (Second St.) & Koch St.             | 50  | 50 | 50  | 50 | Department |
| IL 29 & Manito Blacktop / Federal Prison  | 50  | 50 | 50  | 50 | Department |
| IL 98 & Parkway Dr.                       | 100 | 0  | 100 | 0  | Department |

## EXHIBIT B TRAFFIC SIGNAL MAINTENANCE PROVISIONS

### A. GENERAL PROVISIONS

#### 1. CABINET PACK

Wiring diagrams, phase diagrams, and manuals that are required to be in each traffic signal controller cabinet at the time of construction completion shall remain in the cabinet. Written documentation of all traffic signal timing changes shall be provided in the cabinet. All entries shall be written in a clear and concise manner. The DEPARTMENT representative or authorized maintenance contractor making any entries shall provide his/ her signature and date of entry. These shall be kept in the cabinet to assist the DEPARTMENT on emergency call outs.

#### 2. HARDWARE SPECIFICATIONS

All equipment and material used shall comply with the requirements of the latest edition of DEPARTMENT's Standard Specifications for Road and Bridge Construction. Failure to meet the DEPARTMENT's specifications shall be justification for permanent removal of the non-compliant equipment by the DEPARTMENT, with the cost of removal to be the responsibility of the GOVERNMENTAL BODY.

Any costs incurred as a result of exceeding the DEPARTMENT's specifications for installing new equipment or painting new or used equipment; for example, installing decorative style poles, posts, or mast arm assemblies, will be the sole responsibility of the GOVERNMENTAL BODY.

#### 3. HIGHWAY LIGHTING

For maintenance involving combination traffic signal and lighting unit mast arm assemblies and poles, the foundation, traffic signal mast arm assembly, pole and all signal cable shall be considered part of the traffic signal system. The lighting arm, luminaire and all lighting cable shall be part of the highway lighting system.

The highway lighting system components of each combination mast arm assembly and pole shall be tested for proper operation and physical condition during the intersection cabinet inspection. All cost of inspecting and maintaining the highway lighting system equipment, is the responsibility of the GOVERNMENTAL BODY. In addition to regular inspection and maintenance, all cost of repairing or replacing damaged or missing highway lighting system equipment is the responsibility of the GOVERNMENTAL BODY.

#### 4. EMERGENCY VEHICLE PREEMPTION SYSTEM

Test Emergency Vehicle Preemption System (EVPS) equipment for proper operation and physical condition during the intersection cabinet inspection. All program settings and each sequence of operation must be verified to be correct during each inspection. All cost of inspection and maintaining the EVPS equipment, including the light detectors, light detector amplifiers, radio transmitters and receivers, antennas, confirmation lights, and cables and related components, is the responsibility of the GOVERNMENTAL BODY. In addition to regular inspection and maintenance, all cost of repairing or replacing damaged or missing EVPS equipment is the responsibility of the GOVERNMENTAL BODY.

## 5. RAILROAD PREEMPTION

At all locations with railroad/traffic signal interconnects, the DEPARTMENT or its authorized maintenance contractor shall respond to any and all emergency and all red flash alarms in a timely manner and notify the Illinois Commerce Commission and the DEPARTMENT of the malfunction.

None of the traffic signal railroad preempt parameters including but not limited to the phase timings, phase sequences and pedestrian and vehicular clearance intervals can be modified without prior approval from the DEPARTMENT and the Illinois Commerce Commission.

The DEPARTMENT shall maintain unique spare controller data modules or sets of data chips containing the final railroad preemption parameters for each location.

Cooperate in any inspection as deemed necessary by the DEPARTMENT or the Illinois Commerce Commission.

The DEPARTMENT shall provide contact personnel available at all times to whom railroad preemption malfunctions must be reported.

## 6. DAMAGE REPAIRS

Repair or replace any and all equipment damaged by any cause whatsoever.

## 7. ACCIDENT DAMAGE

Be responsible to make recovery for damage to any part of the installation or system from the party causing the damage.

For all intersections located on state routes, the DEPARTMENT shall pursue reimbursement for all damages resulting from responsible third parties.

Whenever third party claims cannot be recovered, both the DEPARTMENT and GOVERNMENTAL BODY shall share in the loss.

## 8. TEMPORARY TRAFFIC CONTROL

Provide temporary traffic control during a period of equipment failure or for when the controller must be disconnected. This may be accomplished through the installation of a spare controller, placing the intersection on flash, manually operating the controller, and manually directing traffic through the use of proper authorities.

## 9. EMERGENCY PERSONNEL

Provide skilled maintenance personnel who will be available to respond without delay to emergency calls. This may be provided by DEPARTMENT forces, the authorized maintenance contractor, or maintenance agreement. Controller failure, lights out, knockdowns, or two (2) red lights out at intersection are considered emergencies.

## 10. L.E.D. SIGNAL HEADS

Install all light emitting diodes (L.E.D.) signal heads according to instructions provided by each head's manufacturer and vendor so as to prolong their life and assure compliance under any warranties. The DEPARTMENT will maintain logs of the dates of the L.E.D. modules installation for warranty and for end of service life determination purposes.

## **B. AS REPORTED OR OBSERVED**

### **1. SIGNAL ALIGNMENT**

Keep signal heads properly adjusted, including plumb, and tightly mounted. All controller cabinets, signal posts and controller pedestals should be tight on their foundations and in alignment.

### **2. CONTROLLER PROBLEMS**

Check the controllers, relays, and detectors after receiving complaints or calls to ascertain that they are functioning properly and make all necessary repairs and replacement.

### **3. L.E.D. SIGNAL HEAD AND L.E.D. MODULE REPLACEMENT**

An L.E.D. module shall be considered failed and shall be replaced if at least one-fourth of the signal indication is dark or if the module fails to meet ITE specification on minimum maintained luminous intensity.

Replace failed modules for all red signal indications within twenty-four (24) hours of notification of failure or on the next business day following the notification. However, if two or more red indications for an approach are failed, these modules must be replaced as soon as possible, and under no circumstances longer than twenty-four (24) hours after notification. Replace all other failed modules within forty-eight (48) hours or next business day of notification of failure.

Provide replacement light emitting diodes (L.E.D.) signal heads and modules that fully comply with the latest applicable Institute of Transportation Engineers (I.T.E.) specifications for vehicular and pedestrian L.E.D. signal modules, including but not limited to, color and intensity requirements. The signal and pedestrian housings shall also comply with the applicable ITE specifications.

### **4. PAINTING**

Repaint all signal components exposed to weather as needed.

## **C. WEEKLY**

### **1. MASTER CONTROLLER SYSTEMS**

At locations that are a part of a closed loop signal system maintained by the GOVERNMENTAL BODY, repair any and all malfunctions in a timely manner so that the signals remain under the control of the master at all times.

As needed assist in the implementation of the signal system timing plans.

The DEPARTMENT shall maintain the central signal system software on a PC and monitor the system weekly, check weekly by phone or location visit for any malfunction, and verify software accuracy to central office software.



## **D. ANNUAL**

### **1. CABINET INSPECTION**

Check the controllers, relays, and detectors to ascertain that they are functioning properly and make all necessary repairs and replacement.

Keep interior of controller cabinet in a clean and neat condition at all times.

### **2. OBSERVE SIGNALS**

Observe the signals at the time of the annual cabinet inspection. This involves stopping and watching for correct detection and timing operation.

### **3. DETECTION TESTING**

Test and inspect vehicle detection inductance loops, loop detectors, and pedestrian detection during cabinet visit annually.

### **4. VIDEO DETECTION TESTING**

Inspect, maintain, and clean all video detection and surveillance systems annually or as needed, to achieve clean lenses, proper alignment and proper focus. This shall include system camera, lenses, camera housings and hood/shield, pan, tilt, and zoom mechanisms and motors, mounting brackets and hardware, poles, microprocessors, controller, cables and communication equipment, and other related components. Maintenance shall include modifications to programmable detection zones.

### **5. CONTROLLER CHECK**

When solid state controllers malfunction, they shall be removed, repaired, and bench checked. Solid state controllers shall not be removed for annual maintenance inspections.

This annual check should verify software with central office software and reprint cabinet pack timings sheet. Controller check shall occur during an annual cabinet inspection.

Test the CMU/MMU on an annual basis with an ATSI or equivalent tester. The DEPARTMENT shall retain test records for a period of seven years.

### **6. FUSE AND BREAKER CHECKS**

Fuse and breaker check should occur during annual cabinet inspection. Replace burned out fuses or deteriorated breakers as needed.

## **E. PERIODICALLY**

### **1. CLEARANCE TRIMMING**

Remove any obstruction blocking the line of sight of the traffic signal face to the motorist. The maintaining agency shall trim trees, bushes or any other form of vegetation blocking said lines of sight. The maintaining agency shall remove, or order the removal of, any man-made obstructions such as signs or banners blocking said line of sight. Visibility for line of sight shall meet the standards established and contained in the Manual on Uniform Traffic Control Devices (MUTCD). All trimmed vegetation shall be legally disposed of by the maintaining agency off the right of way.

## 2. HARDWARE INSPECTION

Inspect all mast arm assemblies, mast arm poles, brackets (or other types of hardware) supporting traffic heads or pedestrian signal heads every three years. The inspection shall focus on the structural elements of the mast arm assembly and must include a close up, arms length investigation of the mast arm, pole, mast to pole connection, base plate, and anchor bolts.

The arm of the assembly shall be visually inspected at all signal head connections for any defects, such as cracks or buckles. Inspect the mast arm to pole connection for significant loss of section, cracks in welds or base metal, and deterioration of the connection plates. The bolts of the arm to pole connection shall be inspected for tightness and condition. Check the pole for external corrosion, impact damage, rust through perforation, deflection, distortion, or cracking. Closely inspect pole for corrosion near the base plate, especially if mounted on a grout bed. Check welds of the pole to base plate connection for cracks. Inspect base plate for section loss or deformation. Inspect mast arm anchor bolts for any corrosion or bending, and for loose or missing nuts.

Upon discovery of any buckles or significant structural defects (loose or missing nuts, severe corrosion or dents, cracks in welds, plate or structure, etc.), immediately notify the DEPARTMENT.

## 3. PAVEMENT MARKINGS

Inspect pavement markings and replace as necessary to insure proper motorist and pedestrian guidance. Insure that stop bars, symbols and crosswalks are in good condition. Insure lane, edge and center lines, and reflectors, provide clear delineation for motorists during daytime and nighttime.



