REGULAR COUNCIL MEETING MONDAY, JUNE 8, 2015
5:30 P.M.

	1	2
1.0 CALL TO ORDER		
2.0 PLEDGE OF ALLEGIANCE *Mayor John McCabe*		
3.0 ROLL CALL *Clerk to Call the Roll*		
4.0 APPROVAL OF AGENDA ***ACTION:*** *Motion to approve the meeting agenda.* ***VOTE REQUIRED***		
5.0 PUBLIC INPUT *Speakers to state name. Speakers may address the Council on any topic.*		
6.0 CONSENT AGENDA		
6.1 Receive and File Monthly Reports and Minutes: Human Rights Committee Minutes dated March 25, 2015 and April 22, 2015; Building Department March and April Reports.		5
6.2 Adopt: Resolution No. 6-15/16 – Annual Prevailing Wage Resolution.		5
ACTION: *Motion to approve all items listed on the Consent Agenda by Omnibus Vote.* ***VOTE REQUIRED TO APPROVE CONSENT AGENDA***		
7.0 NEW BUSINESS		
7.1 Ordinance No. 2730-15/16 Enviro-Safe Option Agreement**.** **DESCRIPTION:** Enviro-Safe would like to exercise its option to purchase the five acres adjacent to its currently owned property on Hanna Drive. **ACTION:** Motion to approve the Agreement. **VOTE REQUIRED**	DG	1
7.2 Change Order Waste Water Treatment Plant Phase 3 & 4 Package A **DESCRIPTION:** Approve changes for the Combine Sewer Outfall(CSO) upgrades per the IEPA mandated Long Term Control Plan per on-site construction changes compared to previous drawing and plans. **ACTION:** Motion to approve the Change Order #1. **VOTE REQUIRED**	DG	3

7.3	Approve Intergovernmental Agreement for Maintenance with IDOT **DESCRIPTION:** IDOT agreement to maintain State owned roadways within the City of Pekin including IL Route 29 within the City limits from July 1, 2015 to June 30, 2025. Routine maintenance operations such as snow and ice control, cleaning of streets and medians and pothole patching in the amount of $96,721.89 for this fiscal year. **ACTION:** Motion to approve the agreement. **VOTE REQUIRED**	DG	3
7.4	University of Illinois Asian Carp Study **DESCRIPTION:** Study for market viability of carp products for human consumption. **ACTION:** Motion to receive and file the report. **VOTE REQUIRED**	LB	1
8.0 ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL **8.1** Staff **8.2** Council **8.3** Press			
9.0 EXECUTIVE SESSION **65 ILCS 120/2 (c)**			
10.0 ADJOURN **NO VOTE REQUIRED**			

Column 1 Key:

DG City Manager Darin Girdler LB Economic Development Director Leigh Ann Brown

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.

BUILDING DEPARTMENT REPORTS
INSPECTIONS & ZONING
March ‘2015

	PERMITS	VALUE	FEES
BUILDING DEPT	68	$ 1,907,978.00	$ 14,906.00
ELECTRIC DEPT	21	$ 1,000.00	$ 818.00
HVAC DEPT	27	$ 50,480.00	$ 1,500.00
PLUMBING DEPT	41	$ .00	$ 1,186.00
STORM SEWER PERMITS	0		$ .00
STORM WATER PERMITS	13		$ 260.00
SEWER PERMITS	21		$ 1,155.00
SEWER TAP RES	11		$ 17,600.00
SEWER TAP COMM	0		$ .00
DEPARTMENT TOTAL	**202**	**$ 1,959,458.00**	**$ 37,425.00**

TOTAL CODE ENFORCEMENT COMPLAINTS – 95

Respectfully submitted,

_____
Ronald Sieh, Building Inspector

_____
Mark Reeder, Electrical Inspector

_____
Dave VanDyke, HVAC Inspector

_____
Dave Shallenberger, Deputy Code Enforcement Officer

BUILDING DEPARTMENT REPORTS
INSPECTIONS & ZONING
April ‘2015

	PERMITS	VALUE	FEES
BUILDING DEPT	77	$ 3,031,852.00	$ 8,048.00
ELECTRIC DEPT	28	$ 6,800.00	$ 899.00
HVAC DEPT	25	$ 55,304.00	$ 2,900.00
PLUMBING DEPT	25	$ .00	$ 618.00
STORM SEWER PERMITS	0		$ .00
STORM WATER PERMITS	6		$ 120.00
SEWER PERMITS	17		$ 1,070.00
SEWER TAP RES	3		$ 4,800.00
SEWER TAP COMM	3		$ 6,000.00
DEPARTMENT TOTAL	**184**	**$ 3,093,956.00**	**$ 24,455.00**

TOTAL CODE ENFORCEMENT COMPLAINTS – 109

Respectfully submitted,

_____
Ronald Sieh, Building Inspector

_____
Mark Reeder, Electrical Inspector

_____
Dave VanDyke, HVAC Inspector

_____
Dave Shallenberger, Deputy Code Enforcement Officer

BUILDING REPORT 2015

MONTH	DWELLINGS 1		GARAGES 2		MULTI-FAMILY 3		COMMERCIAL 4		COMMERCIAL REMODELING 5		RESIDENTIAL REMODELING 6		MISC. 7		RESIDENTIAL DEMOLITIONS 8		COMMERCIAL DEMOLITIONS 9		BUILDING DOLLARS	BLDG PERMITS
JANUARY	1.00	$192,331							2.00	$20,000	5.00	$87,000	6.00	$0	1.00	$0			$299,331	15.00
FEBRUARY							1.00	$2,000	6.00	$87,500	3.00	$11,700	2.00	$10,845					$112,045	12.00
MARCH	5.00	$967,908	5.00	$69,380	8.00	$570,072			11.00	$121,384	15.00	$163,360	20.00	$15,874	1.00	$0	3.00	$0	$1,907,978	68.00
APRIL	6.00	$1,261,775	3.00	$11,300			3.00	$1,075,000	6.00	$489,101	21.00	$132,820	35.00	$61,856	2.00	$0	$1	$0	$3,031,852	77.00
MAY																			$0	0.00
JUNE																			$0	0.00
TOTAL 6 MO.	**12.00**	**$2,422,014**	**8.00**	**$80,680**	**8.00**	**$570,072**	**4.00**	**$1,075,000**	**25.00**	**$630,485**	**44.00**	**$383,180**	**63.00**	**$77,730**	**4.00**	**$0**	**4.00**	**$0**	**$5,351,206**	**172.00**
JULY																			$0	0.00
AUGUST																			$0	0.00
SEPTEMBER																			$0	0.00
OCTOBER																			$0	0.00
NOVEMBER																			$0	0.00
DECEMBER																			$0	0.00
TOTAL 6 MO.	**0.00**	**$0**	**0.00**	**$0**	**0.00**	**$0**	**0.00**	**$0**	**0.00**	**$0**	**0.00**	**$0**	**0.00**	**$0**	**0.00**	**$0**	**0.00**	**$0**	**$0**	**0.00**
YEAR	**12**	**$2,422,014**	**8.00**	**$80,680**	**8.00**	**$570,072**	**4.00**	**$1,075,000**	**25.00**	**$630,485**	**44.00**	**$383,180**	**63.00**	**$77,730**	**4.00**	**$0**	**4.00**	**$0**	**$5,351,206**	**172.00**

City of Pekin
Human Rights Committee
Minutes

March 25, 2015; 7:30am; City of Pekin Council Chambers

I. Welcome and introductions – Present: Melinda Figge, Bill Fleming, Danielle Owens, Becky Saban, Linda Seth and Pamela Anderson. Absent: Roger Goodson, Lynn Johnson

II. Approval of minutes (October 2014, January & February 2015) – On a motion by Saban, second by Figge, the minutes were approved as presented.

III. Correspondence and feedback – The Mayor received 4 applications for the committee and on March 23rd she appointed Brian Byrne and Adrienne Southerland. Anderson will get them committee information and invite them to the April meeting. She will also invite Jeffrey Starks and Greg Ranney to serve as advisory members.

IV. Old Business

A. Signing for Everett Dirksen (update) – The Pekin Township has offered to pay half of the cost. Anderson will work on ordering signs and getting them posted on the 5 main entrances to Pekin. We believe the sign should read:

Home of
Everett McKinley Dirksen
U.S. House and Senate
Civil Rights Champion

B. Banner display at Koch Street park (update) – The Pekin Park District was unable to fulfill our request for the banner display at the Koch Street Sports Complex. However, they would like a banner that they can move around within visible areas of Mineral Springs Park. Anderson will get them our extra Come Together banner.

C. Come Together sign – The committee discussed appropriate uses for the back side of the Come Together sign located at the foot of the bridge. Anderson will check with City staff concerning procedures, but the consensus of the committee was that the space should be available to non-political non-commercial messages from organizations that have adopted the City's statement on diversity.

D. Marigold Festival – Figge spoke with Shannon Sandoval from the Marigold Festival Committee. The stage is already booked. Perhaps there is an opportunity to provide entertainment at the Kids Experience. Seth will check with Josiah Williams and Figge will check with Marigold Committee member Amy Whiting-McCoy.

City of Pekin
Human Rights Committee
Minutes – April 22, 2015

City of Pekin Council Chambers

I. Welcome and introductions – meeting called to order at 7:30am. Present: Melinda Figge, Bill Fleming, Lynn Johnson, Becky Saban and Adrienne Southerland. Also Present: Pamela Anderson. A quorum was not present. No action taken.

II. Approval of minutes (March 2015) – the minutes from the March 25th meeting were distributed with the packet.

III. Correspondence and feedback - none

IV. Old Business

A. Signing for Everett Dirksen – the city might have some old Dirksen signs that we would be able to use with this project.

B. Banner display with the Park District – The Park District now has a banner. Anderson will order a third banner as we discussed last month. It will have a pocket on it to hold pamphlets or flyers.

