



REGULAR CITY COUNCIL MEETING MONDAY, MAY 8, 2017
6:00 PM

1. Call to Order
2. Pledge of Allegiance
3. Approve Agenda
4. Public Input
5. Consent Agenda
5.1. Human Rights Committee March 2017 minutes
5.2. Human Rights Committee February 2017 meeting minutes
5.3. Traffic Safety Committee Meeting Minutes - April 2017 ACTION REQUESTED: Receive and file Traffic Safety Committee Meeting Minutes dated April 7, 2017
5.4. EDAC Minutes 01-23-17
6. Proclamations
6.1. Public Service Recognition Week
7. New Business
7.1. 14th Street Exterior Rehabilitation ACTION REQUESTED: Council vote to approve bids for 14 th Street Exterior Rehabilitation project.
7.2. To authorized the purchase of property for the Allentown Road Project ACTION REQUESTED: To authorize the purchase of right of way and easements needed for the Allentown Road Improvement in amount not to exceed \$30,000
7.3. MFT Resolution for Annual General Maintenance Operations ACTION REQUESTED: Approve Resolution for expenditure of MFT Funds for the Annual General Maintenance in the amount of \$130,000.00

7.4.	Farm Lease for the Pekin Municipal Airport ACTION REQUESTED: To approve the farm lease with Mark Weyhrich for the farm land at the Pekin Municipal Airport
7.5.	Purchase of a single axle truck with snow patrol equipment ACTION REQUESTED: Approve the purchase of a single axle truck with snow patrol equipment from Truck Centers Inc. for the amount of \$147,829.00.
7.6.	Engineering Agreement with Midwest Engineering for Street and Sidewalk Maintenance ACTION REQUESTED: To approve a master services agreement with Midwest Engineering Associates for a period of three years.
7.7.	RESOLUTION AUTHORIZING THE ISSUANCE OF CBD TIF FINANCING ACTION REQUESTED: RESOLUTION AUTHORIZING THE ISSUANCE OF CBD TIF FINANCING IN AN AMOUNT NOT EXCEEDING \$150,000 FOR STREETSCAPING IMPROVEMENTS ON COURT STREET
8.	Any Other Business To Come Before The Council
9.	EXECUTIVE SESSION 5 ILCS 120/2 (c) (2.) Collective Negotiating Matterspresentatives or Deliberations Concerning Salary Schedules for One or More Classes of Employees
10.	Adjourn

Column 1 Key:

TC Tony Carson City Manager

Column 2 Key:

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

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

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

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

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

**REQUEST FOR COUNCIL ACTION****To: Council Members****Date: May 3, 2017****From: Pamela Anderson, Community Development Dir****Pamela Anderson, Community Development Dir****AGENDA ITEM:** Human Rights Committee March 2017 minutes**AGENDA DATE REQUESTED:** May 8, 2017**REQUIRED SIGNATURES****Department Directors and City Staff:**

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date: September 26, 2016

**REQUEST FOR COUNCIL ACTION****To: Council Members****Date: May 3, 2017****From: Pamela Anderson, Community Development Dir****Pamela Anderson, Community Development Dir****AGENDA ITEM:** Human Rights Committee February 2017 meeting minutes**AGENDA DATE REQUESTED:** May 8, 2017**REQUIRED SIGNATURES****Department Directors and City Staff:**

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date: September 26, 2016



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: April 21, 2017

From: Lee Wrhel, Police & Fire Secretary

AGENDA ITEM: Traffic Safety Minutes - April, 2017

AGENDA DATE REQUESTED: May 8, 2017

ACTION REQUESTED: Receive and file Traffic Safety Committee Meeting Minutes dated April 7, 2017

DESCRIPTION: Receive and File Traffic Safety Committee Meeting Minutes April 2017

FINANCIAL IMPACT:

NEIGHBORHOOD CONCERNS:

IMPACT IF APPROVED:

IMPACT IF DENIED:

ALTERNATIVES:

RELATED TO EFFICIENCY STUDY:

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

	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
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√	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.

REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date: September 26, 2016

**CITY OF PEKIN TRAFFIC SAFETY COMMITTEE MINUTES
APRIL 7, 2017 @ 8:30 a.m.
CITY HALL CONFERENCE ROOM**

PRESENT: Kurt Nelson, John Dossey, Mike Guerra, Bob Henderson, Bob Shaw.

Also present: Will Taylor, Lee Ann Wrhel.

The meeting was called to order at 8:45 a.m.