## REQUEST FOR COUNCIL ACTION

**To: Mayor and Council**

**CC: Frank Mackaman, Interim City Manager**

**From: Economic Development Department and Economic Development Advisory Committee (EDAC)**

**AGENDA ITEM: PEDIF Loan Agreement with Big R of Pekin retailer**

**AGENDA DATE REQUESTED: June 13<sup>th</sup>, 2011**

**ACTION REQUESTED: \$225,000.00 PEDIF loan**

**DESCRIPTION:** Approval by Mayor and Council for a Pekin Economic Development Investment Fund (PEDIF) loan agreement for terms in repayment of \$225,000 loan to Big R, a new business locating in Pekin based on the following due diligence process, terms and conditions in the loan agreement and recommendation from our Economic Development Advisory Committee (EDAC) to submit the loan agreement to City Council.

### **Background:**

Pekin Economic Development Investment Fund (PEDIF)

**Due Diligence.** The most basic requirement to implement PEDIF investments successfully is this: design and put into place a process of due diligence that will assure, to the extent possible, that investments in economic development meet stated objectives. We recommend that "due diligence" consist of the following elements:

- 1. Establish an economic development team** tailored to each economic development project or lead. The team should consist of selected City staff, the Mayor, and legal counsel plus, when appropriate, representatives from the EDAC, the Peoria Area EDC, DCEO, the Chamber of Commerce, or consultants. The team would look at each deal in terms of the factors listed below.
- 2. Legal assessment** to ensure that agreements meet federal, state, and local laws and regulations. This assessment may require outside legal advice.
- 3. Economic impact assessment** will evaluate the return to the community in terms of jobs created, expansion of the tax base, contribution to a diversified employment base, etc.
- 4. Business plan assessment** to include a business's financials, capitalization, cash-flow, track record in other communities, management structure, etc.
- 5. Budget impact** in terms of the capacity of PEDIF to assist.

The due diligence process included the completion of a developer's proposal document which provides specific information to determine if the project meets the City's needs and requirements and provides the necessary information to prepare a formal developer's. The developer's proposal includes project description, development experience, references, financial capacity, physical description, and return on investment along with expectations of the City from the developer. This information has been reviewed by the City staff, City legal counsel and the EDAC. The financials have been reviewed by Jim Wolf and EDAC Chair Andy Sparks.

**Loan Agreement:**

The recommended loan to Big R of Pekin is consistent with the language used in the previous Dome agreement and meets the objective of the PEDIF and has the following terms:

1. City would loan Developer \$225,000.00 from the PEDIF (established at \$2M from General Fund reserves) at 3 1/2% interest to be paid back in three (3) annual payments of \$83,147.11.
2. Any Sales tax growth above the baseline in a completed City fiscal year in which the loan payment is due will be calculated and refunded after annual loan payment is made. The baseline for Sales Tax has been established at \$78,750 (\$3,500,000/year in sales at 2.25%), and the net shall be the amount of credit to be refunded. *Example: City Loan payment due June 1, 2013 = \$83,147.11. Assume Sales tax revenue received 5/1/13 = \$112,500 (\$5,000,000 @ 2.25%); \$112,500 less \$78,750 = \$33,750 refunded to Big R of Pekin.*
3. The City receives personal guarantee from property owner Illiana Realty, LLC. The property is leased to Eastern Big R Stores, Inc. doing business as Big R of Pekin. Illiana Realty is owned by Gerry Gibbs who is one of three owners in Eastern Big R Stores.

The EDAC has reviewed the developer's proposal, the loan agreement and met face to face with Jerald Sherman (one of the business owners) to understand the project and return on investment for the City of Pekin. The EDAC recommends the loan agreement to City Council with a unanimous vote.

**FINANCIAL IMPACT:** \$225,000.00 loan from \$2,000,000 available from PEDIF in FY2012  
**NOTE:** \$400,000 loan to Cuattro due on June 30, 2011; loan guarantee (no expenditure of funds) of \$17,700 to Century Railroad Builders to expire September 2014.

**NEIGHBORHOOD CONCERNS:** NA

**IMPACT IF APPROVED:** Attracts a new retailer to Pekin and central Illinois with a return of sales tax dollars, job retention and creation and fills a large big box in our retail corridor.

**IMPACT IF DENIED:** Big R would have to restructure their financing to make the project feasible

**ALTERNATIVES:**

**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.]

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

**REQUIRED SIGNATURES**

**Department Director:**

Date:

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

Date:

**Corporation Counsel:**

Date:

**City Manager:**

Date:



Thank you for investing your time, energy and resources in looking to locate or expand your development in the City of Pekin. Our City welcomes developers to submit proposals and look forward to working with you to enhance our community through your development. In those cases when a developer requests significant assistance (e.g., funding or infrastructure improvements) from the City, we may ask the developer to prepare what we call a **Developer's Proposal**.

The purpose of this document is to provide the City with enough specific information in order to determine if the project meets the City's needs and requirements. In other words, the **Proposal** helps us decide if the City's investment would be prudent.

The **Proposal** also provides the information necessary for the City to prepare a formal **Developer's Agreement**, the legally binding document governing the project.

A **Developer's Proposal** should include the elements listed below. Some may not be applicable to every project—we will work with you to modify the **Proposal** appropriately.



## **1.0 Project Description**

Purchase of the former Wal-Mart / Sears site which is located at 3315 Court Street, Pekin, IL 61554. This property is a 114,778 square feet retail designed building with 8.47 acres of surrounding land for parking and access. The purchase price is \$1,750,000 with an anticipated finished cost of \$2,343,000. The real estate will be purchased by Illiana Realty LLC and leased to Eastern Big R Stores, Inc. doing business as Big R of Pekin. The closing date for this real estate transaction is expected to close no later than April 15, 2011. Big R will take immediate possession of the property to start the remodel and renovation process. Big R anticipates opening for business no later than July 31, 2011. Eastern Big R Stores, Inc. anticipates investing approximately \$3,295,000 in inventory, information system and display shelving fixtures and equipment.



## **2.0 Relevant Development Experience**

### **2.1 Contact information for principals**

Jerry L. Gibbs, CEO  
Address: Big R Stores  
200 N. Ernest Grove Parkway  
Watseka, IL 60970  
Office: 815-432-3440 x 1009  
Cell: 815.383.0657  
Email: jgibbs@bigr.com

Jerald Sherman, CFO  
Address: Big R Stores  
200 N. Ernest Grove Parkway  
Watseka, IL 60970  
Office: 815-432-3440 x 1009  
Cell: 815-383-5466  
Email: jsherman@bigr.com



James E. Ensminger, Director of Purchasing  
Address: Big R Stores  
200 N. Ernest Grove Parkway  
Watseka, IL 60970  
Office: 815-432-3440 x 1009  
Cell: 815.383.9466  
Email: eensminger@bigr.com

Big R (registered trademark) opened its first retail store in Watseka, Illinois on December 10, 1965 (45 years) and presently operates at 12 locations in Illinois and Indiana. Jerry L. Gibbs has been the majority owner and CEO for 38 years. Illiana Realty LLC is owned 100% by Jerry L. Gibbs. Eastern Big R Stores, Inc. is 90% owned by President & CEO Jerry L. Gibbs, 10% owned by CFO Jerald L. Sherman and 10% owned by Director of Purchasing James E. Ensminger. All communications may be directed to Big R's corporate office at: 200 N. Ernest Grove Parkway, Watseka, Illinois 60970. Recent successful developments include:

Morris IL (former Wal-Mart), 90,000 sft building, opened May, 2002  
Warsaw, IN (former Wal-Mart), 115,000 sft building, opened May, 2004  
Wabash, IN (former Wal-Mart), 98,000 sft building, opened August, 2008  
Crawfordsville, IN (former Wal-Mart), 112,000 sft building, opened November, 2008  
Michigan City, IN (former Wal-Mart), 116,000 sft building, opened August, 2009  
Marion, IN (former Home Depot), 118,000 sft building, opened November, 2009

#### 2.4 Client references (include other local government projects when possible)

We received \$250,000 (TIF Loan) from the City of Morris for our redevelopment project on a former Wal-Mart. It carried interest at 5% and was a junior mortgage to the prime lender. We were required to produce sales of \$5,000,000 per year. For each year we hit the sales goal then \$50,000 principal and all interest was abated. As you can see below, the GEDC will be glad to provide references if needed.

Grundy Economic Development Council  
Nancy Norton Ammer, CEO  
112 E. Washington Street  
Morris, IL 60450  
Phone: 815-942-0163  
[www.gedc.com](http://www.gedc.com)



### 3.0 Financial Capacity

#### 3.1 Identify developer(s), including all joint venture or limited partners and percentage of interest, if applicable

Illiana Realty LLC is owned 100% by Jerry L. Gibbs. Eastern Big R Stores, Inc. is 90% owned by President & CEO Jerry L. Gibbs, 10% owned by CFO Jerald L. Sherman and 10% owned by Director of Purchasing James E. Ensminger.

The Illiana Realty LLC purchase contract with the Seller of the Pekin, IL real estate is a seller financed transaction. Prior to the closing of this real estate transaction, Illiana Realty LLC will have paid \$250,000 as a down payment to the Seller. The Seller has agreed to finance the balance due of \$1,500,000. Eastern Big R Stores, Inc. is financed by the Old National Bank (Danville, IL division) which is in the process of considering business line of credit increases for inventory and equipment purchases.

#### 3.2 Provide two most recently audited financial statements or tax returns (if you do not have audited financials) – Eastern Big R Stores corporation

See attached – Exhibit A, 2009 Financial Review Statements  
Exhibit B, 2010 Financial Review Statements

3.3 Supply commitment letters from financial institutions – provide credit of worthiness from Old National Bank. Finance terms and conditions from Benedict Silverman are defined in the purchase agreement.