C. Come Together sign – the discussion confirmed the direction spelled out in the minutes from last month. The sign should be used for non-commercial use by businesses and organizations that have adopted a diversity statement similar to the City's. While use should be first come, first served, there should be a time-limit if there are others who wish to use it.

D. Marigold Festival – Melinda is working with Amy Whiting-McCoy for an appearance by Josiah Williams at the September 12/13 iTV-3 Kids Experience at the Marigold Festival

E. HRC totes – per last month's discussions, bags have been ordered. There will be several different colors, and we've got 1,700 coming. They will be for distribution at the Marigold Festival (Kids Experience) and some will be given to the chamber, EDC, Main Street, etc. for distribution.

F. Stand Against Racism – everything is set for this Friday on the Tazewell County Courthouse lawn at 11:30. As in past years, students from Franklin Primary School from Peoria will sing.

V. New Business

A. Bridges Out of Poverty – flyers for the Bridges Out Of Poverty training (May 28/29) were distributed to the committee.

The City of Pekin is a progressive community that recognizes the fundamental equality of all individuals and thus strives to ensure equality of opportunity for all. Pekin welcomes people of varied backgrounds and their contributions to the City – *a community made stronger by the presence of diversity.*

City of Pekin
Human Rights Committee
Minutes – April 22, 2015

VI. Other business to come before the committee

A. Committee members

1. Poverty Simulation – Anderson reported that Linda Seth's poverty simulation at District 108 was very well attended and was a very emotional and physically draining experience. Anderson anticipates more simulations will be held in the future.

2. Diversity Festival – Plans are coming together for this event on May 16th. It is not an HRC event this year, but some of the HRC committee members serve on the festival committee.

B. Committee advisory members - none

C. City staff - none

VIII. Adjournment – The meeting adjourned at 8:40am. The next meeting date May 27, 2015

The City of Pekin is a progressive community that recognizes the fundamental equality of all individuals and thus strives to ensure equality of opportunity for all. Pekin welcomes people of varied backgrounds and their contributions to the City – *a community made stronger by the presence of diversity.*

City of Pekin
Human Rights Committee
Minutes

V. New Business

A. HRC funds – There is a balance of $1,519 in CDBG funds and $2,000 in the City's HRC budget line. The fiscal year ends April 30th. After discussion the committee agreed to spend the remaining funds on 1) another Come Together banner, and 2) a large quantity of red grocery totes with the City's logo and "a community made stronger by the presence of diversity" in white print.

VI. Other business to come before the committee

A. Committee members

1. Stand Against Racism – The event will be on April 24th. Students from Franklin Primary School in Peoria will entertain, and it will also be part of Pekin Main Street's Create Cultivate Educate. Figge will email the committee instructions on how to enroll, which is different than previous years.

2. Poverty Simulation – The event will be held on April 16th from 4:30 to 7:30 with a maximum of 88 participants.

3. Diversity Festival – The event will be held on May 16th and will be similar to last year's event.

B. Committee advisory members – none

C. City staff – The Pekin Park District is considering adopting the City's statement on diversity as their own. Anderson encouraged the committee to take that idea back to their businesses and organizations.

Anderson participated in a Government Purchasing program for diversity in Peoria and Andre Williams reported the positive experiences he had while facilitating the Chamber's strategic planning sessions over three days in Pekin.

Anderson is working with Julie Herzog for the Bridges Out of Poverty Program scheduled for May 28th and 29th.

VIII. Adjournment – the meeting adjourned at 8:37am. The next meeting is scheduled for April 22, 2015 at 7:30am.

RESOLUTION NO. 6-15/16

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, 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

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 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 8TH DAY OF JUNE, 2015.

_____
John McCabe, Mayor

ATTEST:

_____
Sue E. McMillan, City Clerk
Sarah Newcomb as Deputy Clerk

Tazewell County Prevailing Wage for June 2015

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN	NW	BLD		26.700	28.200	1.5	1.5	2.0	7.700	16.21	0.000	0.800
ASBESTOS ABT-GEN	NW	HWY		29.910	31.410	1.5	1.5	2.0	7.700	17.47	0.000	0.800
ASBESTOS ABT-GEN	SE	BLD		27.150	27.900	1.5	1.5	2.0	8.500	13.25	0.000	0.800
ASBESTOS ABT-MEC		BLD		32.140	34.640	1.5	1.5	2.0	11.17	10.76	0.000	0.720
BOILERMAKER		BLD		38.000	41.000	2.0	2.0	2.0	7.070	15.99	0.000	0.400
BRICK MASON		BLD		32.380	33.880	1.5	1.5	2.0	8.600	9.870	0.000	0.590
CARPENTER		BLD		30.380	32.630	1.5	1.5	2.0	8.000	14.71	0.000	0.520
CARPENTER		HWY		31.650	33.900	1.5	1.5	2.0	8.000	15.46	0.000	0.520
CEMENT MASON		BLD		28.050	29.800	1.5	1.5	2.0	7.500	15.65	0.000	0.500
CEMENT MASON		HWY		29.280	30.780	1.5	1.5	2.0	7.500	16.02	0.000	0.500
CERAMIC TILE FNSHER		BLD		29.890	0.000	1.5	1.5	2.0	8.600	10.05	0.000	0.580
ELECTRIC PWR EQMT OP		ALL		38.300	45.290	1.5	1.5	2.0	6.150	10.73	0.000	0.380
ELECTRIC PWR GRNDMAN		ALL		26.280	45.290	1.5	1.5	2.0	5.790	7.360	0.000	0.260
ELECTRIC PWR LINEMAN		ALL		42.540	45.290	1.5	1.5	2.0	6.280	11.92	0.000	0.430
ELECTRIC PWR TRK DRV		ALL		27.560	45.290	1.5	1.5	2.0	5.830	7.720	0.000	0.280
ELECTRICIAN		ALL		34.820	37.320	1.5	1.5	2.0	6.500	11.68	0.000	0.800
ELECTRICIAN		BLD		34.820	37.320	1.5	1.5	2.0	6.100	11.43	0.000	0.400
ELECTRONIC SYS TECH		BLD		28.250	30.250	1.5	1.5	2.0	6.100	10.54	0.000	0.400
ELEVATOR CONSTRUCTOR		BLD		41.690	46.900	2.0	2.0	2.0	13.57	14.21	3.340	0.600
GLAZIER		BLD		31.870	33.870	1.5	1.5	1.5	10.25	7.700	0.000	1.250
HT/FROST INSULATOR		BLD		43.350	45.850	1.5	1.5	2.0	11.47	12.36	0.000	0.720
IRON WORKER		BLD		32.190	34.090	0.0	0.0	0.0	9.490	13.91	0.000	0.000
IRON WORKER		HWY		35.980	37.980	0.0	0.0	0.0	9.490	13.91	0.000	0.000
LABORER	NW	BLD		26.100	27.600	1.5	1.5	2.0	7.700	16.21	0.000	0.800
LABORER	NW	HWY		29.160	30.660	1.5	1.5	2.0	7.700	17.47	0.000	0.800
LABORER	SE	BLD		27.150	27.900	1.5	1.5	2.0	8.500	13.25	0.000	0.800
LABORER	SE	HWY		30.490	31.990	1.5	1.5	2.0	8.500	15.30	0.000	0.800
LATHER		BLD		30.380	32.630	1.5	1.5	2.0	8.000	14.71	0.000	0.520
MACHINERY MOVER		HWY		35.980	37.980	0.0	0.0	0.0	9.490	13.91	0.000	0.000
MACHINIST		BLD		44.350	46.850	1.5	1.5	2.0	6.760	8.950	1.850	0.000
MARBLE FINISHERS		BLD		29.890	0.000	1.5	1.5	2.0	8.600	10.05	0.000	0.580
MARBLE MASON		BLD		31.650	32.900	1.5	1.5	2.0	8.600	10.05	0.000	0.580
MILLWRIGHT		BLD		30.800	33.050	1.5	1.5	2.0	8.000	14.63	0.000	0.520
MILLWRIGHT		HWY		32.220	34.470	1.5	1.5	2.0	8.000	15.39	0.000	0.520
OPERATING ENGINEER		BLD	1	37.050	40.050	1.5	1.5	2.0	7.000	17.48	0.000	3.000
OPERATING ENGINEER		BLD	2	34.450	40.050	1.5	1.5	2.0	7.000	17.48	0.000	3.000
OPERATING ENGINEER		BLD	3	30.160	40.050	1.5	1.5	2.0	7.000	17.48	0.000	3.000
OPERATING ENGINEER		HWY	1	38.150	41.150	1.5	1.5	2.0	7.250	18.23	0.000	3.000
OPERATING ENGINEER		HWY	2	35.460	41.150	1.5	1.5	2.0	7.250	18.23	0.000	3.000
OPERATING ENGINEER		HWY	3	31.030	41.150	1.5	1.5	2.0	7.250	18.23	0.000	3.000
PAINTER		ALL		33.650	35.650	1.5	1.5	1.5	10.30	8.200	0.000	1.350
PAINTER SIGNS		BLD		33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIVER		BLD		31.380	33.630	1.5	1.5	2.0	8.000	14.71	0.000	0.520
PILEDRIVER		HWY		32.650	34.900	1.5	1.5	2.0	8.000	15.46	0.000	0.520
PIPEFITTER		BLD		37.400	41.510	1.5	1.5	2.0	7.000	11.63	0.000	1.060
PLASTERER		BLD		28.140	29.770	1.5	1.5	2.0	7.500	15.00	0.000	0.870
PLUMBER		BLD		34.520	37.630	1.5	1.5	2.0	7.000	13.86	0.000	0.950
ROOFER		BLD		30.580	32.110	1.5	1.5	2.0	8.450	7.220	0.000	0.250
SHEETMETAL WORKER		BLD		32.170	33.780	1.5	1.5	2.0	8.620	14.81	0.000	0.780
SIGN HANGER		HWY		35.980	37.980	0.0	0.0	0.0	9.490	13.91	0.000	0.000
SPRINKLER FITTER		BLD		37.120	39.870	1.5	1.5	2.0	8.420	8.500	0.000	0.350
STEEL ERECTOR		HWY		35.980	37.980	0.0	0.0	0.0	9.490	13.91	0.000	0.000
STONE MASON		BLD		32.380	33.880	1.5	1.5	2.0	8.600	9.870	0.000	0.590
~~SURVEY WORKER~~	-> NOT IN EFFECT				NW	ALL	28.600	30.100	1.5	1.5	2.0	7.700	14.86	0.000	0.800
~~SURVEY WORKER~~	-> NOT IN EFFECT				SE	ALL	29.060	30.560	1.5	1.5	2.0	8.000	14.06	0.000	0.800
TERRAZZO FINISHER		BLD		29.890	0.000	1.5	1.5	2.0	8.600	10.05	0.000	0.580
TERRAZZO MASON		BLD		31.650	32.900	1.5	1.5	2.0	8.600	10.05	0.000	0.580