Motion by John to approve the agenda, seconded by Mike. All in favor.

Motion by John to approve the March 3, 2017 meeting minutes, seconded by Mike. All in favor.

Old Business:

1. Speed of Vehicles – Crestview Dr.

John reported that district cars and the Traffic Unit worked this area and no speeding violations were noted in this location. John made a motion to leave this area as at this time. Bob seconded. All in favor.

New Business:

1. No Parking Request – Woodland – Marigold Festival

The Marigold Committee made a request asking for consideration to post no parking for Saturday and Sunday of the Marigold Festival on Woodland St. Letters will be sent out to the residents on Woodland and this will be discussed further at the next meeting.

2. School Zone Request – St. Joseph School

The committee received a request from St. Joseph Church asking about having St. Joseph Place and Haines St. designated as a school zone for St. Joseph School. After discussion of this request, Mike will discuss this further with them and do further research regarding the request. This will be discussed further at the next meeting.

3. Line of Sight – S. Capitol St. (NB) @ Washington St.

Theresa Fogg (1601 Martin Dr., 346-1201) contacted the committee with a concern about a hedge on the corner in this location that makes it hard to see oncoming traffic. After review of this request, Mike made a motion to leave the area as is and forward a letter to the property owner asking them to keep the hedge trimmed back. Bob seconded the motion. All in favor.

4. Request to Remove Handicapped Parking Sign – Vienna Ct.

The committee received notification that the resident of 1825 Vienna Ct., Apt. 2 who had originally made the request for this sign has moved from this location. After review of the location, John made a motion to leave the handicapped parking sign in place in this location. Bob seconded the motion. All in favor.

Around the Table

Kurt reported that the blacktop around a manhole on N. Parkway in the area north of the 1200 Block is coming apart.

John reported that the Illinois Chiefs of Police has developed a Distracted Driving Awareness Week that will run April 24-28. The Police Department has partnered with Pekin Insurance and will be putting up banners around town announcing this. The goal is to educate the public and get the word out. The Police Department will be doing distracted driving enforcement details during that week.

Mike indicated that it has been reported to him that trucks are now going down Lakeshore when they are leaving business on Brenkman Drive. The same letter that was sent to the businesses on Lakeshore about truck traffic will be sent to the businesses on Brenkman Drive.

Mike reported that the street light on Broadway at California has been installed. He also reported that at the present time there has been one light installed at S. 5th St. and Veterans Drive.

Bob reported that the concern he had presented about C.B. Smith School at the last meeting has been addressed by having an extra bus monitor and an extra person to walk the children into the school. At this time things are going well with this situation.

Respectfully Submitted,
Lee Ann Wrhel

NEXT REGULAR MEETING MAY 5, 2017 @ 8:30 A.M.

**REQUEST FOR COUNCIL ACTION****To: Council Members****Date: May 3, 2017****From: Katy Shackelford, City Planner****AGENDA ITEM:** January EDAC Minutes**AGENDA DATE REQUESTED:** May 8, 2017**REQUIRED SIGNATURES****Department Directors and City Staff:**

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date: September 26, 2016



Economic Development Advisory Committee
MINUTES

Thursday January 26, 2016
7:30 -9:00 a.m City Council Chambers City Hall

Present: Drew Leman, Don Oldham, Sarah Newcomb, Tony Carson, Tony Rolando, Katy Shackelford, Jennifer Daly, Bill Flemming, Danielle Owens, Mack Cakora, Jennifer McConnell, Glayn Worrell

1.0 Welcome and Presentation by Jennifer Daly, Greater Peoria Economic Development Council

Ms. Daly presented on the current initiatives and efforts that the GPEDC is using to grow business, develop talent, and strengthen local communities. Elevate and manufacturing network are tools to improve business retention and infrastructure development. Start-Up Peoria is helping to coach entrepreneurs. Staff is dedicated to business attraction both overseas and in North America. GP Pathways and LiveGP are talent attraction and development programs linking youth to local opportunities as well as promoting quality of life in the region to outside talent.

2.0 EDAC Committee Updates

- 2.1 ICC Task Team: No Report. Committee members are looking to reconnect with ICC about relocating classrooms.
- 2.1 Sales Tax Revenue Task Team: See 4.2 Discussion
- 2.2 Multi-Modal Hub Task Team: Ms. Shackelford reported the RFQ for a multimodal port study has been prepared by Tri-County Regional Planning and received 6 submissions. Selection process will move forward and the study should be completed prior to June 2017.