See attached – Exhibit C, Letter from Old National Bank  
Exhibit D, Real Estate Mortgage agreement  
Exhibit E, Construction loan agreement

### **Financial Capacity:**



## **4.0 Budgets**

### 4.1 Estimates for project completion by phase (if phased)

|                               |                    |
|-------------------------------|--------------------|
| <b>Big R of Pekin</b>         |                    |
| <b>Estimated Project Cost</b> |                    |
|                               |                    |
|                               |                    |
| <b>Property</b>               |                    |
| Purchase of Real Estate       | \$1,750,000        |
| Exterior Sealing & Painting   | \$28,000           |
| Interior Painting             | \$10,000           |
| Roof Replacement              | \$250,000          |
| Parking Lot Resurface         | \$45,000           |
| HVAC Upgrade                  | \$110,000          |
| Exterior Signs                | \$90,000           |
| Floor Grinding / Upgrade      | \$60,000           |
| <b>Total</b>                  | <b>\$2,343,000</b> |
|                               |                    |
|                               |                    |
| <b>Retail Store</b>           |                    |
| Merchandise Inventory         | \$3,000,000        |
| Display Shelving / Check Outs | \$200,000          |
| Information System            | \$55,000           |
| Pallet Racking                | \$18,000           |
| Forktruck                     | \$22,000           |
| <b>Total</b>                  | <b>\$3,295,000</b> |



## **5.0 Physical Description**

### 5.1 Construction plan/timeline

The closing date for this real estate transaction is expected to closed no later than April 15, 2011. Big R will take immediate possession of the property to start the remodel and renovation process. Big R anticipates opening for business no later than July 31, 2011.

5.2 Plats – provided to City on 3/22/2011

5.3 Site plan – provided to City of 3/22/2011

5.4 Architectural renderings (if available) – signage, provided to City 3/22/2011

5.5 Impact on existing infrastructure (e.g., parking, street traffic, sewers) – information on outdoor storage area – site plan with outdoor storage area submitted to Ron Sieh on 4/19/2011 and will be on Planning & Zoning agenda for Wednesday May 11 6:30pm

5.6 Relationship to contiguous property – 2 acre parcel, purchase agreement defines terms/conditions and use of cross parking easement and access.



## 6.0 Return on Investment

6.1 Estimates for both the current property value and the completed development value, showing land values separately (provide square foot subtotals for each land use type) – property was seller financed, no appraisal completed. Big R has purchased other former Wal-Mart properties therefore knowledgeable on market price and condition.

### 6.2 Sales tax revenue projections

| <b>Big R of Pekin</b>           |                            |
|---------------------------------|----------------------------|
| <b>Estimated Sales Tax</b>      |                            |
|                                 |                            |
| City of Pekin Sales Tax Rate:   | 8%                         |
| Breakdown of 8%:                |                            |
| State 5.25%                     |                            |
| Municipal 1%                    |                            |
| Home Rule 1.25%                 |                            |
| Total City of Pekin Sales Tax = | 2.25%                      |
|                                 |                            |
| <b>Sales</b>                    | <b>Sales x 2.25% Total</b> |
| 5 million in sales              | \$112,500                  |
| 6 million in sales              | \$135,000                  |
| 7 million in sales              | \$157,500                  |

6.3 Property tax revenue projections – property tax information not currently listed on Tazewell County Assessors website, please provide copy of tax bill

See attached - Exhibit F, Property Tax bill

#### 6.4 Job creation projections:

| PEKIN JOB CLASSIFICATIONS |            |             |
|---------------------------|------------|-------------|
| JOB CLASS                 | STAFF<br># | PAY<br>RATE |
| STORE MANAGER             | 1          | 50,000.00   |
| ASST STORE MGR            | 1          | 35,000.00   |
| RECEIVING SUPERVISOR      | 2          | 11.00       |
| OFFICE MANAGER            | 2          | 10.00       |
| CASHIERS                  | 14         | 9.00        |
| CARRY OUT                 | 6          | 9.00        |
| DEPT. HEADS               | 10         | 11.00       |
| MERCH. MANAGER            | 2          | 11.00       |
| CUSTODIAN                 | 1          | 9.50        |
| HARD. SALES CLERK         | 7          | 10.00       |
| SOFT. SALES CLERK         | 6          | 10.00       |
| SHOP TECHNICIAN           | 1          | 12.00       |
| NIGHT SUPERVISOR          | 1          | 12.00       |
| TOTAL NUMBER OF E/E       | 54         |             |

#### **Community Benefit:**

Big R expects its sales to be at least \$7,000,000 for the first full 12 months of operation. At the end of 3 years the sales level is expected to be at least \$9,000,000 annually. Full time local jobs created is expected to be at 48 and also approximately 10 part time jobs created. Big R takes pride in the communities we do business and significantly contributes to the local community and surrounding area with volunteer and significant financial assistance. Big R operates as a locally owned business. Big R has developed a successful business model to acquire used 2<sup>nd</sup> generation retail property and bring new life into that location and thus eliminating an unwanted vacant property not contributing to the local economy.



#### **7.0 Expectations of City**

##### **7.1 Infrastructure improvements**

##### **7.2 Zoning/Code accommodations**

7.3 Financial incentives - \$225,000 loan with term/conditions to be provided after the Big R company financial capacity information is reviewed by the City of Pekin Economic Development team (Economic Development Director, City Manager and City legal counsel). The City of Pekin will provide the first developers agreement draft to the owners.

See attached – Exhibit G, City of Pekin Loan agreement



#### **Contact**

Leigh Ann Matthews  
Economic Development Director  
City of Pekin  
111 South Capitol Street  
Pekin IL 61554  
Phone: 309.477.2300  
Cell: 309.657.0080  
e-mail: [lamatthews@ci.pekin.il.us](mailto:lamatthews@ci.pekin.il.us)

**REVISED 5/26/11**  
**CITY OF PEKIN / EASTERN BIG R STORES, INC.**  
**LOAN AGREEMENT**

This Loan Agreement ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between the City of Pekin, Illinois, a municipal corporation (hereinafter referred to as the "City"), and Eastern Big R Stores, Inc. an Illinois limited liability company (hereinafter referred to as the "Developer").

**RECITALS**

**WHEREAS**, the City and Developer have interest in redevelopment of an 8.47acre parcel of property located at 3315 Court Street (the "Project"); and

**WHEREAS**, to facilitate the purchase and the redevelopment of the Project and in furtherance of Developer's other contractual interests, the City agreed to provide certain assistance as set forth in the Agreement, including providing a Loan to the Developer for purposes of acquiring and improving the facilities on the Project Site and applying certain tax increments to the repayment of the Loan; and

**WHEREAS**, the City is a home rule municipality as described in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and, as such, may exercise any power and function pertaining to its government and its affairs; and

**WHEREAS**, pursuant to its home rule power, the City proposes to promote the further development of the Project and believes it in the best interest of the citizens of the City to enter into this Agreement.

**WHEREAS**, without the assistance of the City as set forth in this Agreement, the Developer would not undertake the Project, and

**NOW, THEREFORE**, in consideration of the premises and mutual obligations of the parties hereto, the parties agree as follows:

1. The City shall loan the Developer \$225,000 from the City's PEDIF Fund at 3 1/2% interest to be paid back in three (3) annual payments. The Loan shall be repaid in annual installments as shown on Exhibit A attached hereto and incorporated herein by this reference and shall be paid in full on or before June 1, 2015. The first annual payment shall be made on or before June 1, 2013, per the attached repayment schedule, the "City Loan".

2. There shall be no prepayment penalty on early repayment of loan. In addition, should the business operation be terminated for a period in excess of 60 days, at any time during the life of this agreement, the City shall have the option of declaring all balances immediately due and payable on the City Loan to the Developer.

3. Increased Sales Tax in the City of Pekin will be "credited" against the annual payments as follows:

- a. Any Sales tax growth above the baseline, as hereinafter defined, in a completed fiscal year in which the loan payment is due, shall be credited and refunded after payment of the annual payment due. For purposes of this agreement, the actual Sales Tax Revenue for the fiscal year shall be utilized, less the base amount of \$78,750 (\$3,500,000/year in sales at 2.25%), and the net shall be the amount of credit to be refunded

*[Example: City Loan payment due June 1, 2013 = \$83,147.11. Assume Sales tax revenue received 5/1/13 = \$112,500 (\$5,000,000 @ 2.25%); \$112,500 less \$78,750 = \$33,750 refunded to Big R of Pekin.]*

- b. *The maximum annual amount of Sales Tax that can be "refunded" is \$83,147.11, in each of the three years of the loan.*
- c. The City shall receive the Sales tax reports filed with the appropriate taxing body's treasurer and provided by the Developer.
- d. Any credit due to Developer, under the above calculations, shall be paid within thirty (30) days of receipt of payment by developer, or as soon thereafter as accurate and complete sales tax revenues are available.



4. This City Loan is contingent upon the Developer having proof of all financing in place necessary to close the property and having executed an asset purchase agreement with the present owner. No payments under this agreement shall be made until such time as the Developer has closed on the asset purchase agreement and the real estate has been acquired.

5. The Developer shall provide to the City, the following: a) a promissory note as on attached Exhibit "B", incorporated herein by reference; b) a second mortgage on the project, as shown on attached Exhibit "C", incorporated herein by reference; c) and personal guarantees, as shown on attached Exhibit D, incorporated herein by reference.

6. The Developer has submitted a business plan, including financial information to the City, and said plan shall be reviewed and approved by the City Manager, prior to any obligation of the City under this agreement.

7. Developer agrees not to protest real estate tax valuations without the consent of the City, which said consent shall not be unreasonably be withheld. The above shall not prohibit a protest this year based upon a significant difference between the purchase price and the current assessed valuation and the continuance of the current protest and appeal.

8. 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 Developer.

9. Neither this agreement, nor the Project, nor any property included in the Project may be assigned without the express written consent of the City.

10. Notices of demand hereunder shall be in writing and shall be served (a) by personal delivery; or (b) by certified mail, return receipt requested to the City Clerk, City Hall, 111 South Capitol Street, Pekin, Illinois 61554 (with copies to the City Attorney), or to the Developer \_\_\_\_\_, Attn: \_\_\_\_\_ or to the last known address of either party or to the address provided by any assignee if such address has been given in writing. In the event said notice is mailed, the date of service of such notice shall be deemed to be two (2) business days after the date of delivery of said notice to the United States Post Office.

11. If any provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby.

12. The City and the Developer agrees that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required by the parties hereto, for carrying out the intention of or facilitating the performance of this Agreement.

13. The City's agreement to provide the loan, on terms previously stated, is valid and effective until December 31, 2011. If Developer conditions have not been met by then, and the funds transferred, the City's commitment shall terminate, effective that date.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and caused their respective seals to be affixed and attested thereto of the date first above written.