TILE MASON	BLD		31.650	32.900	1.5	1.5	2.0	8.600	10.05	0.000	0.580
TRUCK DRIVER	ALL	1	33.000	36.550	1.5	1.5	2.0	11.10	5.230	0.000	0.250
TRUCK DRIVER	ALL	2	33.480	36.550	1.5	1.5	2.0	11.10	5.230	0.000	0.250
TRUCK DRIVER	ALL	3	33.700	36.550	1.5	1.5	2.0	11.10	5.230	0.000	0.250
TRUCK DRIVER	ALL	4	34.010	36.550	1.5	1.5	2.0	11.10	5.230	0.000	0.250
TRUCK DRIVER	ALL	5	34.900	36.550	1.5	1.5	2.0	11.10	5.230	0.000	0.250
TRUCK DRIVER	O&C	1	26.400	29.240	1.5	1.5	2.0	11.10	5.230	0.000	0.250
TRUCK DRIVER	O&C	2	26.780	29.240	1.5	1.5	2.0	11.10	5.230	0.000	0.250
TRUCK DRIVER	O&C	3	26.960	29.240	1.5	1.5	2.0	11.10	5.230	0.000	0.250
TRUCK DRIVER	O&C	4	27.210	29.240	1.5	1.5	2.0	11.10	5.230	0.000	0.250
TRUCK DRIVER	O&C	5	27.920	29.240	1.5	1.5	2.0	11.10	5.230	0.000	0.250
TUCKPOINTER	BLD		32.380	33.880	1.5	1.5	2.0	8.600	9.870	0.000	0.590

Legend:
RG (Region)
TYP (Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers)
C (Class)
Base (Base Wage Rate)
FRMAN (Foreman Rate)
M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.
OSA (Overtime (OT) 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.

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

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

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

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

Class 4. Low Boy and Oil Distributors.

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

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

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

OPERATING ENGINEERS - BUILDING

Class 1. Cranes; Overhead Cranes; Gradall; All Cherry Pickers; Mechanics; Central Concrete Mixing Plant Operator; Road Pavers (27E - Dual Drum - Tri Batchers); Blacktop Plant Operators and Plant Engineers; 3 Drum Hoist; Derricks; Hydro Cranes; Shovels; Skimmer Scoops; Koehring Scooper; Drag Lines; Backhoe; Derrick Boats; Pile Drivers and Skid Rigs; Clamshells; Locomotive Cranes; Dredge (all types) Motor Patrol; Power Blades - Dumore - Elevating and similar types; Tower Cranes (Crawler-Mobile) and Stationary; Crane-type Backfiller; Drott Yumbo and similar types considered as Cranes; Caisson Rigs; Dozer; 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 Macadem; Concrete Breakers; Concrete Spreaders; Mule Pulling Rollers; Center Stripper; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Cement Finishing Machine; Barber Green or similar loaders; Vibro Tamper (All similar types) Self-propelled; Winch or Boom Truck; Mechanical Bull Floats; Mixers over 3 Bag to 27E; Tractor pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Truck Type Hoptoe Oilers; Fireman; Spray Machine on Paving; Curb Machines; Truck Crane Oilers; Oil Distributor; Truck-Mounted Saws.

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

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

CLASS 1. Cranes; Hydro Cranes; Shovels; Crane Type Backfiller; Tower, Mobile, Crawler, & Stationary Cranes; Derricks; Hoists (3 Drum); Draglines; Drott Yumbo & Similar Types considered as Cranes; 360 Degree Swing Excavator (Shears, Grapples, Movacs, etc.); Back Hoe; Derrick Boats; Pile Driver and Skid Rigs; Clam Shell; Locomotive - Cranes; Road Pavers - Single Drum - Dual Drum - Tri Batcher; Motor Patrols & Power Blades - Dumore - Elevating & Similar Types; Mechanics; Central Concrete Mixing Plant Operator; Asphalt Batch Plant Operators and Plant Engineers; Gradall; Caisson Rigs; Skimmer Scoop - Koering Scooper; Dredges (all types); Hoptoe; All Cherry Pickers; Work Boat; Ross Carrier; Helicopter; Dozer; Tournadozer; Tournapulls - all and similar 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.

ORDINANCE NO. 2730-15/16

AN ORDINANCE AUTHORIZING THE SALE OF REAL PROPERTY

WHEREAS, the CITY OF PEKIN, ("City") owns approximately 5.00± acres as legally described in Exhibit "A" (Plat of Survey – Lot 1A) attached hereto and incorporated herein by reference thereto; and

WHEREAS, Seller is desirous of selling said 5.00± acre, tract of real estate to ENVIRO-SAFE REFRIGERANTS, INC. ("Buyer"); and

WHEREAS, it is deemed in the best interests of the CITY OF PEKIN to sell said property; and

WHEREAS, the City and the Buyer have previously negotiated an option to purchase the Property; and

WHEREAS, the City Council has found and determined it in the best interests of the CITY OF PEKIN and its residents that the CITY OF PEKIN sell said 5.00± acre, tract of real estate; and

WHEREAS, the CITY OF PEKIN is a home rule unit of government under Section 6 of Article VII of the 1970 Constitution of the State of Illinois.

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

SECTION I. That the CITY OF PEKIN finds as facts the recitals herein above set forth.

SECTION II. That the Option to Purchase between the CITY OF PEKIN and ENVIRO-SAFE REFRIGERANTS, INC., for the sum of Fifty Thousand Dollars and No Cents ($50,000.00) Dollars is hereby accepted by the CITY OF PEKIN, and said real estate shall be sold to the Buyer.

SECTION III. That the Mayor and City Clerk are hereby authorized, respectively, for and on behalf of the CITY OF PEKIN, to execute and attest documents as may be necessary to consummate the transaction contemplated herein.

SECTION IV. All Ordinances or portions thereof in conflict with this Ordinance are hereby repealed.

SECTION V. That this Ordinance shall be in full force and effect from and after its passage, approval, and publication as may be required by law.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTANING: _____

PASSED in the due form of law by the City Council of the CITY OF PEKIN, Tazewell and Peoria Counties, Illinois, at its regular meeting held on the ____ day of _____, 2015.

MAYOR

ATTEST:

CITY CLERK

EXHIBIT "A"

PLAT OF SURVEY

PLAT OF SURVEY

SURVEY OF LOT 1 AND LOT 1A OF RIVERWAY BUSINESS PARK 3RD ADDITION, FINAL PLAT, BEING PART OF THE SE1/4, SECTION 10, T24N, R5W OF THE 3RD P.M., TAZEWELL COUNTY, ILLINOIS

GRAPHIC SCALE

(IN FEET)
1 inch = 100 ft.

Note: Bearings shown hereon are assumed for descriptive purposes and pertain to this plat only.

LEGEND

(R'S) = RECORD INFORMATION
○ = 5/8" I.D. IRON ROD
● = FOUND IRON ROD OR PIPE
= NOT TO SCALE
= SET RR SPIKE

LEGAL DESCRIPTION LOT 1

BEING PART OF RIVERWAY BUSINESS PARK 3RD ADDITION, FINAL PLAT, BEING PART OF THE SE1/4, SECTION 10, T24N, R5W OF THE 3RD P.M., TAZEWELL COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID SE1/4 SECTION 10;
THENCE S 00°04'22" E, ALONG THE EAST LINE OF SAID SE1/4 SECTION 10, 582.99 FEET TO A POINT;
THENCE N 89°58'33" W, 582.99 FEET TO AN IRON ROD BEING THE POINT OF BEGINNING 1, (P.O.B.1);
THENCE S 00°00'26" E, 999.41 FEET TO AN IRON ROD;
THENCE S 89°43'06" W, 658.89 FEET TO AN IRON ROD BEING ON THE WEST LINE OF THE SE1/4, SE1/4 SECTION 10;
THENCE N 00°00'26" W, ALONG SAID WEST LINE SE1/4, SE1/4 SECTION 10, 999.41 FEET TO AN IRON ROD;
THENCE S 89°58'33" E, 658.89 FEET TO THE SAID POINT OF BEGINNING 1, (P.O.B.1); LOT 1 CONTAINING 15.00 ACRES MORE OR LESS AND SUBJECT TO ALL EXISTING EASEMENTS AND RIGHTS OF WAY.