3.0 City of Pekin ED Updates

3.1 Building Projects

- 3.1.1 Hotel Update: Ms. Shackelford intends to meet in Springfield with DCEO to correct any remaining errors in the Enterprise Zone Amendment from 2016
- 3.1.2 Infrastructure for Development: Ms. Shackelford reported that an application for FASTLANE grant had been submitted to Federal DOT to fund improvements to Front/Distillery Streets. In the event this grant

application is unsuccessful, staff will pursue IDOT EDP funding and EDA funding through the Greater Peoria EDC.

3.1.3 Downtown Update

3.2 Reports

3.2.1 Gaming: No Report

3.2.2 Liquor/Gaming License Update: No Report

4.0 New Business

4.1 Derby Street Business Corridor Study Proposal

Ms. Shackelford shared with the committee the attached business corridor proposal for Derby Street to be financed from Special Project Funds from Tri-County Regional Planning Commission.

4.2 Discussion, with Possible Recommendation to the City Council, Regarding Sales Tax Revenue Proposal

Mr. Carson presented the city's financial position citing that cash reserves are now at 17%, far below 30% recommended. Mr. Carson evaluated the previous .5% sales tax increase proposed by the EDAC earmarked for economic development, and prosed that the EDAC recommend to council approve the .5% sales tax proposal without earmarking the funds for any account. The committee discussed the proposal and possible the possible alternative of cutting spending in select city departments. The EDAC declined to approve the amended proposal citing that without a specific tie to economic development financing it was within their purview to offer a recommendation to council. The committee strongly recommended exploration of a formal economic development strategy.

5.0 Around the Table

No Report

6.0 Public Comment

No comments

7.0 Adjourn

Next Meeting March 23, 2017 at 7:30 am at City Hall Council Chambers

Please call or email Katy Shackelford at 309.478.5355 or klshackelford@ci.pekin.il.us with your attendance plans.

**REQUEST FOR COUNCIL ACTION****To: Council Members****Date: May 4, 2017****From: Sarah Newcomb, Human Resources Dir****AGENDA ITEM:** Public Service Recognition Week**AGENDA DATE REQUESTED:** May 8, 2017**REQUIRED SIGNATURES****Department Directors and City Staff:**

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date: September 26, 2016



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: May 3, 2017

From: Pamela Anderson, Community Development Dir

AGENDA ITEM: 14th Street Exterior Rehabilitation

AGENDA DATE REQUESTED: May 8, 2017

ACTION REQUESTED: Council vote to approve bids for 14th Street Exterior Rehabilitation project.

DESCRIPTION: The CDBG funded 14th Street Exterior Rehabilitation project includes 26 houses identified from Broadway to Koch Street along 14th Street. This project is focused on the improvement of the following exterior items – roof, windows (facing 14th), siding, handrails, gutters and soffit and fascia.

A request for bids was released on March 24th, 2017; due April 17th, 2017. The bids have been reviewed internally for cost reasonableness and accuracy.

The first phase of this project will include 21 houses with the award of contract to Brian Waldon Construction at \$175,530.00 and Phoenix Properties at \$24,670.00. The first phase is at 71% low to moderate income (HUD requirement 51%).

The second phase of this project is dependent on demographic data meeting the low to moderate household income requirement. It's estimated to include five additional houses with the award of contract to Brian Waldon Construction at \$19,950.00 and Phoenix Properties at \$9,750.00.

Total contract awards – Brian Waldon Construction \$195,480.00 & Phoenix Properties \$34,420.00. Total award - \$229,900.00; CDBG allocation available \$246,209.23.

Compiled demographic data, work write up and submitted bids are available for review.

FINANCIAL IMPACT: funded with CDBG (Community Development Block Grant)

NEIGHBORHOOD CONCERNS: A mandatory meeting for the 14th Street residences was held on April 18, 2017 to explain process, collect required data and address questions.