CITY OF PEKIN, ILLINOIS,  
an Illinois Municipal Corporation

By: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

Eastern Big R Stores, Inc.  
an Illinois limited liability company

By: \_\_\_\_\_

\_\_\_\_\_

**EXHIBIT A**

**LOAN REPAYMENT SCHEDULE (No Sales Tax Gain)**

| <u>Date</u> | <u>Payment</u> | <u>Interest</u> | <u>Principal</u> | <u>Balance</u> |
|-------------|----------------|-----------------|------------------|----------------|
| 6/1/2013    | \$83,147.11    | 15,990.63       | 67,156.48        | 166,294.22     |
| 6/1/2014    | \$83,147.11    | 5,601.25        | 77,545.86        | 83,147.11      |
| 6/1/2015    | \$83,147.11    | 2,849.45        | 80,297.66        | 0              |
| TOTALS      | \$249,441.33   | 24,441.33       | \$225,000.00     |                |

First Annual Payment is due Before June 1, 2013

Second Annual Payment is due Before June 1, 2014

Third Annual Payment is due Before June 1, 2015

**EXHIBIT B**

**PROMISSORY NOTE**

\$225,000.00

\_\_\_\_\_, 2010

FOR VALUE RECEIVED, the undersigned Eastern Big R Stores, Inc. ("Maker") promises to pay to the order of City of Pekin, 111 S. Capitol St., Pekin, IL 61554, or at such other place or places as the holder of this Note may from time to time designate, the principal sum of TWO HUNDRED TWENTY-FIVE THOUSAND (\$225,000.00) and no/100 DOLLARS, payable as follows:

| <u>Date</u> | <u>Payment</u> | <u>Interest</u> | <u>Principal</u> | <u>Balance</u> |
|-------------|----------------|-----------------|------------------|----------------|
| 6/1/2013    | \$83,147.11    | 15,990.63       | 67,156.48        | 166,294.22     |
| 6/1/2014    | \$83,147.11    | 5,601.25        | 77,545.86        | 83,147.11      |
| 6/1/2015    | \$83,147.11    | 2,849.45        | 80,297.66        | 0              |
| TOTALS      | \$249,441.33   | 24,441.33       | \$225,000.00     |                |

Interest shall be payable at the rate of 3.5% per annum and shall be payable annually for the period of three (3) years hereafter. The first annual payment shall be due on June 1, 2013 and continue on a annual basis thereafter for a total three annual payments

The Maker reserves the right to prepay any or all of the principal at anytime without any prepayment penalty.

Upon any default in any payment to be made herein and after expiration of a 10 day cure period, the entire balance then due may, at the option of the holder hereof, become immediately due and payable with notice, and on any such default, the principal then remaining unpaid with accrued interest shall bear interest at the rate of 3.5% per annum while such default exists.

No extension of the time of payment with or without Maker's knowledge, by receipt of interest or otherwise, shall release the undersigned from the obligation of payment. The undersigned expressly waive protest, presentment for payment and notice of dishonor, and agree to pay a reasonable attorney's fee if this Note is placed in the hands of an attorney for collection.

Eastern Big R Stores, Inc.

By: \_\_\_\_\_

**EXHIBIT C**

**MORTGAGE**

PREPARED BY: )  
Burt L. Dancey )  
Elliff, Keyser, Oberle )  
& Dancey, P.C. )  
PO Box 873 )  
Pekin, IL 61555-0873 )  
)  
)

**MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on the \_\_\_\_\_ day of \_\_\_\_\_, 2015. The mortgagor is ILLIANA REALTY LLC. ("Borrower"). This security instrument is given to the City of Pekin ("Lender"). Borrower owes Lender the principal sum of TWO HUNDRED TWENTY-FIVE THOUSAND (\$225,000.00) (U.S. \$225,000.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for annual payments, in the amount of, EIGHTY THREE THOUSAND ONE HUNDRED FOURTY SEVEN DOLLARS AND ELEVEN CENTS (\$83,147.11) with an interest rate of 3 1/2 % (three and one-half Percent) per annum, payable Annually, with the full debt, it not paid earlier, due and payable on, June 1, 2015. This Security Installment secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage to Lender the following described property located in TAZEWELL County, Illinois:

**See attached legal description**

**Section 7 T24N R4W, Walmart's 1<sup>st</sup> Addition Lot 1 NW 7.89 acres**

**Tax I.D. No.: 11-11-07-107-003**

11-11-07-107-004  
11-11-07-107-014

**Commonly known as: 3315 Court Street, Pekin, Illinois.**

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and all permanent fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
2. [Intentionally deleted.]
3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraph 1 shall be applied: first, to interest due; second, to principal due; and last, to any late charges due under the Note.
4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower:(a) agrees in writing to the payment of the obligation secured by the



lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Installment, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender reasonably requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the annual payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property within sixty days after the execution of this Security Instrument. Borrower shall not destroy, damage or impair the property, allow the property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorney's fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. [Intentionally deleted.]

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the annual payments referred to in paragraph 1 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that

Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. **Transfer of the Property or a Beneficial Interest In Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a change in the majority interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Notwithstanding the foregoing, Lender understands and acknowledges that Borrower may sell certain parcels of the Property ("Out Lots"), which will not be cause to demand immediate payment in full of all sums

secured by this Security Instrument. Further, Lender and Borrower each agree to use their best efforts to negotiate the application of such proceeds.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. [Intentionally deleted.]

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on or in the Property except in accordance with applicable laws. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal commercial uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is



necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

ILLIANA REALTY, LLC

By \_\_\_\_\_



STATE OF ILLINOIS )  
SS)  
COUNTY OF \_\_\_\_\_)

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that \_\_\_\_\_, is the authorized member of ILLIANA REALTY, LLC, personally appeared before me and is(are) known or proved to me to be the person(s) who, being' informed of the contents to the foregoing instrument, have executed same, and acknowledged said instrument to be the free and voluntary act and deed of Eastern Big R Stores, Inc. and that the executed said instrument for the purposes and uses therein set forth.

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

## EXHIBIT D

### CORPORATE GUARANTEE

| GUARANTOR NAME AND ADDRESS            | LENDER NAME AND ADDRESS                                | NUMBER                                          |
|---------------------------------------|--------------------------------------------------------|-------------------------------------------------|
| ILLIANA REALTY, LLC<br>_____<br>_____ | CITY OF PEKIN<br>111 S. CAPITOL ST.<br>PEKIN, IL 61554 | Amount: 100% of indebtedness<br><br>Date: _____ |

### GUARANTY

DATE. The date of this Guaranty is \_\_\_\_\_.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and to induce Lender (with its participants, successors and assigns), at its option, at any time or from time to time to make loans or extend other accommodations to or for the account of **ILLIANA REALTY, LLC.** (Borrower) or to engage in any other transactions with Borrower, the Guarantor hereby absolutely and unconditionally guarantees to the Lender the full and prompt payment when due, whether at maturity or earlier by reason of acceleration or otherwise, of the debts, liabilities and obligations described as follows:

#### INDEBTEDNESS.

**Specific Debts.** The Guarantor guarantees to Lender the payment and performance of the debt, liability or obligation of Borrower to Lender evidenced by or arising out of the following: \$225,000.00 from the City of Pekin, to Eastern Big R Stores, Inc., as evidenced by a Note of even date herewith and any extensions, modifications, renewals or replacements thereof (Indebtedness).

**Exclusions.** Guarantor=s liability will not exceed **100%** of the Indebtedness, plus accrued interest on the principal outstanding and all other costs, attorneys fees, and expenses agreed to be paid under all agreements evidencing the Indebtedness and securing the payment of the Indebtedness. Guarantor shall be liable for all attorneys= fees, collection costs and enforcement expenses referable to the enforcement or protection of Lender=s rights and remedies under this Guaranty.

#### SECURITY.

The Guaranty is unsecured.

#### ADDITIONAL PROVISIONS.

The Guarantor further acknowledges and agrees with Lender that:

1. No act or thing need occur to establish the liability of the Guarantor hereunder, and no act or thing, except full payment and discharge of all indebtedness, shall in any way exonerate the Guarantor or modify, reduce, limit or release the liability of the Guarantor hereunder.

2. This is an absolute, unconditional and continuing Guaranty of payment of the Indebtedness and will continue to be enforceable against the Guarantor, whether or not all Indebtedness is paid in full, until this Guaranty is revoked by written notice actually received by the Lender. Any revocation shall not be effective as to any Indebtedness existing or committed to at the time of actual receipt of notice by the Lender, or as to any renewals, extensions and refinancings thereof. The Guarantor represents and warrants to the Lender that the Guarantor has a direct and substantial economic interest in Borrower and expects to derive substantial benefits therefrom and from

any loans and financial accommodations resulting from the creation of Indebtedness guaranteed hereby, and that this Guaranty is given for a business purpose. The Guarantor agrees to rely exclusively on its right to revoke this Guaranty prospectively as to future transactions, by written notice actually received by Lender if at any time, the benefits then being received by the Guarantor in connection with this Guaranty are not sufficient to warrant its continuance as a Guarantor as to future Indebtedness. Accordingly, the Lender may rely conclusively on a continuing warranty, hereby made, that the Guarantor continues to be benefitted by this Guaranty and that the Lender has no duty to inquire into or confirm the receipt of any benefits, and that this Guaranty will be enforceable without regard to the receipt, nature or value of any such benefits.

3. If the Guarantor is dissolved or becomes insolvent, however defined, or revoked this Guaranty, then the Lender has the right to declare the full amount of all Indebtedness immediately due and payable, and the Guarantor will forthwith pay the Lender. If the Guarantor voluntarily commences or there is commenced involuntarily against the Guarantor a case under the United States Bankruptcy Code, the full amount of all Indebtedness, whether due and payable or unmatured, will become immediately due and payable without demand or notice thereof.

4. Indebtedness may be created and continued in any amount, whether or not in excess of such principal amount, without affecting or impairing the liability of the Guarantor hereunder. The Lender may apply any sums received by or available to the Lender on account of the Indebtedness from Borrower or any other person (except the Guarantor), from their properties, out of any collateral security or from any other source to payment of the excess. Such application of receipts will not reduce, affect or impair the liability of the Guarantor hereunder. If the liability of the Guarantor is limited pursuant to this paragraph 4, any payment made by the Guarantor under this Guaranty will be effective to reduce or discharge its liability only if accompanied by a written transmitted document, received by the Lender, advising that such payment is made under this Guaranty for that purpose.