LEGAL DESCRIPTION LOT 1A

BEING PART OF RIVERWAY BUSINESS PARK 3RD ADDITION, FINAL PLAT, BEING PART OF THE SE1/4, SECTION 10, T24N, R5W OF THE 3RD P.M., TAZEWELL COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID SE1/4 SECTION 10;
THENCE S 00°04'22" E, ALONG THE EAST LINE OF SAID SE1/4 SECTION 10, 582.99 FEET TO A POINT;
THENCE N 89°58'33" W, 132.88 FEET TO AN IRON ROD BEING THE POINT OF BEGINNING 2, (P.O.B.2);
THENCE S 00°00'26" E, ALONG THE EAST LINE OF THE NE1/4, SE1/4 SECTION 10, 999.41 FEET TO AN IRON ROD;
THENCE S 89°43'06" W, 219.11 FEET TO AN IRON ROD;
THENCE N 00°00'26" W, 999.50 FEET TO AN IRON ROD;
THENCE S 89°58'33" E, 219.11 FEET TO THE SAID POINT OF BEGINNING 2, (P.O.B.2); LOT 1A CONTAINING 5.00 ACRES MORE OR LESS AND SUBJECT TO ALL EXISTING EASEMENTS AND RIGHTS OF WAY.

PLAT SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF TAZEWELL) SS

I, DONALD W. KLEIN, AN ILLINOIS REGISTERED LAND SURVEYOR #2894, DO HEREBY STATE THAT I HAVE PLATTED AND SURVEYED RIVERWAY BUSINESS PARK 3RD ADDITION, FINAL PLAT, BEING PART OF THE SE1/4, SECTION 10, T24N, R5W OF THE 3RD P.M., TAZEWELL COUNTY, ILLINOIS, IN COMPLIANCE WITH ORDINANCES AND CODES OF SAID PLAT BY THE ADMINISTRATIVE RULES OF THE ILLINOIS COMPILED STATUTES AND BOUNDARY SURVEYS, SECTION 4-10, AS AMENDED, MINIMUM STANDARDS OF PRACTICE. I FURTHER STATE THAT THE PLAT HEREON IS DRAWN TO A SCALE OF ONE INCH EQUALS 100 FEET AND THAT CORNER MONUMENTS SAID SURVEY AND THAT SAID PLAT IS WITHIN THE CITY OF PEKIN, AND IS NOT WITHIN 1 1/2 MILES OF ANY MUNICIPALITY HAVING A PLAT OFFICIAL PLAN OR MAP.

DATED THIS 31st DAY OF MAY, 2013 A.D.

DONALD W. KLEIN
ILLINOIS REGISTERED LAND SURVEYOR #2894
LICENSE EXPIRES NOVEMBER 30, 2013
PROFESSIONAL DESIGN FIRM #184.005748

STATE OF ILLINOIS)
COUNTY OF TAZEWELL) SS

I, Michael Gusson, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT DONALD W. KLEIN, PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE SIGNED AND DELIVERED THE SAID INSTRUMENT AS HIS FREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES THEREIN SET FORTH.

5/31/2013

NOTARY PUBLIC

STATE OF ILLINOIS)
COUNTY OF TAZEWELL) SS

I, COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT I FIND NO DELINQUENT GENERAL TAXES, UNPAID CURRENT SPECIAL TAXES, UNPAID SPECIAL ASSESSMENTS, UNPAID CURRENT SPECIAL ASSESSMENTS AGAINST ANY OF THE LAND INCLUDED IN THE PLAT AS SHOWN BY THE RECORDS IN MY OFFICE AND THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION THEREWITH.

GIVEN UNDER MY HAND AND SEAL OF SAID COUNTY THIS _____ DAY OF _____ A.D. 20__.

COUNTY CLERK

Ronald C. Sieh, THE CITY ENGINEER OF THE CITY OF PEKIN, DO HEREBY APPROVE THIS FINAL SURVEY PLAT AND ACKNOWLEDGE THAT IT MEETS THE REQUIREMENTS OF THE CITY OF PEKIN'S SUBDIVISION CODE AND COMPREHENSIVE PLAN.

DATED THIS 31st DAY OF May, A.D. 2013

CITY ENGINEER

KLEIN LAND SURVEYING

REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk & City Manager

From: Michael Guerra, City Engineer

AGENDA ITEM: Change Order - Wastewater Treatment Plant, Phase 3 & 4 Package A

AGENDA DATE REQUESTED: June 8, 2015

ACTION REQUESTED: Approve Change Order #1 for Phase 3 & 4 Package A for the Long Term Control Plan Improvements in the amount of $56,363.69

DESCRIPTION: Phase 3 and Phase 4 are part of the Combine Sewer Outfall (CSO) projects that were outlined in the Long Term Control Plan (LTCP) which was approved by the State in March of 2011 as appropriate measures to bring the City into compliance with the federal CSO Control Policy. This package included the remodeling and updating of the North Treatment Plant (002) to allow for additional detention storage of wastewater during rain events along with the lining of the two 30" interceptors (CSO and North) located along the Illinois River to preserve the infrastructure and reduce infiltration. The project started at the beginning of this year.

This is the first change order to account for the unforeseen conditions which include the condition of the inlet pipe to the storage basin, the overall condition of sidewalks around the tanks and a buried valve that was discovered after the site was cleared of timber and the reshaping of the storage basin. There was also an additional manhole and a section of elliptical pipe that were not identified on existing drawings for the interceptors along the river that needed to be included in the lining portion of the project. The other is for a credit where a smaller check valve could be utilized for construction providing savings on the project. Attached are the descriptions of the changes that are required with the amount added or deducted. The request for proposal documentation packet will be available for review with the City Clerk or the City Engineer.

Overall for phase 3 & 4 Package A the original contract was $2,639,030.78 and with this change order it is now $2,695,394.47 which is a 2.1% increase and within the allowable loan contingency of 3%.

I would recommend that this change order for the project be approved so that phase 3 & 4 can be completed.

FINANCIAL IMPACT: $56,363.69 of the planned contingency incorporated into the loan

NEIGHBORHOOD CONCERNS: Overall this project will help the City maintain compliance with the EPA regulations

IMPACT IF APPROVED: The work will incorporated into the contract

IMPACT IF DENIED: The work will not be incorporated into the contract

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.]

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

REQUIRED SIGNATURES

Department Director:

Date: 6/1/2015

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

Date:

Corporation Counsel:

Date:

City Manager:

Date:

RFPs and Change Order Summary for Phase 3-4 Package A

RFP Number	Date	Description	Proposal Amount	Negotiated Amount	Change Order Number	Code
1	4/6/2015	Differing Site Condition Adjustments	$72,938.97	$56,363.69	1	
		Item 1- replace inlet pipe to storage basin				UF
		Item 2 - Additonal buried manhole lining				UF
		Item 3 - Credit for check values				VE
		Item 4 - existing gate valve				UF
		Item 5 - Deleted				
		Item 6 - Revised to cover existing sidewalks				UR
		Item 7- Additional pipe liner for elliptical pipe				UF
		Total Change Order No. 1	$72,938.97	$56,363.69	1	
Total Change Orders				$56,363.69		
Original Contract				$2,639,030.78		
Current Contract				$2,695,394.47		
Loan Contingency			3.00%	$79,170.92		
Remaining Loan Contingency			0.86%	$22,807.23		

Codes: UR-User Request; UF-Unforeseen Condition; DE-Design Error; CR-Code Revision; CE-Contractor Error; PC- plan clearification; VE-Value Engineering

Change Order

No. 1

Date of Issuance: 06/09/2015

Project: Combined Sewer Overflow (CSO) Long term Control Plan Improvements – Phase 3 and 4 Package A	Owner: City of Pekin
Contract: Wastewater Treatment Plant (STP #1) Improvements – Phase 2A	Date of Contract: 01/27/2015
Contractor: Leander Construction, Inc.	

The Contract Documents are modified as follows upon execution of this Change Order:

Description:
See Attachment #1 – List of Change Order Items and Justifications

Attachments (list documents supporting change):
See Attached RFP# 1

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: $ 2,639,030.78	Original Contract Times: ☐ Working days X Calendar days Substantial completion (days or date): 340 Ready for final payment (days or date): 375
[Increase] from previously approved Change Orders $ .00	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: Substantial completion (days): N/A Ready for final payment (days):
Contract Price prior to this Change Order: $ 2,639,030.78	Contract Times prior to this Change Order: Substantial completion (days or date): 340 Ready for final payment (days or date): 375
Increase of this Change Order: $ 56,363.69	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): N/A Ready for final payment (days or date):
Contract Price incorporating this Change Order: $ 2,695,394.47	Contract Times with all approved Change Orders: Substantial completion (days or date): 340 Ready for final payment (days or date): 375

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: Pat Sheridan	By:	By:
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: 5-19-2015	Date:	Date: 05/19/15

Approved by Funding Agency (if applicable):

ATTACHMENT #1

Change Order Items Summary and Justification

1. RFP #1:

   Item 1: An existing inlet pipe into the storage basin is severely deteriorated at the crown and the discharge outlet has eroded causing the existing out let pad to slough off. The pipe will be replaced concrete anchored and sloped to the outlet pad.

   Item 2: An existing buried manhole was located during the project pipe lining video inspection. This manhole requires interior lining as the other project manholes.

   Item 3: Deduct credit for use of a smaller check valves at the aeration blowers

   Item 4: Existing gate valve serving former and no longer in service sludge ponds that must be secured, plugged and capped.

   Item 5: Deleted

   Item 6: Revised to provide earth cover and seeding/mulch over the existing sidewalks to remain which are cracked, deteriorated, damaged and have settled/eroded. The cost of demolishing and removing the existing sidewalks is avoided. The existing sidewalks cannot remain as is due to safety issues and further concerns.

   Item 7: Additional pipe lining material and associated labor for a segment of elliptical piping encountered during the pre-lining television inspection. The odd shape of the existing pipe requires a thicker lining material for structural integrity

See attached RFP and Change Order Proposal Packets for additional details.

Pekin
ILLINOIS

REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk & City Manager

From: Michael Guerra, City Engineer

AGENDA ITEM: Intergovernmental Agreement for the Municipal Maintenance of State Highways

AGENDA DATE REQUESTED: 6-8-2015

ACTION REQUESTED: To approve the Intergovernmental Agreement with IDOT for the maintenance of the State Highways through the City of Pekin

DESCRIPTION: This agreement is with Illinois Department of Transportation (IDOT) for the maintenance of the State Highways in Pekin. This is a ten year agreement that will replace the agreement set to expire on June 30th. With this agreement the City of Pekin will get compensated to operate and maintain the state highways which include IL 29 from Koch Street to Coolidge and Court Street from 2nd Street to Veterans. This consists of routine maintenance operations such as snow and ice control, cleaning the streets and medians, pothole patching and others. Overall this agreement allows the City to have some determination on the level of service that these routes receive due to the importance of these roads for the City. For this state fiscal year the City of Pekin will receive $96,721.89 for the maintenance which is a 2.7% increase over last year's compensation.

Once Veterans/VFW is completed the sections of IL 9 from Fifth Street to Veterans will be removed from this agreement.

I recommend that the agreement be approved.

FINANCIAL IMPACT: Income of $96,721.89 for this year to help offset the cost of maintaining the roads

NEIGHBORHOOD CONCERNS: Level of response for snow removal, sweeping, and other routine maintenance for IL 9 and IL 29

IMPACT IF APPROVED: The City will maintain the highways in accordance to the agreement and determine the level of response for routine maintenance

IMPACT IF DENIED: It will be IDOT's responsibility to maintain the highways and determine the level of responsiveness to routine maintenance

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.]

	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
	A Safe Community. To protect community life and property by providing effective, principled police and fire services.

√	**A Strong Foundation.** To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
	A High Quality of Life. To support or provide services that improves the quality of life for Pekin's residents.
	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.
REQUIRED SIGNATURES	
Department Director: Date: 6/3/15	
Finance Department (Certification of Availability of Funds)**:** Date:	
Corporation Counsel: Date:	
City Manager: Date:	

Illinois Department of Transportation
Division of Highways / Region 3 / District 4
401 Main Street / Peoria, Illinois / 61602-1111
Telephone 309/671-3333

May 29, 2015

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

Dear City Clerk:

The Illinois Department of Transportation, on behalf of the State of Illinois, intends to enter into an Intergovernmental Agreement ("Agreement") for Maintenance of Municipal Streets with your municipality. The scope of work, including the roadways covered in this Agreement, is listed in Part 5. This will replace our previous ten-year Agreement which expires on June 30, 2015.

Part 5 includes a clause to allow modifications to the location listing, as appropriate, and as mutually agreed to by both parties. Please indicate on the blank, the name of the representative from the Governmental Body who is authorized to approve these modifications.

Updated Computation Sheets for the period of July 1, 2015, to June 30, 2016, are included with the contract. The adjustment factor used to determine the rates is based on the 2.71% increase published by the Engineering News Record. The annual payment for your city will be $96,721.89.

Please review and sign the attached two copies of the Agreement, and return them to: **Illinois Department of Transportation, 401 Main Street, Peoria, IL 61602-1111**. In order to execute the contract by July 1, 2015, please return it no later than **June 11, 2015**. One original of the executed Agreement will be sent back to you once all parties have signed it.

If you have any questions, please contact Clifford Williams at (309) 671-4485.

Sincerely,

Kensil A. Garnett, P.E.
Deputy Director of Highways,
Region Three Engineer

CW:bh\o:\op\gen\winword\serv&dev\fy 16 revised 16 maintenance agreements 2015\pekin.docx

Enclosures

cc: File

Illinois Department of Transportation

Intergovernmental Agreement

Governmental Body Name **City of Pekin**			
Address 111 S. Capitol Street			
City, State, Zip Pekin, Illinois 61550			
Remittance Address (if different from above)			
City, State, Zip			
Telephone Number (309) 477-2300	Fax Number (309) 346-2095	FEIN/TIN 30-00006840	DUNS NA

Brief Description of Service (full description specified in Part 5) Routine maintenance of State routes.			
Compensation Method (full details specified in Part 6) Lump Sum			Agreement Term From: July 01, 2015
Total Compensation Amount $1,051,000 Estimate		Advance Pay ☐ Yes ☒ No	To: June 30, 2025

Required Signatures

By signing below, the GOVERNMENTAL BODY and the DEPARTMENT agree to comply with and abide by all provisions set forth in Parts 1-8 herein and any Appendices thereto.

For The GOVERNMENTAL BODY:

(Name and Title of Authorized Representative) (Signature of Authorized Representative) Date

For The DEPARTMENT:

Aaron A. Weatherholt, Deputy Director, Division of Highways Date

William M. Barnes, Chief Counsel (Approved as to form) Date

By:

Omer M. Osman, P.E., Director, Division of Highways & Chief Engineer

Date:

Jim J. Ofcarcik, Interim Chief Financial Officer Date

By:

By:

Randall S. Blankenhorn, Acting Secretary of Transportation Date

By:

Print Name

Print Title

INTERGOVERNMENTAL AGREEMENT
FOR
ROUTINE MAINTENANCE OF STATE ROUTES

This Agreement is by and between

City of Pekin
Please type or print legibly the GOVERNMENTAL BODY'S legal name and address

111 S. Capitol Street

Pekin, IL 61550

Attn: City Clerk

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	Certification Regarding Lobbying
Part 8	Agreement Award Notification

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 01, 2015** to **June 30, 2025**.

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. 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. Cost Category Transfer Request. For all transfers between or among appropriated and allocated cost categories, DEPARTMENT approval is required. To secure approval, the GOVERNMENTAL BODY must submit a written request to the DEPARTMENT detailing the amount of transfer, the cost categories from and to which the transfer is to be made, and rational for the transfer.

G. 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 for $100,000 or more 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 $20,000.00, ($10,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, (currently set at $50,000.00 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 for $50,000.00 or more for goods and services and $20,000.00 or more 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 that are employed by the DEPARTMENT for any work required by the terms of this Agreement while they are still employed by the DEPARTMENT.

PART 3
FEDERALLY FUNDED AGREEMENTS

[Not applicable to this Agreement.]

PART 4
SPECIFIC PROVISIONS

A. Invoices. Invoices submitted by the GOVERNMENTAL BODY will be based on the approved annual lump sum amount for completion of Part 5, Scope of Services and as described in Part 6, Compensation for Services. Furthermore, if any of the deliverables in Part 5 are not satisfactorily completed as determined by the DEPARTMENT, the DEPARTMENT will advise the municipality of the deficiencies to be corrected before invoicing will be authorized.

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 4
Attn.: Cliff Williams
401 Main Street
Peoria, IL 61602

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 ***July 31st*** 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 direct 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 or the GOVERNMENTAL BODY may terminate the Agreement by giving the other party ninety (90) 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. Any documents, data, records, or other information given to or prepared by the GOVERNMENTAL BODY pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by the DEPARTMENT. All information secured by the GOVERNMENTAL BODY from the DEPARTMENT in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by the DEPARTMENT.

H. Reporting/Consultation. The GOVERNMENTAL BODY shall consult with and keep the DEPARTMENT fully informed as to the progress of all matters covered by this Agreement.

I. Travel Expenses. Expenses for travel, lodging, or per diem is NOT allowed 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.

GOVERNMENTAL BODY shall defend, indemnify and hold the DEPARTMENT harmless against a third-party action, suit or proceeding ("Claim") against the DEPARTMENT to the extent such Claim is based upon an allegation that a Product, as of its delivery date under this Agreement, infringes a valid United States patent or copyright or misappropriates a third party's trade secret.

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: City of Pekin

Taxpayer Identification Number: 30-00006840

Legal Status (check one):

☐ Tax-exempt ☒ Government

☐ Nonresident Alien ☐ 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. The GOVERNMENTAL BODY agrees to operate and maintain specific portions of the State Highway system that are currently under the DEPARTMENTS jurisdiction, specifically the portions of that system located within the GOVERNMENTAL BODY's boundary as shown in Attachment A:
AS SHOWN ON THE ATTACHED COMPUTATION SHEET

This maintenance location listing may be modified as appropriate and mutually agreed to by both parties. Such modification shall be reduced to writing and must be approved by the Regional Engineer or his or her designee on behalf of IDOT and by* _____ on behalf of the Governmental Body. It is understood these modifications may result in a modification to the total payments under this agreement. However, the parties hereby agree that a formal amendment to the agreement is not necessary to modify the locations nor is a formal amendment necessary to modify a change in cost associated with the change in locations provided the change in amount of total payments is less than 10%.

B. Maintenance Requirements. The GOVERNMENTAL BODY's maintenance responsibilities include, but are not limited to the following routine services, as necessary:

- routine surface and pothole repairs
- temporary full depth patching;
- removing expansion bumps on bituminous surfaces;
- sealing cracks and joints;
- cleaning;
- picking up litter;
- controlling snow and ice; and
- all other routine operational services.

Note: Median maintenance, when applicable, includes the following:

- sweeping;
- picking up litter;
- mowing; and
- repairing surface.

C. Responsibilities. The GOVERNMENTAL BODY agrees to the following:

- must obtain written approval from the DEPARTMENT before cutting or opening the curb or the pavement of any highway, which is covered in this AGREEMENT;
- must undertake all measures, including notifying the DEPARTMENT of the need for legal action, to require utility owners or permit holders to adjust, maintain, repair, and restore all pavement

cuts, curb openings, utility frames, municipal frames, grates, and covers that are disturbed by settlement, construction, or repair;

- must notify the DEPARTMENT of the need to inform utility owners or permit holders to pay all costs of adjustment, maintenance, repair and restoration;
- must ensure that the work adheres to all applicable laws, rules and regulations, as well as the DEPARTMENT's standards (the most recent edition of Standard Specifications for Road and Bridge Construction, and subsequent updates); and
- must request and obtain written approval from the DEPARTMENT's Regional Engineer or his designee before doing any extra work not specifically identified in this AGREEMENT.