5. The Guarantor will pay or reimburse the Lender for all costs and expenses (including reasonable attorneys' fees and legal expenses) incurred by the Lender in connection with the protection, defense or enforcement of this Guaranty in any litigation or bankruptcy or insolvency proceedings.

6. Whether or not any existing relationship between the Guarantor and Borrower has been changed or ended and whether or not this Guaranty has been revoked, the Lender may, but shall not be obligated to, enter into transactions resulting in the creation or continuance of Indebtedness, without any consent or approval by the Guarantor and without notice to the Guarantor. The liability of the Guarantor will not be affected or impaired by any of the following acts or things (which the Lender is expressly authorized to do, omit or suffer from time to time, both before and after revocation of this Guaranty, without notice to or approval by the Guarantor): (i) any acceptance of collateral security, Guarantor's, accommodation parties or sureties for any or all Indebtedness; (ii) any one or more extensions or renewals of Indebtedness (whether or not for longer than the original period) or any modification of the interest rates, maturities or other contractual terms applicable to any Indebtedness; (iii) any waiver adjustment, forbearance, compromise or indulgence granted to Borrower, any delay or lack of diligence in the enforcement of Indebtedness, or any failure to institute proceedings, file a claim, give any required notices or otherwise protect any Indebtedness; (iv) any full or partial release of, settlement with, or agreement not to sue, Borrower or any other Guarantor or other person liable in respect of any Indebtedness; (v) any discharge of any evidence of Indebtedness or the acceptance of any instrument in renewal thereof or substitution therefor; (vi) any failure to obtain collateral security (including rights of setoff) for Indebtedness, or to see to the proper or sufficient creation and perfection thereof, or to establish the priority thereof, or to protect, insure, or enforce any collateral security; or any release, modification, substitution, discharge, impairment, deterioration, waste, or loss of any collateral security; (vii) any foreclosure or enforcement of any collateral security; (viii) any transfer or any Indebtedness or any evidence thereof; (ix) any order of application of any payments or credits upon Indebtedness; (x) any election by the Lender under § 1111(b)(2) of the United States Bankruptcy Code.

7. The Guarantor waives any and all defenses, claims and discharges of Borrower, or any other obligor, pertaining to Indebtedness, except the defense of discharge by payment in full. Without limiting the generality of the foregoing, the Guarantor will not assert, plead or enforce against the Lender any defense of waiver, release,

estoppel, statute of limitations, res judicata, statute of frauds, fraud, forgery, incapacity, minority, usury, illegality or unenforceability which may be available to Borrower or any other person liable in respect of any Indebtedness, or any setoff available against the Lender to Borrower or any such other person, whether or not on account of a related transaction. The Guarantor expressly agrees that the Guarantor will be liable, to the fullest extent permitted by applicable law, for any deficiency remaining after foreclosure of any mortgage or security interest securing Indebtedness, whether or not the liability of Borrower or any other obligor for such deficiency is discharged pursuant to statute or judicial decision. The Guarantor shall remain obligated, to the fullest extent permitted by law, to pay such amounts as though Borrower=s obligations had not been discharged.

8. The Guarantor further agree(s) that Guarantor will be obligated to pay Indebtedness even though any other person obligated to pay Indebtedness, including Borrower, has such obligation discharged in bankruptcy or otherwise discharged by law. AIndebtedness@ shall include post-bankruptcy position interest and attorneys= fees and any other amounts which Borrower is discharged from paying or which do not accrue to Indebtedness due to Borrower=s discharge, and Guarantor will be obligated to pay such amounts as fully as if Borrower=s obligations had not been discharged.

9. If any payment applied by the Lender to Indebtedness is thereafter set aside, recovered, rescinded or required to be returned for any reason (including, without limitation, the bankruptcy, insolvency or reorganization of Borrower or any other obligor), the Indebtedness to which such payment was applied will for the purposes of this Guaranty be deemed to have continued in existence, notwithstanding such application, and this Guaranty will be enforceable as to such Indebtedness as fully as if such application had never been made.

10. Until the obligations of Borrower to Lender have been paid in full, the Guarantor waives any claim, remedy or other right which the Guarantor may now have or hereafter acquire against Borrower or any other person obligated to pay Indebtedness arising out of the creation or performance of the Guarantor=s obligation under this Guaranty, including, without limitation, any right of subrogation, contribution, reimbursement, indemnification, exoneration or any right to participate in any claim or remedy the Guarantor may have against the Borrower, collateral, or other party obligated for Borrower=s debt, whether or not such claim remedy, or right arises in equity, or under contract, statute or common law.

11. The Guarantor waives presentment, demand for payment, notice of dishonor or nonpayment, and protest of any instrument evidencing Indebtedness. The Lender will not be required first to resort for payment of the Indebtedness to Borrower or other persons or their properties, or first to enforce, realize upon or exhaust any collateral security for Indebtedness, before enforcing this Guaranty.

12. The liability of the Guarantor under this Guaranty is in addition to and is cumulative with all other liabilities of the Guarantor to the Lender as Guarantor or otherwise, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides the contrary.

13. To induce Lender to enter into the Loan, Guarantor makes these representations and warranties for as long as Guaranty is in effect. Guarantor is duly organized, validly existing and in good standing under the laws in the jurisdiction where Guarantor was organized and is duly qualified, validly existing and in good standing in all jurisdictions in which Guarantor operates or Guarantor owns or leases property. Guarantor has the power and authority to enter into this transaction and to carry on Guarantor=s business or activity as now conducted. The execution, delivery and performance of this Guaranty and the obligation evidenced by this Guaranty: are within Guarantor=s duly authorized powers; has received all necessary governmental approval; will not violate any provision of law or order of court or governmental agency; and will not violate any agreement to which Guarantor is a party or to which Guarantor is or any of Guarantor=s property is subject. Other than previously disclosed in writing to Lender, Guarantor has not changed Guarantor=s name or principal place of business within the last ten years and has not used any other trade or fictitious name. Without Lender=s prior written consent, Guarantor does not and will not use any other name and will preserve Guarantor=s existing name, trade names and franchises. Guarantor owns or leases all property that Guarantor needs to conduct Guarantor=s business and activities. All of Guarantor=s property is free and clear of all liens, security interests, encumbrances and other adverse claims and interests, except those Lender previously agreed to in writing. Guarantor is not violating any laws, regulations, rules,

orders, judgments or decrees applicable to Guarantor or Guarantor=s property, except for those that Guarantor is challenging in good faith through proper proceedings after providing adequate reserves to fully pay the claim and its challenge should Guarantor lose.

14. This Guaranty is effective upon delivery to the Lender, without further act, condition or acceptance by the Lender. It will be binding upon the Guarantor and the successors and assigns of the Guarantor and will inure to the benefit of the Lender and its participants, successors and assigns. Any invalidity or unenforceability of any provision or application of this Guaranty will not affect other lawful provisions and application hereof, and to this end the provisions of this Guaranty are declared to be severable. Except as allowed by the terms herein, this Guaranty may not be waived, modified, amended, terminated, released or otherwise changed except by a writing signed by the Guarantor and the Lender. This Guaranty shall be governed by the laws of the State of Illinois. The Guarantor waives notice of the Lender=s acceptance hereof.

SIGNATURES. By signing under seal, Guarantor agrees to the terms contained in this Guaranty. Guarantor also acknowledges, receipt or a copy of this Guaranty.

**GUARANTOR:**

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ILLIANA REALTY, LLC





## REQUEST FOR COUNCIL ACTION

**To: Mayor and Council**

**CC: Frank Mackaman, Interim City Manager**

**From: TIF Administrator – Central Business District TIF**

**AGENDA ITEM: TIF Façade Program for Hawaiian Sun at 357 Court Street**

**AGENDA DATE REQUESTED: May 23, 2011**

**ACTION REQUESTED: \$1,500.00**

**DESCRIPTION:** Approval by Mayor and Council to pay Hawaiian Sun property owner of 357 Court Street the eligible amount under the terms of the façade guidelines for the amount of \$1,500.00. Property owner, Robert Cupi is installing an awning across the front of the building. The eligible expenses total \$3,000.00. This program reimburses 1/2 of the cost up to \$12,500 (whichever is less). Pekin Main Street Design committee has reviewed the application and recommends to Council the approval of the TIF façade grant for the amount of \$1,500.00. City Inspections have been notified of this project and property owner will apply for permit when façade application is approved. All work will be inspected and dollars issued upon satisfactory completion.

**FINANCIAL IMPACT: \$1,500.00/\$150,000.00**

**NEIGHBORHOOD CONCERNS: NA**

**IMPACT IF APPROVED:** Allow property owner to enhance façade appearance with new awning .

**IMPACT IF DENIED:** Delays renovations due to overall business operational costs.

**ALTERNATIVES:**

**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.]**

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

**REQUIRED SIGNATURES**

**Department Director:** Leigh Ann Matthews 6/2/11



Date:

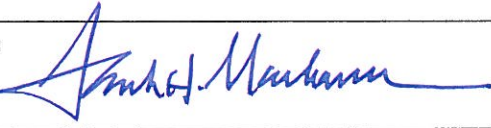
**Finance Department** (Certification of Availability of Funds):

Date: 6-2-11 

**Corporation Counsel:**

Date:

**City Manager:**

Date: 6.2.11 

# City of Pekin, Illinois Downtown Facade Revitalization Program

## APPLICATION REQUEST

Submit to: Steve Brown, City of Pekin, 111 S. Capital St., Pekin, IL 61554

1. Name of Applicant: ROBERT CUPI  
(If applicant is not owner, application must be accompanied by written consent of owner to participate in program)
2. Street Address: 357 Court Street PIN No. 04-04-34-434-014
3. Owner of Property (if different from applicant): ROBERT CUPI
4. Owner's Address: 13385 TOWNLINE - GREEN VALLEY Phone #: 309-348-3853
5. Phone No. of Applicant/Contact Person (if different from Owner): 309-346-2010
6. Is any portion of building leased? YES If so, please provide name and address of lessee: \_\_\_\_\_
7. Is the ground level floor space devoted to commercial purposes? yes
8. Briefly describe the type of business operation presently housed in building: Tanning Salon
9. What is approximate age of building? 1910
10. Is Owner of property currently participating in any other City business assistance program? NO
11. Are you aware of any historical or architectural significance associated with the building? NO  
If yes, please explain: \_\_\_\_\_
12. Please provide a description of your proposed project stating what you intend to accomplish and how the planned work will enhance building appearance:  
The building is very plain. I feel by adding a yellow awning to the front of the building will make it very eye catching. I chose a yellow awning with the address in blue. I feel yellow won't show fading

13. How soon after possible grant approval by the City would you begin your project? \_\_\_\_\_
14. Once started, how long would it take to complete? \_\_\_\_\_
15. What is the total cost of planned eligible work? \$ 3000
16. From what sources and in what amounts, other than the City, will the money for this project be drawn  
Please be specific:  
My personal money
17. Will the planned building renovation result in the creation of any new jobs? NO  
If yes, how many full-time and/or part-time positions will result? NO

Applicant(s) Signature: Sean Leary

Date: May 5, 11

Date: \_\_\_\_\_

**CITY USE ONLY**

The City of Pekin Main Street Design Committee:

\_\_\_\_\_ recommends \_\_\_\_\_ does not recommend approval to the City Council.

Date: \_\_\_\_\_ Chair Signature: Margaret Lonnay

Amount recommended: \$ \_\_\_\_\_ Conditions, if any: \_\_\_\_\_

City Council:

\_\_\_\_\_ approves \_\_\_\_\_ does not approve facade revitalization grant award.

Date: \_\_\_\_\_ Mayor's Signature: \_\_\_\_\_

Amount recommended: \$ \_\_\_\_\_ Conditions, if any: \_\_\_\_\_



# City of Pekin, Illinois

## Downtown Facade Revitalization Program

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### APPLICANT CERTIFICATION FORM

As Applicant(s) for participation in the City of Pekin's Downtown facade Revitalization Program,  
I/we acknowledge with following statements.

- ☒ To the best of my/our current knowledge, all information contained within the application is true and we hereby authorize the City of Pekin to verify any such information at its discretion.
- ☒ I/We have read and understand the Program Guidelines for Pekin Downtown facade Revitalization Program and agree to fully abide by said guidelines.
- ☒ I/We understand that my/our property must be located within the boundaries of the City of Pekin's Tax Increment Financing District (TIF) #1 in order to be eligible for program participation.
- ☒ I/We understand that a three (3) year contractual agreement will be signed with the City requiring prorated repayment of the City's financial injection in to the project in the event of: conversion of property to a not-commercial use; cessation of business operations; or, failure to properly maintain improvements to the property financed in part by the City.
- ☒ I/We have read and understand the Design Standards for the Pekin Downtown facade Program and agree to, the fullest extent feasible, perform all work on our property in compliance with these standards.
- ☒ I/We understand that my/our financial share of the total project's cost must all be expended, and appropriate project progress documented, prior to the injection of any City funds into the project.
- ☒ I/We understand the Owner/Applicant will be responsible for securing all required municipal permits and paying all associated fees prior to the onset of work.
- ☒ Due to a limitation on the amount of available program dollar funds, I/we understand that an eligible completed application is not necessarily a guarantee of project funding.
- ☐ I/We understand that the Owner of the property, if not the Applicant, must give written approval for project participation prior to approval.

- ☒ I/We understand that the subject property must have at least the ground level floor space devoted to commercial use to qualify for program participation.
- ☒ I/We understand that, barring the occurrence of unforeseen circumstances beyond the control of me/us a Applicant, I/we will be obligated to satisfactorily complete the work items (within the time frame cited) as listed in the application.
- ☐ I/We understand that upon submitting a completed application and building assessment report, approval and recommendation from Main Street Design committee, City Council will vote to pre-approve application and City funds will be distributed upon inspected project completion.

Applicant(s) Signature: \_\_\_\_\_

*Sean Leno*

Date: \_\_\_\_\_

*May 5, 11*

Date: \_\_\_\_\_

*Submit to: Steve Brown, City of Pekin, 111 S. Capital St., Pekin, IL 61554*

## City of Pekin, Illinois Downtown Facade Revitalization Program

### Required Attachments Along With Application Request

- |                                                                                                                                                                                          |                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Proof of building ownership.                                                                                                                         | <input checked="" type="checkbox"/> Current photographs of building showing all areas subject to improvement.                                                                         |
| <input checked="" type="checkbox"/> Concurrence of Owner to participate in program if Owner is not Applicant.                                                                            | <input checked="" type="checkbox"/> Drawings depicting exterior appearance of building following completion of project including lighting, signage, landscaping, etc., as applicable. |
| <input checked="" type="checkbox"/> Minimum of two (2) qualified bids for all program eligible work to be performed.                                                                     | <input checked="" type="checkbox"/> Executed Applicant/Owner Certification Form.                                                                                                      |
| <input type="checkbox"/> Copy of building assessment from licensed structural engineer (if required). Any building assessment costs are considered eligible project costs. <u>waived</u> | <input checked="" type="checkbox"/> Letter from Applicant/Owner expressing need for financial assistance.                                                                             |
| <input type="checkbox"/> Documentation of the existence of other funding sources in appropriate amounts with suggestion to use local financial institution.                              | <input checked="" type="checkbox"/> Summary sheet of project/s.                                                                                                                       |

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*Upon receiving a completed application and building assessment report, approval and recommendation from Main Street Design Committee, City Council will vote to pre-approve application and City funds will be distributed upon inspected project completion.*



Project Summary  
Hawaiian Sun Tanning  
357 Court Street

|            |           |
|------------|-----------|
| New Awning | \$2756.79 |
|------------|-----------|

|                    |           |
|--------------------|-----------|
| Total project Cost | \$2756.79 |
|--------------------|-----------|

|                           |                  |
|---------------------------|------------------|
| <b>Request from City:</b> | <b>\$1378.40</b> |
|---------------------------|------------------|

# Building Assessed

Parcel ID  
04-04-34-434-014

Parcel Address  
357 COURT ST

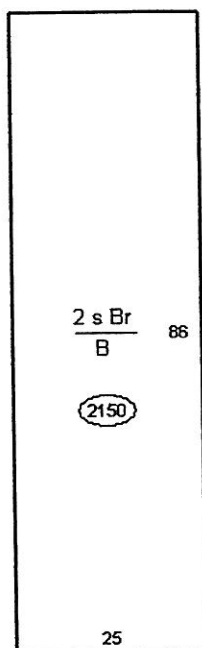
Data as of  
10/17/2010 5:04:00 AM

## Commercial

|                                                |       |                                             |        |                                 |                                       |                             |   |
|------------------------------------------------|-------|---------------------------------------------|--------|---------------------------------|---------------------------------------|-----------------------------|---|
| Building No. C01                               |       | Floor No. 1                                 |        |                                 |                                       |                             |   |
| Section Letter or No.                          | 001   | Use Code                                    | GENRET | Framing Type                    | Heating/AC Val. Adj.                  | 0.00                        |   |
| Pricing Key                                    | GCM34 | Square Footage                              | 2,150  | Wall Type                       | Sprinkler Val. Adj.                   | 0.00                        |   |
| Individually Owned (Apt. or Condo)             | N     | Square Foot Rate                            | 53.38  | Wall Height                     | 10                                    | Avg. Depth for Strip Retail | 0 |
| Unit Size of Indiv. Owned Unit (Apt. or Condo) | 0     | Avg. Unit Size (Apt, Condo, Motels, Hotels) | 0      | Config. Code (Motels or Hotels) | No. Units (Apt., Condo, Motel, Hotel) | 1                           |   |

|                                                |       |                                             |         |                                 |                                       |                             |   |
|------------------------------------------------|-------|---------------------------------------------|---------|---------------------------------|---------------------------------------|-----------------------------|---|
| Building No. C01                               |       | Floor No. 2                                 |         |                                 |                                       |                             |   |
| Section Letter or No.                          | 001   | Use Code                                    | UTLSTOR | Framing Type                    | Heating/AC Val. Adj.                  | 0.00                        |   |
| Pricing Key                                    | GCM47 | Square Footage                              | 2,150   | Wall Type                       | Sprinkler Val. Adj.                   | 0.00                        |   |
| Individually Owned (Apt. or Condo)             | N     | Square Foot Rate                            | 36.72   | Wall Height                     | 10                                    | Avg. Depth for Strip Retail | 0 |
| Unit Size of Indiv. Owned Unit (Apt. or Condo) | 0     | Avg. Unit Size (Apt, Condo, Motels, Hotels) | 0       | Config. Code (Motels or Hotels) | No. Units (Apt., Condo, Motel, Hotel) | 0                           |   |

|                                                |       |                                             |         |                                 |                                       |                             |   |
|------------------------------------------------|-------|---------------------------------------------|---------|---------------------------------|---------------------------------------|-----------------------------|---|
| Building No. C01                               |       | Floor No. B                                 |         |                                 |                                       |                             |   |
| Section Letter or No.                          | 001   | Use Code                                    | UTLSTOR | Framing Type                    | Heating/AC Val. Adj.                  | 0.00                        |   |
| Pricing Key                                    | GCM45 | Square Footage                              | 2,150   | Wall Type                       | Sprinkler Val. Adj.                   | 0.00                        |   |
| Individually Owned (Apt. or Condo)             | N     | Square Foot Rate                            | 21.98   | Wall Height                     | 10                                    | Avg. Depth for Strip Retail | 0 |
| Unit Size of Indiv. Owned Unit (Apt. or Condo) | 0     | Avg. Unit Size (Apt, Condo, Motels, Hotels) | 0       | Config. Code (Motels or Hotels) | No. Units (Apt., Condo, Motel, Hotel) | 0                           |   |



# Taxes

Parcel ID 04-04-34-434-014 Alt. PIN Parcel Address 357 COURT ST, PEKIN Data as of 10/17/2010

## 2009 REAL ESTATE TAX

Return to:  
TAZEWELL COUNTY  
DUANE GRAY CO TREASURER  
P.O. BOX 490  
PEKIN, IL 61555-0490

| Property Number  | Class | Code  | Number |
|------------------|-------|-------|--------|
| 04-04-34-434-014 | 0060  | 04021 | 3916   |

ORIGINAL TOWN SE 1/4 SEC 34  
W1/2 OF LOT 10  
BLK 64

| Township | Lending Code | Land/Lot Acres | Farm Land Acres | Forfeited Tax | Land/Lot Assessed | Farm Land Assessed | Farm Bldg Assessed | Building Assessed | Total Assessed |
|----------|--------------|----------------|-----------------|---------------|-------------------|--------------------|--------------------|-------------------|----------------|
| PEKIN    | 054          |                |                 |               | 2750              |                    |                    | 23050             | 25800          |