PART 6
COMPENSATION FOR SERVICES

A. Funding: State Funds (Appropriation Code: 011-49405-4472-0200) $1,051,000 (estimate) 100% Share

B. Terms and Conditions:

1. GOVERNMENTAL BODY agrees that total payment for each fiscal year from 2016 through 2025 must not exceed the previous year's total payment **plus** cost adjustment. [Cost adjustment means the previous year's total payment x % change of the Construction Cost Index, which is published in the Engineering News Record (January edition for each year)]. Payment for the cost of approved extra work will be added to the total funding as provided in Part 5, last paragraph;

2. The DEPARTMENT will calculate the compensation for services according to the DEPARTMENT's Bureau of Operations Maintenance Policy Manual, Section 11-800.2.4 Rate of Compensation; and Section 11-800.2.5 Empirical Formula – Municipal Maintenance of State Highways, and send an annual letter to the GOVERNMENTAL BODY notifying it of the new annual Lump Sum approved amount according to the attached Computation Sheet – Municipal Maintenance (Attachment A) under the conditions stated in Section B.1 above;

3. The GOVERNMENTAL BODY must submit an invoice voucher every 3 months (quarterly), based on the approved annual Lump Sum amount; and

4. The DEPARTMENT will pay the GOVERNMENTAL BODY's quarterly invoice vouchers on or about September 30, December 31, March 31, and June 30 of each fiscal year, subject to the DEPARTMENT's inspection for satisfactory operation and maintenance of covered streets.

PART 7
CERTIFICATION REGARDING LOBBYING
(49 CFR PART 20)
[NOT APPLICABLE TO THIS AGREEMENT]

PART 8

AGREEMENT AWARD NOTIFICATION

REQUIRED FOR ALL PROJECTS

Does this project receive Federal funds? ☐ Yes ☒ No

Amount of Federal funds: None

Federal Project Number: NA

Name of Project: State Routes Maintenance Agreement

CFDA Number*, Federal Agency, Program Title: NA

*For CFDA (Catalog of Federal Domestic Assistance) Number, refer to original Federal Award/Grant Agreement.

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
CITY OF PEKIN

For the Period
Beginning July 1, 2015 Ending June 30, 2016

CITY OF PEKIN COMPUTATION SHEET - MUNICIPAL MAINTENANCE FY 16

ROUTE	SECTION	STREET NAME	FROM	TO	TOTAL WIDTH	BUILT BY	WIDTH	NO. LANES	LOCATION	LENGTH IN FEET	LANE MILES	ADT	ADT/ LANES	SOURCE	RATE PER LN. MI.	ADJ. FACTOR	ROUTE TOTALS
ILL 9		One Way EB															
		*Margret	Second	Sixth	40' & var	C/S	28	3-of 3	left/center	2434	1.38	5888	1963	2012	421.3	5.91	$3,436.04
		Margret	sixth	court & Eighth	40' & var	C/S	30	2 of2		1079	0.41	7300	3650	2013	532.5	5.91	$1,290.30
ILL 9		One Way WB															
		Eighth	court	Broadway	60'	C/S	30'	2 of4	Center	300	0.11	8400	4200	2013	560	5.91	$364.06
		Eighth	Broadway	Ann Eliza	30' & var	C/S	30'	2 of 2	All	300	0.11	8900	4450	2013	572.5	5.91	$372.18
		Ann Eliza	Eighth	Fifth	30'	C/S	30'	2 of 2	All	1253	0.48	5500	2750	2013	487.5	5.91	$1,382.94
ILL 9/29		*Ann Eliza	Fifth	Second	36'	C/S	24'	2 OF 3	left/center	1854	0.7	6866	3433	2013	521.65	5.91	$2,158.07
		Second	Ann Eliza	Margaret	40'	C/S	40'	3 of 3	All	240	0.14	3550	1183	2013	343.3	5.91	$284.05
ILL 9		Two-Way															
		Court	Eighth	160' W. of Hilltop rd.	52'	C/S	10' &11'	5 of5	Center	10610	10.05	18925	3785	2013	539.25	5.91	$32,029.02
		Court	160' W. of Hilltop Drive	TR93A (Mall Rd.)	52'	C/S	10' &11'	2 of 4	Center	6072	2.3	11327	5664	2013	613.28	5.91	$8,336.32
		Court	300' W. of Pwy	300' W. of Cottage Grove Ave.			4' &var	C & G		600	0.11	23900		2013	330	5.91	$214.53
		Court	160' W. of Hilltop Drive	TR93A (Mall Rd.)			4' &var	C & G		6072	1.15			2011	330	5.91	$2,242.85
ILL 9	Lt. Turn lanes	Court		Valle Vista			12	1		186	0.04	22800	22800	2013	956	5.91	$226.00
	3-Lt. Turn EB	Court	Valle Vista	Olt			12 var	3		430	0.24	18600	6200	2013	624	5.91	$885.08
	2-Lt. Turn WB	Court	Olt	Valle Vista			12 var	2		293	0.11	18600	9300	2013	686	5.91	$445.97
	3-Lt. Turn EB	Court	Olt	Barney Dr.			12 var	3		583	0.33	18600	6200	2013	624	5.91	$1,216.99
	2-Lt. Turn WB	Court	Barney Dr.	Olt			12 var	2		237	0.09	18600	9300	2013	686	5.91	$364.88
	3-Lt. Turn EB	Court	Barney Dr.	Veterans			12 var	3		624	0.354	13100	4367	2013	568.35	5.91	$1,189.07
	3-Lt. Turn WB	Court	Veterans	Barney Dr.			12 var	3		555	0.315	13100	4367	2013	568.35	5.91	$1,058.07
	Lt. Turn WB	Court	E of Veterans	Veterans			12 var	1		306	0.06	6550	6550	2013	631	5.91	$223.75
ILL 29		Second	Koch	3rd street connection	40'	C & S	24'	3 of 3	Center	4900	2.79	13250	4417	2013	571	5.91	$9,415.16
	Lt. Turn	Second	N. of Derby				12'	1		210	0.04	13400	13400	2013	768	5.91	$181.56
	Rt. Turn	Second	S. of Derby				12'	1		200	0.04	13100	13100	2013	762	5.91	$180.14
		Second	3rd St connection	Washington	var	C & S	10'-12'	4 of 4		500	0.38	7500	1875	2013	412.5	5.91	$926.39
	Median	Second	Franklin	3rd St.	var		4' & var	raised		1000	0.19			2011	330	5.91	$370.56
	Lt. Turn	Second		Washington			21'	1		200	0.04	7500	7500	2013	650	5.91	$153.66
		Second	Washington	Franklin	var	C & S	10'-12'	4		500	0.38	7500	1875	2013	412.5	5.91	$926.39
		Second	Franklin	Magaret	40'	C & S	12'	3 of 3		2550	1.45	7500	2500	2013	475	5.91	$4,070.51
		*Second	Magaret	Ann Eliza	40'	C & S	12'	3 of 3		220	0.13	3550	1183	2013	343.3	5.91	$263.76
	Lt. Turn	Second		Court St.			12'	1		250	0.05	6000	6000	2013	620	5.91	$183.21
		3rd st.	2nd st connection	Margaret	30'	C & S	12'	2 of 2		2940	1.11	7050	3525	2013	526.25	5.91	$3,452.25
	Lt. Turn	3rd st.		Margaret		C & S	12'	1		150	0.03	7050	7050	2013	641	5.91	$113.65
ILL 9		*3rd st.	Margaret	Ann Eliza		C & S	12'	2 of 2		220	0.08	4550	2275	2013	452.5	5.91	$213.94
ILL 29		Fifth	Ann Eliza	Charlotte	40'	C & S	36'	3 of 3		1576	0.9	11450	3817	2013	540.85	5.91	$2,876.78
		Fifth	Charlotte	Eight			36'	3 of 3		513	0.29	11450	3817	2013	540.85	5.91	$926.96
		Fifth	Margaret	Ann Eliza			24'	2 of 2		200	0.08	8600	4300	2013	565	5.91	$267.13
	Lt. Turn	Fifth	S of Ann Eliza				10	1		100	0.02	8600	8600	2013	672	5.91	$79.43
	Lt. Turn	Fifth	N. of Margaret				10'	1		100	0.02	8600	8600	2013	672	5.91	$79.43
	Median	Fifth	Eighth	Ann Eliza			10' & var	flush		2164	0.41			2013	165	5.91	$399.81
		Eighth	Fifth	4'N of Colidge Ave.	60'	C & S	58'	5 of 5		3700	3.5	19800	3960	2013	673	5.91	$13,921.01
									TOTAL	Lane miles	30.409				Total amount		**$96,721.89**

Illinois Department of Transportation

Intergovernmental Agreement

Governmental Body Name **City of Pekin**			
Address 111 S. Capitol Street			
City, State, Zip Pekin, Illinois 61550			
Remittance Address (if different from above)			
City, State, Zip			
Telephone Number (309) 477-2300	Fax Number (309) 346-2095	FEIN/TIN 30-00006840	DUNS NA

Brief Description of Service (full description specified in Part 5) Routine maintenance of State routes.			
Compensation Method (full details specified in Part 6) Lump Sum			Agreement Term From: July 01, 2015
Total Compensation Amount $1,051,000 Estimate		Advance Pay ☐ Yes ☒ No	To: June 30, 2025

Required Signatures

By signing below, the GOVERNMENTAL BODY and the DEPARTMENT agree to comply with and abide by all provisions set forth in Parts 1-8 herein and any Appendices thereto.

For The GOVERNMENTAL BODY:

(Name and Title of Authorized Representative) (Signature of Authorized Representative) Date

For The DEPARTMENT:

Aaron A. Weatherholt, Deputy Director, Division of Highways Date

William M. Barnes, Chief Counsel (Approved as to form) Date

By:

Omer M. Osman, P.E., Director, Division of Highways & Chief Engineer

Date:

Jim J. Ofcarcik, Interim Chief Financial Officer Date

By:

By:

Randall S. Blankenhorn, Acting Secretary of Transportation Date

By:

Print Name

Print Title

INTERGOVERNMENTAL AGREEMENT
FOR
ROUTINE MAINTENANCE OF STATE ROUTES

This Agreement is by and between

City of Pekin
Please type or print legibly the GOVERNMENTAL BODY'S legal name and address

111 S. Capitol Street

Pekin, IL 61550

Attn: City Clerk

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	Certification Regarding Lobbying
Part 8	Agreement Award Notification

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 01, 2015** to **June 30, 2025**.