Mail To:  
CUPI ROBERT M  
13385 TOWNLINE RD  
GREEN VALLEY IL 61534-0000

## 2009 REAL ESTATE TAX

Tax Payer If Other Than Above  
CUPI ROBERT M

357 COURT ST

| Land/Lot BOR Mult | Farm Land BOR Mult | Farm Bldg BOR Mult | Building BOR Mult | Department Multiplier |
|-------------------|--------------------|--------------------|-------------------|-----------------------|
|                   |                    |                    |                   | 1.00000               |

| Improvement Exemption | Department Equalized | Owner Occupied | Homestead / Veteran | SCAFHE |
|-----------------------|----------------------|----------------|---------------------|--------|
|                       | 25800                |                |                     |        |

| Return Veteran | Disabled | Disabled Veteran | Taxable Value |
|----------------|----------|------------------|---------------|
|                |          |                  | 25800         |

| 1st Installment | Payment     | 2nd Installment |
|-----------------|-------------|-----------------|
| 06/01/2010      | Due Date    | 09/01/2010      |
| 934.00          | Installment | 934.00          |

**TOTAL TAX: 1,868.00**

| 2008 Rate | 2008 Tax | Tax District       | 2009 Rate | Percent | 2009 Tax | Pension |
|-----------|----------|--------------------|-----------|---------|----------|---------|
| .44690    | 31.04    | TAZEWELL COUNTY    | .44587    | 1.7     | 30.98    | 6.37    |
| .15246    | 10.58    | PEKIN TWP.         | .15398    | .6      | 10.70    |         |
|           |          | PE TWP ASSESSOR    |           |         |          |         |
|           |          | PEKIN RD & BR      |           |         |          |         |
| 2.65263   | 184.26   | GRADE SCHOOL 108   | 2.65316   | 9.9     | 184.28   | 5.08    |
| 1.80068   | 125.08   | HIGH SCHOOL 303    | 1.81302   | 6.7     | 125.94   | 4.01    |
| .43197    | 30.00    | CMMNTY COLLEGE 514 | .48741    | 1.8     | 33.86    | .47     |
| 1.04866   | 72.84    | PEKIN CORP         | 1.03934   | 3.9     | 72.20    | 61.96   |
| .41897    | 29.10    | PEKIN PARK DIST    | .41853    | 1.6     | 29.08    | 2.07    |
| .23087    | 16.04    | PEKIN LIBRARY      | .22884    | .9      | 15.90    |         |
|           | 1,319.12 | TIF DIST PEKIN     |           | 72.9    | 1,365.06 |         |
| 7.18314   | 1,818.06 | <b>Total Tax</b>   | 7.24015   | 100.0   | 1,868.00 |         |



**awning quote**

Wednesday, September 22, 2010 9:33 AM

From: "Paul Kildair" <paul@crawfordandbrinkman.com>

To: solajl@sbcglobal.net

15-4 awning for your buisness, installed and supplied ,yellow color we also have many colors we can choose later .

\$2298.75

if we add logo .

\$758.32

all tax labor and materials included

thanks paul kildair from crawford and brinkman door and window company

any questions call 309-258-3275





Wednesday, November 17, 2010  
Peoria Awning

Salesperson: Mark Hutchison  
PO Box 1315  
Peoria, IL 61654  
Phone: 309-674-1128  
Fax: 309-673-0338

traditional slope  
w/ sign face and valance  
6"  
\$ 2,765.79

To the City of Pekin

I would like to let you know that I approve of the yellow awning with the address on it to be placed above the window at the location of 357 Court Street

Thank You

Mr. Robert Cupi

*Mr. Robert Cupi*



Project Participant read and received a copy of the code that deals with the essence of their project.

Melida Heisen

9-10-8: SIGNS: The following conditions shall apply to all signs erected or located in any use district:

A. Conformance with Provisions: All signs shall conform to all applicable codes and ordinances of the City and, where required, shall be approved by the Building Inspector and a permit issued.

B. Signs Permitted Generally:

1. Directional Signs: All directional signs required for the purpose of orientation, when established by the City, County, State or Federal government, shall be permitted in all use districts.
2. Accessory Signs: Accessory signs shall be permitted in any use district.
3. Real Estate Signs: Signs used for advertising land or buildings for rent, lease and/or sale shall be permitted when located on the land or building intended to be rented, leased and/or sold.
4. Nonconforming signs in existence may be continued until replacement or repair of any portion of the sign would exceed 50% of the replacement cost. (Ord. No. 2618-OA-10/11-05/24/2010)

C. Signs For Which a Permit is not Required: A permit is not required for the following signs:

1. Bulletin boards not over twenty (20) square feet in area for religious institutions, when the same are located on the premises of said institutions; provided, however, if said signs are electrically illuminated, an electrical permit must be obtained (See Section 7-1D-4 of this Code).
2. Memorial signs or tablets, names of buildings and date of erection, when cut into any masonry surface or when constructed of bronze or aluminum.
3. Traffic or other Municipal signs, legal notices, danger and such temporary emergency or non-advertising signs as may be approved by the City.
4. Signs advertising the rental, sale or lease of the property upon which it is located.
5. Awnings or canopies, only within a B-2 Central Business District. Provided further that the bottoms of valances of such awnings are no less than seven feet, six inches (7'6") above the immediate grade and project no closer than eighteen inches (18") from the nearest curb or pavement edge. Canopy valance bottoms must be a minimum of eight feet (8') above immediate grade and project no closer than two feet (2') from the nearest curb or pavement edge. Any awning with vertical support(s) reaching the ground shall be considered to be a canopy.

X X

X X

D. Projecting Signs: No sign, otherwise permitted, shall project above or beyond the maximum height of fifty (50) feet above the ground level; except, that for a planned commercial or shopping center development involving five (5) acres or more under one ownership, the Board of Appeals may modify the height limitation. The Board shall, however, respect all yards and setbacks in modifying height requirements.

E. Freestanding Accessory Signs: Freestanding accessory signs may be located in the required front yard except as otherwise provided herein or as otherwise controlled by other codes and ordinances of the City.

F. Signs in or Abutting Residential Districts:

1. Size: No sign in excess of two (2) square feet in area shall be allowed in a residential district except temporary for sale, lease or rent signs, Garage Sale signs (as provided in this Section), and traffic controls, signs and devices.
2. Illuminated Signs: Illuminated signs in districts abutting residential districts shall be shielded so as to direct light away from residential districts.
4. Non-accessory Signs: Non-accessory signs shall not be permitted in any residential districts; except, that non-accessory signs pertaining to Garage Sales signs are permitted as described in this section, and non-accessory signs pertaining to real estate development located within the City and designed to promote the sale of lots or homes within a subdivision located within the City may be permitted on a temporary basis in any use district but shall not

Sean Leane

## Heien, Melida

---

**From:** Heien, Melida  
**Sent:** Friday, May 13, 2011 1:01 PM  
**To:** Sieh, Ron  
**Cc:** Mackaman, Frank (City); Leigh Ann Matthews; Wuellner, Joe  
**Subject:** 357 Court Street

We have received a façade grant application for 357 Court Street – Hawaiian Sun Tanning. They wish to put an awning up over the window and door.

I have attached a photo of the building in question for reference.

Our updated program guidelines allow us to waive the structural assessment for certain projects. The façade on this building appears to be very new. A few months ago, you had mentioned to me that because it was a newer front, they would not need a structural assessment if they were just putting up the awning.

I will be making copies of the application on Monday and will make you one so that you can see the awning. It's pretty straight forward.

Melida

OK  
Melida  
6/2/2011

**Melida A. Heien**

Executive Director  
Pekin Main Street  
111 S. Capitol St.  
Pekin, IL 61554  
309.353.3100

**Read our blog: [pekinmainstreet.blogspot.com](http://pekinmainstreet.blogspot.com)**  
**Join us on Facebook!**

**For event listings and more, visit: [www.pekinmainstreet.com](http://www.pekinmainstreet.com)**

ORDINANCE NO. 2640-11/12

**AN ORDINANCE AMENDING ARTICLE I CHAPTER 5, SECTION 1-5-5, OF THE CITY CODE OF THE CITY OF PEKIN REGARDING THE CONDUCT OF COUNCIL MEETINGS.**

**WHEREAS**, the City of Pekin is an Illinois Municipal Corporation pursuant to the Illinois Constitution of 1970 and the Statutes of the State of Illinois; and

**WHEREAS**, the City's committees, commissions, boards, and other official bodies are subject to the provisions of the Open Meetings Act, 5 ILCS 120/1 et seq; and

**WHEREAS**, Public Act 96-1473, adopted by the 96<sup>th</sup> Illinois General Assembly, amended the Open Meetings Act to provide that any person will be permitted an opportunity to address public official at public meetings under rules established and recorded by the public body; and

**WHEREAS**, the Mayor and the City Council find that communication between the public and the City officials is a vital and necessary function on City government; and

**WHEREAS**, the Mayor and the City Council find that amending Section 1-5-5 of the Code will promote the City's longstanding practice of allowing the public to address City officials on matters of public concern.

**WHEREAS**, the Code of the City of Pekin 1995 was adopted on April 10, 1995, and duly published in book form; and

**WHEREAS**, the City of Pekin is a home rule municipality as described in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, and as such may exercise any power and function pertaining to its government and its affairs; and

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS,** in the exercise of its home rule powers, amends Article I, Chapter 5, Section 1-5-5, by the addition of F6, as follows:

“Any person who seeks to address the meeting of a commission, committee, or other official body of the city at any public meeting will be permitted to speak on any matter listed on the agenda or on any other matter of public concern, subject to the following provisions:

The presiding officer shall designate a time during the meeting at which the public may address the members, if no established order and procedure has previously been established. The presiding officer may require persons wishing to speak during any portion of a meeting to sign in before the start of the meeting and to provide their names, addresses, and topics to be discussed.

Prior to speaking, each person must be recognized by the presiding officer and must state his or her name and address for the record.

Subject to limitations in the following paragraph, public comment is limited to no more than five (5) minutes per person and to no more than two (2) hours per meeting, unless extended by consent of a majority vote of the members present. The presiding officer or his or her designee shall monitor each speaker's use of time and shall notify the speaker when the time allotted has expired.