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. 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. Cost Category Transfer Request. For all transfers between or among appropriated and allocated cost categories, DEPARTMENT approval is required. To secure approval, the GOVERNMENTAL BODY must submit a written request to the DEPARTMENT detailing the amount of transfer, the cost categories from and to which the transfer is to be made, and rational for the transfer.

G. 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 for $100,000 or more 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 $20,000.00, ($10,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, (currently set at $50,000.00 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 for $50,000.00 or more for goods and services and $20,000.00 or more 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 that are employed by the DEPARTMENT for any work required by the terms of this Agreement while they are still employed by the DEPARTMENT.

PART 3
FEDERALLY FUNDED AGREEMENTS

[Not applicable to this Agreement.]

PART 4
SPECIFIC PROVISIONS

A. Invoices. Invoices submitted by the GOVERNMENTAL BODY will be based on the approved annual lump sum amount for completion of Part 5, Scope of Services and as described in Part 6, Compensation for Services. Furthermore, if any of the deliverables in Part 5 are not satisfactorily completed as determined by the DEPARTMENT, the DEPARTMENT will advise the municipality of the deficiencies to be corrected before invoicing will be authorized.

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 4
Attn.: Cliff Williams
401 Main Street
Peoria, IL 61602

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 ***July 31st*** 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 direct 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 or the GOVERNMENTAL BODY may terminate the Agreement by giving the other party ninety (90) 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. Any documents, data, records, or other information given to or prepared by the GOVERNMENTAL BODY pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by the DEPARTMENT. All information secured by the GOVERNMENTAL BODY from the DEPARTMENT in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by the DEPARTMENT.

H. Reporting/Consultation. The GOVERNMENTAL BODY shall consult with and keep the DEPARTMENT fully informed as to the progress of all matters covered by this Agreement.

I. Travel Expenses. Expenses for travel, lodging, or per diem is NOT allowed 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.

GOVERNMENTAL BODY shall defend, indemnify and hold the DEPARTMENT harmless against a third-party action, suit or proceeding ("Claim") against the DEPARTMENT to the extent such Claim is based upon an allegation that a Product, as of its delivery date under this Agreement, infringes a valid United States patent or copyright or misappropriates a third party's trade secret.

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: City of Pekin

Taxpayer Identification Number: 30-00006840

Legal Status (check one):

☐ Tax-exempt ☒ Government

☐ Nonresident Alien ☐ 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. The GOVERNMENTAL BODY agrees to operate and maintain specific portions of the State Highway system that are currently under the DEPARTMENTS jurisdiction, specifically the portions of that system located within the GOVERNMENTAL BODY's boundary as shown in Attachment A:
AS SHOWN ON THE ATTACHED COMPUTATION SHEET

This maintenance location listing may be modified as appropriate and mutually agreed to by both parties. Such modification shall be reduced to writing and must be approved by the Regional Engineer or his or her designee on behalf of IDOT and by _____ on behalf of the Governmental Body. It is understood these modifications may result in a modification to the total payments under this agreement. However, the parties hereby agree that a formal amendment to the agreement is not necessary to modify the locations nor is a formal amendment necessary to modify a change in cost associated with the change in locations provided the change in amount of total payments is less than 10%.

B. Maintenance Requirements. The GOVERNMENTAL BODY's maintenance responsibilities include, but are not limited to the following routine services, as necessary:
- routine surface and pothole repairs
- temporary full depth patching;
- removing expansion bumps on bituminous surfaces;
- sealing cracks and joints;
- cleaning;
- picking up litter;
- controlling snow and ice; and
- all other routine operational services.

Note: Median maintenance, when applicable, includes the following:
- sweeping;
- picking up litter;
- mowing; and
- repairing surface.

C. Responsibilities. The GOVERNMENTAL BODY agrees to the following:
- must obtain written approval from the DEPARTMENT before cutting or opening the curb or the pavement of any highway, which is covered in this AGREEMENT;
- must undertake all measures, including notifying the DEPARTMENT of the need for legal action, to require utility owners or permit holders to adjust, maintain, repair, and restore all pavement

cuts, curb openings, utility frames, municipal frames, grates, and covers that are disturbed by settlement, construction, or repair;

- must notify the DEPARTMENT of the need to inform utility owners or permit holders to pay all costs of adjustment, maintenance, repair and restoration;
- must ensure that the work adheres to all applicable laws, rules and regulations, as well as the DEPARTMENT's standards (the most recent edition of Standard Specifications for Road and Bridge Construction, and subsequent updates); and
- must request and obtain written approval from the DEPARTMENT's Regional Engineer or his designee before doing any extra work not specifically identified in this AGREEMENT.

PART 6
COMPENSATION FOR SERVICES

A. Funding: State Funds (Appropriation Code: 011-49405-4472-0200) $1,051,000 (estimate) 100% Share

B. Terms and Conditions:

1. GOVERNMENTAL BODY agrees that total payment for each fiscal year from 2016 through 2025 must not exceed the previous year's total payment **plus** cost adjustment. [Cost adjustment means the previous year's total payment x % change of the Construction Cost Index, which is published in the Engineering News Record (January edition for each year)]. Payment for the cost of approved extra work will be added to the total funding as provided in Part 5, last paragraph;

2. The DEPARTMENT will calculate the compensation for services according to the DEPARTMENT's Bureau of Operations Maintenance Policy Manual, Section 11-800.2.4 Rate of Compensation; and Section 11-800.2.5 Empirical Formula – Municipal Maintenance of State Highways, and send an annual letter to the GOVERNMENTAL BODY notifying it of the new annual Lump Sum approved amount according to the attached Computation Sheet – Municipal Maintenance (Attachment A) under the conditions stated in Section B.1 above;

3. The GOVERNMENTAL BODY must submit an invoice voucher every 3 months (quarterly), based on the approved annual Lump Sum amount; and

4. The DEPARTMENT will pay the GOVERNMENTAL BODY's quarterly invoice vouchers on or about September 30, December 31, March 31, and June 30 of each fiscal year, subject to the DEPARTMENT's inspection for satisfactory operation and maintenance of covered streets.

PART 7
CERTIFICATION REGARDING LOBBYING
(49 CFR PART 20)
[NOT APPLICABLE TO THIS AGREEMENT]

PART 8

AGREEMENT AWARD NOTIFICATION

REQUIRED FOR ALL PROJECTS

Does this project receive Federal funds? ☐ Yes ☒ No

Amount of Federal funds: None

Federal Project Number: NA

Name of Project: State Routes Maintenance Agreement

CFDA Number*, Federal Agency, Program Title: NA

*For CFDA (Catalog of Federal Domestic Assistance) Number, refer to original Federal Award/Grant Agreement.