If the presiding officer recognizes that more than 20 persons desire to speak, he or she may limit each speaker to comments of no more than three (3) minutes. Whenever any group or persons wishes to address the members on the same subject matter, the presiding officer may ask that a spokesperson be chosen from the group. If additional matters are to be presented by other persons in the group, the presiding officer may limit the number of such persons and may limit the presentation to information not already presented by the group spokesperson.

Persons invited by the presiding officer to address the members are subject to such time limitations as the majority of the members present may prescribe.

Separate rules, as required by law or as otherwise provided in this Code, will govern the conduct of quasi-judicial hearings.

In all other respects consistent herewith, the remaining provisions of the City Code of the City of Pekin are hereby reenacted, and it is expressly declared to be the intention of this ordinance not to repeal or amend any portions of the City Code of the City of Pekin other than those expressly set forth as amended or repealed in this ordinance.”

This ordinance shall become effective upon its passage and approval.

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

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

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

**PASSED AND APPROVED** at a regular meeting of the City Council of the City of Pekin, this \_\_\_\_ day of \_\_\_\_\_, 2011, and upon roll call the vote was as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAINING: \_\_\_\_\_



**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2011.

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MAYOR

ATTEST:

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CITY CLERK



1-5-3.9: **CLOSED SESSION MEETINGS:** A member attending a public meeting by electronic means may also participate in any closed session meeting of a public body held pursuant to applicable law. That member's attendance and participation by electronic means shall be reflected in the minutes of the closed session meeting. (ORD. NO. 2412 03/14/05)

1-5-4: **VOTING:**

- A. Required: All members of the Council present at a City Council meeting, upon the conducting of vote upon any motion, ordinance or resolution, shall vote on same unless otherwise provided by law.
- B. Yeas and Nays, Majority Votes: Each member of the City Council shall vote by yeas and nays upon any and all questions, and the affirmative vote of four (4) members shall be necessary to adopt any motion, resolution or ordinance or pass any measure unless otherwise provided by law. (Ord. No. 2492-06/07 09-25-06 effective 04-17-07)

1-5-5: **CONDUCTING BUSINESS:**

- A. Rules and Regulations: Except as otherwise provided by law, the Council may, by ordinance, make such rules and regulations as may be necessary or proper for the efficient and economical conduct of City business.
- B. Quorum: Four (4) members of the Council shall constitute a quorum. (Ord. No. 2492-06/07 09-25-06 effective 04-17-07)
- C. Rules of Order: Robert's Rules of Order, as they may be amended from time to time, shall govern the proceedings of the Council where applicable and when not in conflict with statutes or ordinances.
- D. Order of Business: The Council shall transact business in the following manner, unless the same be temporarily suspended by a vote of two-thirds of the Council:
  - 1. Pledge of Allegiance
  - 2. Roll Call
  - 3. Approval of Agenda
  - 4. Approval of Minutes
  - 5. Public input on items on the agenda (except public hearings)
  - 6. Consent Agenda
  - 7. Communications, Petitions, Reports (which shall include bid openings and public hearings)
  - 8. Old Business
  - 9. New Business
  - 10. Public Comments and Questions
  - 11. Press Time
  - 12. Adjourn to Executive Session (if applicable)
  - 13. Adjournment (Ord. No. 2433 05/23/05)

E. Consent Agenda: There is hereby established a "consent agenda" for all meetings of the City Council. The following items shall automatically be placed on the consent agenda and shall be approved in one motion by a majority vote of the Council without separate vote on each item. No discussion shall be had on any item on the consent agenda. The consent agenda shall consist of the following items of business:

1. Any item to be received and filed with no action to be taken at the meeting.
2. Resolutions approving claim schedules, manual payables and payroll.
3. Approval or issuance of any license.
4. Proclamations.
5. Appointments.
6. Resolutions or Motions not creating any liability against the City or involving the expenditure or appropriation of any funds.

The Mayor or any Council Member, at the time the approval of the agenda is considered at the meeting, may request that any item be removed from the consent agenda and placed on the regular agenda for discussion and vote. Upon said request, the item shall be moved to the regular agenda without further discussion or vote. (Ord. No. 2515 02-12-07)

F. Certain Rules of Order and Procedure Superseded: The following rules of order and procedure supersede any previous ordinance, resolution or custom adopted by the City which would conflict with these rules:

1. Ordinances, resolutions, motions, contracts, agreements, reports, proclamations and other matters presented to the City Council shall be in writing and need not be read verbatim by the City Clerk or the party presenting. It shall be sufficient for the City Clerk or the party presenting the matter to make a concise statement of the content of the matter being presented.
2. Minutes of prior meetings of the City Council shall be prepared and presented in writing to the City Council prior to the City Council meeting and need not be read verbatim by the City Clerk.
3. The Mayor of the City shall be permitted to participate in all matters and deliberations before the City Council in the same manner and to the same extent as the Council Member. (Ord. No. 2515 02-12-07)
4. Public comments and questions shall be limited to those comments and questions to the Council upon such past, present and pending matters upon which the Council has supervisory, appointive or legislative authority or to hear a citizen petition for redress of grievances.
5. Press time shall be limited to press questions to the Council upon such past, present and pending matters upon which Council has supervisory, appointive or legislative authority or to question the Council's response to a citizen's petition for redress of grievances.  
(ORD. NO. 2393 10/25/04)

6. Any person who seeks to address the meeting of a commission, committee, or other official body of the city at any public meeting will be permitted to speak on any matter listed on the agenda or on any other matter of public concern, subject to the following provisions:

The presiding officer shall designate a time during the meeting at which the public may address the members, if no established order and procedure has previously been established. The presiding officer may require persons wishing to speak during any portion of a meeting to sign in before the start of the meeting and to provide their names, addresses, and topics to be discussed.

Prior to speaking, each person must be recognized by the presiding officer and must state his or her name and address for the record.

Subject to limitations in the following paragraph, public comment is limited to no more than five (5) minutes per person and to no more than two (2) hours per meeting, unless extended by consent of a majority vote of the members present. The presiding officer or his or her designee shall monitor each speaker's use of time and shall notify the speaker when the time allotted has expired.

If the presiding officer recognizes that more than 20 persons desire to speak, he or she may limit each speaker to comments of no more than three (3) minutes. Whenever any group or persons wishes to address the members on the same subject matter, the presiding officer may ask that a spokesperson be chosen from the group. If additional matters are to be presented by other persons in the group, the presiding officer may limit the number of such persons and may limit the presentation to information not already presented by the group spokesperson.

Persons invited by the presiding officer to address the members are subject to such time limitations as the majority of the members present may prescribe.

Separate rules, as required by law or as otherwise provided in this Code, will govern the conduct of quasi-judicial hearings.

(Ord. No. 2640-11/12 06-13-11)

#### **1-5-6: POWERS AND DUTIES GENERALLY:**

- A. Power to Establish, and Discontinue Offices: Except as otherwise provided by law, the Council may, by ordinance, create, and discontinue any office or department, according to its judgment of the needs of the City.



## REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk

From: Sarah Newcomb, Human Resources Director

### AGENDA ITEM: IMRF Out-of-State Credit Authorization

AGENDA DATE REQUESTED: 06/13/11

ACTION REQUESTED: 06/13/11

**BACKGROUND:** A current full time employee who previously worked for the Kansas Department of Transportation for 1.25 years was notified by the Kansas Dept. of Transportation that something needed to be done with the funds in his retirement account. At that time the employee inquired about reciprocity between KDOT and IMRF. IMRF then confirmed employment dates and eligibility to the Kansas Public Employee's Retirement System. Our employee has chosen to purchase \$2,325.33 worth of time, using the funds available from the Kansas retirement system. In order to do that, IMRF requires Council action through its Out-of State Credit Authorization Form. IMRF allows employees to purchase past service time by units (which are one month of service); so, he will be purchasing 5 months of service time at this point. Employee intends to purchase the remaining 8 months at a later date, which is allowable by IMRF.

**FINANCIAL IMPACT:** The City's employer rate with IMRF is adjusted annually for items like this. The maximum cost to the City for this purchase is \$274.85; the rate may change, however.

**NEIGHBORHOOD CONCERNS:** N/A

**IMPACT IF APPROVED:** Employee will receive an additional 5 months of service credit toward pension through IMRF.

**IMPACT IF DENIED:** Employee will be required to place funds in an IRA or similar fund and will not receive the reciprocal service credit toward pension.

**ALTERNATIVES:**

**RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2 boxes]**

- ☐ **A Prosperous Community.** To promote and sustain a balanced economy that supports expansion and retention of Family-way jobs.
- ☐ **A Safe Community.** To protect community life and property by providing effective, principled Police and Fire services.
- ☐ **A Strong Foundation.** To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.

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

**REQUIRED SIGNATURES**

**Department Director**

\_\_\_\_\_ Date

**Finance Department**

\_\_\_\_\_ Date

(Certification of Availability of Funds)

**Corporation Counsel**

\_\_\_\_\_ Date

**City Manager**

\_\_\_\_\_ Date



## REQUEST FOR COUNCIL ACTION

**To: Mayor and Council**

**CC: City Clerk**

**From: Frank Mackaman, Interim City Manager**

**AGENDA ITEM:** E-Mail Monitoring Reporting Policy

**AGENDA DATE REQUESTED:** June 13, 2011

**ACTION REQUESTED:** Approval of direction to the City Manager to prepare an e-mail monitoring reporting policy.

**DESCRIPTION:** At the last Council meeting, Council Member Neumann directed the City Manager to prepare a policy to clarify how City e-mail traffic is monitored and reported, asking specifically that reporting be routed directly to the City Manager. Under the City Manager form of government, such direction should come from the Council as a whole rather than from an individual member. The requested action simply ratifies Council Member Neumann's request.

**FINANCIAL IMPACT:** None

**NEIGHBORHOOD CONCERNS:** None

**IMPACT IF APPROVED:** Clarifies existing policy

**IMPACT IF DENIED:** Existing policy remains in effect

**ALTERNATIVES:** NA

**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.]

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

### REQUIRED SIGNATURES

**Department Director:** NA

Date:

**Finance Department** (Certification of Availability of Funds): NA



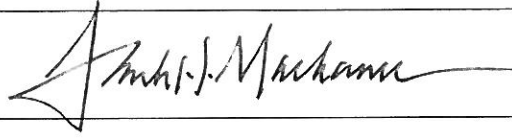
Date:

**Corporation Counsel: NA**

Date:

**City Manager:**

Date: 6.1.2011

A handwritten signature in black ink, appearing to read "Anthony J. Marchione", written over a horizontal line.