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
CITY OF PEKIN

For the Period
Beginning July 1, 2015 Ending June 30, 2016

CITY OF PEKIN COMPUTATION SHEET - MUNICIPAL MAINTENANCE FY 16

ROUTE	SECTION	STREET NAME	FROM	TO	TOTAL WIDTH	BUILT BY	WIDTH	NO. LANES	LOCATION	LENGTH IN FEET	LANE MILES	ADT	ADT/ LANES	SOURCE	RATE PER LN. MI.	ADJ. FACTOR	ROUTE TOTALS
ILL 9		One Way EB															
		*Margret	Second	Sixth	40' & var	C/S	28'	3-of 3	left/center	2434	1.38	5888	1963	2012	421.3	5.91	$3,436.04
		Margret	sixth	court & Eighth	40' & var	C/S	30'	2 of2		1079	0.41	7300	3650	2013	532.5	5.91	$1,290.30
ILL 9		One Way WB															
		Eighth	court	Broadway	60'	C/S	30'	2 of4	Center	300	0.11	8400	4200	2013	560	5.91	$364.06
		Eighth	Broadway	Ann Eliza	30' & var	C/S	30'	2 of 2	All	300	0.11	8900	4450	2013	572.5	5.91	$372.18
		Ann Eliza	Eighth	Fifth	30'	C/S	30'	2 of 2	All	1253	0.48	5500	2750	2013	487.5	5.91	$1,382.94
ILL 9/29		*Ann Eliza	Fifth	Second	36'	C/S	24'	2 OF 3	left/center	1854	0.7	6866	3433	2013	521.65	5.91	$2,158.07
		Second	Ann Eliza	Margaret	40'	C/S	40'	3 of 3	All	240	0.14	3550	1183	2013	343.3	5.91	$284.05
ILL 9		Two-Way															
		Court	Eighth	160' W. of Hilltop rd.	52'	C/S	10' &11'	5 of5	Center	10610	10.05	18925	3785	2013	539.25	5.91	$32,029.02
		Court	160' W. of Hilltop Drive	TR93A (Mall Rd.)	52'	C/S	10' &11'	2 of 4	Center	6072	2.3	11327	5664	2013	613.28	5.91	$8,336.32
		Court	300' W. of Pwy	300' W. of Cottage Grove Ave.			4' &var	C & G		600	0.11	23900		2013	330	5.91	$214.53
		Court	160' W. of Hilltop Drive	TR93A (Mall Rd.)			4' &var	C & G		6072	1.15			2011	330	5.91	$2,242.85
ILL 9	Lt. Turn lanes	Court		Valle Vista			12'	1		186	0.04	22800	22800	2013	956	5.91	$226.00
	3-Lt. Turn EB	Court	Valle Vista	Olt			12 var	3		430	0.24	18600	6200	2013	624	5.91	$885.08
	2-Lt. Turn WB	Court	Olt	Valle Vista			12 var	2		293	0.11	18600	9300	2013	686	5.91	$445.97
	3-Lt. Turn EB	Court	Olt	Barney Dr.			12 var	3		583	0.33	18600	6200	2013	624	5.91	$1,216.99
	2-Lt. Turn WB	Court	Barney Dr.	Olt			12 var	2		237	0.09	18600	9300	2013	686	5.91	$364.88
	3-Lt. Turn EB	Court	Barney Dr.	Veterans			12 var	3		624	0.354	13100	4367	2013	568.35	5.91	$1,189.07
	3-Lt. Turn WB	Court	Veterans	Barney Dr.			12 var	3		555	0.315	13100	4367	2013	568.35	5.91	$1,058.07
	Lt. Turn WB	Court	E of Veterans	Veterans			12 var	1		306	0.06	6550	6550	2013	631	5.91	$223.75
ILL 29		Second	Koch	3rd street connection	40'	C & S	24'	3 of 3	Center	4900	2.79	13250	4417	2013	571	5.91	$9,415.16
	Lt. Turn	Second	N. of Derby				12'	1		210	0.04	13400	13400	2013	768	5.91	$181.56
	Rt. Turn	Second	S. of Derby				12'	1		200	0.04	13100	13100	2013	782	5.91	$180.14
		Second	3rd St connection	Washington	var	C & S	10'-12'	4 of 4		500	0.38	7500	1875	2013	412.5	5.91	$926.39
	Median	Second	Franklin	3rd St.	var		4' & var	raised		1000	0.19			2011	330	5.91	$370.56
	Lt. Turn	Second		Washington			21'	1		200	0.04	7500	7500	2013	650	5.91	$153.66
		Second	Washington	Franklin	var	C & S	10'-12'	4		500	0.38	7500	1875	2013	412.5	5.91	$926.39
		Second	Franklin	Magaret	40'	C & S	12'	3 of 3		2550	1.45	7500	2500	2013	475	5.91	$4,070.51
		*Second	Magaret	Ann Eliza	40'	C & S	12'	3 of 3		220	0.13	3550	1183	2013	343.3	5.91	$263.76
	Lt. Turn	Second		Court St.			12'	1		250	0.05	6000	6000	2013	620	5.91	$183.21
		3rd st.	2nd st connection	Margaret	30'	C & S	12'	2 of 2		2940	1.11	7050	3525	2013	526.25	5.91	$3,452.25
	Lt. Turn	3rd st.		Margaret		C & S	12'	1		150	0.03	7050	7050	2013	641	5.91	$113.65
ILL 9		*3rd st.	Margaret	Ann Eliza		C & S	12'	2 of 2		220	0.08	4550	2275	2013	452.5	5.91	$213.94
ILL 29		Fifth	Ann Eliza	Charlotte	40'	C & S	36'	3 of 3		1576	0.9	11450	3817	2013	540.85	5.91	$2,876.78
		Fifth	Charlotte	Eight			38'	3 of 3		513	0.29	11450	3817	2013	540.85	5.91	$926.96
		Fifth	Margaret	Ann Eliza			24'	2 of 2		200	0.08	8600	4300	2013	565	5.91	$267.13
	Lt. Turn	Fifth	S of Ann Eliza				10'	1		100	0.02	8600	8600	2013	672	5.91	$79.43
	Lt. Turn	Fifth	N. of Margaret				10'	1		100	0.02	8600	8600	2013	672	5.91	$79.43
	Median	Fifth	Eighth	Ann Eliza			10' & var	flush		2164	0.41			2013	165	5.91	$399.81
		Eighth	Fifth	4'N of Collidge Ave.	60'	C & S	58'	5 of 5		3700	3.5	19800	3960	2013	673	5.91	$13,921.01
									TOTAL	Lane miles	30.409				Total amount		$96,721.89

ASIAN CARP FEASIBILITY STUDY EXECUTIVE SUMMARY

OBJECTIVE

To determine if it is feasible to harvest Asian Carp for human consumption in a wholesale and consumer industry.

RISK ANALYSIS

In order to analyze if a market for Asian Carp for human consumption exists and then to evaluate key factors for a profitable business model, we identified four major risk factors: markets, production, profitability and regulation.

- Markets: Does a market exist? What are current trends in the seafood industry? What barriers to entry exist? How can we create a competitive advantage?
- Profitability: What are our financial models? How can we forecast accurate predictions based on current industry trends? When is our target break-even point and how can we get to that goal?
- Production: What does our business infrastructure look like? What is our project timeline? How can we create a comparative advantage? Who are our customers and what is our customer segmentation?
- Regulation: How do environmental and business regulations impact our profitability/ start up? What impact does the use of Asian Carp for human consumption have on the economy and environment?

We took all the following factors into consideration while looking at existing fish processing and distribution businesses to build a business model reflective of current seafood market trends.

MARKET OPPORTUNITY

The current seafood industry has very low penetration and therefore offers opportunities for market penetration. In order to maximize profitability and ensure a positive return on investment is available, appropriate marketing techniques need to be put into practice. The following are key components to address when developing a marketing campaign:

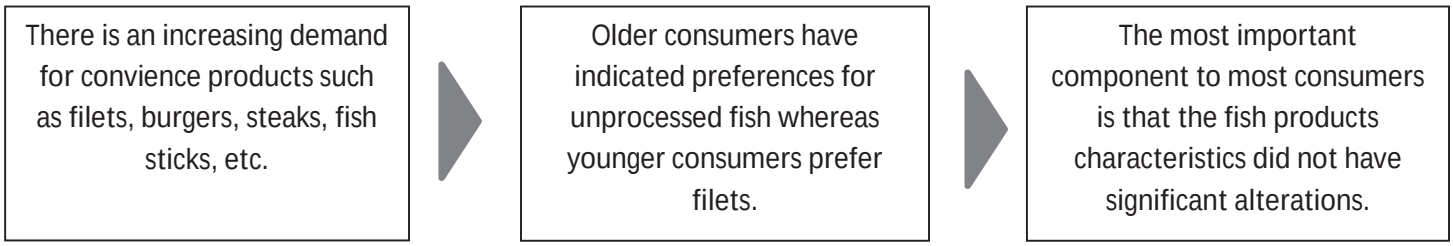
TARGET MARKET	WILLINGNESS TO PAY	WHERE TO SELL
Ages 18-44 are most likely to purchase Asian Carp	The higher the awareness and the following of Monterey Bay Seafood Watch	Asian Carp should be sold in lower to middle end restaurants
Married couples are more likely to purchase Asian Carp than single individuals	Respondents who identify as purchase product leaders	Asian Carp should be distributed through wholesale grocery stores
The North East, West, and Midwest regions are most likely to pay for Asian	Females and older respondents more likely to pay for Asian Carp	Asian Carp products should be able to be cooked with little to no preparation

In order to capture the market of Asian Carp for human consumption, a successful marketing campaign would include publishing third party research regarding the health and environmental benefits from the consumption of Asian Carp, advertising through the Monterey Bay Seafood Watch, and focusing on those who already include fish in their diets. To brand Asian Carp, a name change may be a key component to alter the current misperceptions of Asian Carp.

PRODUCT RECOMMENDATIONS

Since Asian Carp does not have a very high presence currently in the seafood industry, we examined general product trends for seafood. Seafood sales are broken down as 2/3 coming from commercial in mostly low to mid-priced

restaurants, whereas 1/3 comes from retail primarily from large chain wholesalers. We then looked at the following characteristics which were indicative of the types of products that were being sold most successfully:



Currently in the seafood industry, Americans are consuming 5 billion pounds of seafood a year with 500 million pounds being fish fillets and steaks and the other 200 – 300 million pounds being fish sticks. A study on Asian Carp consumption by Appetite found that participants' willingness to pay price points were comparable to current frozen fish products on the market and aligned with the middle price point restaurants. Based on industry trends, Asian Carp would be most well received if it was served in mid to low price point restaurants or as a frozen, readily available product in large wholesale retailers.

FINANCIAL ANALYSIS

To examine the current financial status of seafood markets, we examined the public records of over 200 seafood processors and distributors to examine their current operating costs. The following two businesses' available financial statements most similarly reflected that of proposed business plans:

COMPANY	SALES	GROSS PROFIT / (LOSS)	STOCK PRICE
Smoky Market Foods	$4,403	$2,771	Penny Stock
China Marine Food Group	$141 MM	$3.4 MM	Decreased 200% last year

While these financials do not represent the most optimistic operating costs, financial analysts are projecting upcoming trends for the seafood industry that could be marketed upon to develop a successful business model. Analysts project that the seafood industry will continue to see growth due to more per capita disposable income and as health conscious eating trends continue. Projections also have the seafood industry seeing a huge upturn in 2020 as a result of benefits from favorable pricing and a stabilization of fish consumption.

ENVIRONMENTAL REGULATION & IMPACT

As an invasive species, Asian Carp pose a threat to invasion of the Great Lakes and therefore little legislation restricts the fishing of Asian Carp. The following legislation should be considered regarding Asian Carp distribution:

- Asian Carp Control and Strategy Act- Prohibits the shipping of live Asian Carp across state and international lines
- Lacey Act- Prohibits the shipping of many animals across state lines
- To be exported to other countries, Asian Carp must be frozen
- Import and export licenses are required to move fish across state and country borders

It is difficult to quantify the exact impact Asian Carp for human consumption production will have on the Asian Carp population due to conflicting sources of information regarding current populations. However, enough information is provided to indicate that short term production can be met by natural reproductive cycles, but in order to sustain long term demand harvesting techniques will need to be developed.

TECHNOLOGY

There is currently minimal information available to existing technologies to efficiently process Asian Carp and address deboning issues. In order to accurately make estimates on the production process and evaluate business proposals, concrete plans detailing technologies must be listed by the proposer.

SOURCES

CapIQ ● IBISWorld ● Appetite ● National Geographic ● The Telegraph ● Seafood Health Facts