IMPACT IF APPROVED: project will move forward

IMPACT IF DENIED: project will be reviewed for further movement	
ALTERNATIVES:	
RELATED TO EFFICIENCY STUDY:	
RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2 boxes. Copy this check mark √ and paste it to the left of the relevant theme.]	
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	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.
REQUIRED SIGNATURES	
Department Directors and City Staff:	
Date:	
Finance Department (Certification of Availability of Funds):	
Date:	

City Manager:

Date: September 26, 2016

14th Street Exterior Rehabilitation**Resolution No.**

<Insert Legislation Here>

**PASSED BY THE PEKIN CITY COUNCIL, STATE OF ILLINOIS AND APPROVED
THIS 8th DAY OF MAY, 2017**

MAYOR

ATTEST:

CITY CLERK



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: May 2, 2017

From: Michael Guerra, City Engineer

AGENDA ITEM: Allentown ROW Purchase

AGENDA DATE REQUESTED: May 8, 2017

ACTION REQUESTED: To authorize the purchase of right of way and easements needed for the Allentown Road Improvement in amount not to exceed \$30,000

DESCRIPTION: This request is allow the City Engineer to negotiate and purchase right of way (ROW) and temporary easements on 6 parcels for the Allentown Improvement Project. The total cost shall not exceed \$30,000 without additional council approval. The following right of way and easements are needed:

- Parcel 11-11-06-301-005 - 721 SF of temporary easement
- Parcel 11-11-06-301-006 - 643 SF of ROW and 3,452 SF of temporary easement
- Parcel 11-11-06-302-001 - 0.129 AC of ROW and 0.114 AC of temporary easement
- Parcel 11-11-06-303-002 – 0.170 AC of ROW
- Parcel 11-11-06-304-001 & 002 – 0.648 AC of ROW

These parcels have been appraised and reviewed by IDOT approved appraisers. The appraiser's reports are available with the City Engineer for review. The right of way and easements are required to allow the project to out for letting.

FINANCIAL IMPACT: \$30,000 of Capitol Funds for land acquisition

NEIGHBORHOOD CONCERNS: none

IMPACT IF APPROVED: Negotiations and purchase of right of way will begin

IMPACT IF DENIED: Negotiations and purchase of right of way will be delayed

ALTERNATIVES: To negotiate each purchase and bring each parcel to council however this will extend the timeframe of purchase of property delaying the project.

RELATED TO EFFICIENCY STUDY: <Efficiency Study>

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

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REQUIRED SIGNATURES	
Department Directors and City Staff:	
Date:	
Finance Department (Certification of Availability of Funds):	
Date:	
City Manager:	
Date: September 26, 2016	

To authorized the purchase of property for the Allentown Road Project

Resolution No.

**PASSED BY THE PEKIN CITY COUNCIL, STATE OF ILLINOIS AND APPROVED
THIS 8th DAY OF MAY, 2017**

MAYOR

ATTEST:

CITY CLERK



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: May 2, 2017

From: Michael Guerra, City Engineer

Bob Shaw, Street & Solid Waste Superintendent

AGENDA ITEM: 17-00000-00-GM MFT General Maintenance

AGENDA DATE REQUESTED: May 8, 2017

ACTION REQUESTED: Approve Resolution for expenditure of MFT Funds for the Annual General Maintenance in the amount of \$130,000.00

DESCRIPTION: This is the resolution for the expenditure of Motor Fuel Tax (MFT) Funds for the Annual General Maintenance Costs in the amount of \$130,000. This resolution will allow the city to use MFT funds to purchase salt from the State bid for winter operations. The resolution is needed so that the purchase of salt can be continued to be paid out of MFT account for the 2018 fiscal year. This resolution does not include the annual maintenance program for mill and overlays, crack fill or seal coating.

FINANCIAL IMPACT: \$130,000 which was budgeted in MFT.

NEIGHBORHOOD CONCERNS: Salt is needed to maintain clear roads during the winter months

IMPACT IF APPROVED: Funding for the purchase of salt will come out of MFT

IMPACT IF DENIED: Other funding for the purchase of salt will be required

ALTERNATIVES: N/A

RELATED TO EFFICIENCY STUDY: N/A

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

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REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

Date:

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

Date:

City Manager:

Date: September 26, 2016

MFT Resolution for Annual General Maintenance Operations**Resolution No.****PASSED BY THE PEKIN CITY COUNCIL, STATE OF ILLINOIS AND APPROVED
THIS 8th DAY OF MAY, 2017**_____
MAYOR

ATTEST:

CITY CLERK



Resolution for Maintenance Under the Illinois Highway Code

7.3.a



Resolution Number	Resolution Type	Section Number
	Original	17-00000-00-GM

BE IT RESOLVED, by the Council of the Pekin of
Governing Body Type Local Public Agency Type
Name of Local Public Agency
Illinois that there is hereby appropriated the sum of One Hundred and
Thirty Thousand Dollars (\$130,000.00

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from
05/01/17 to 04/30/18
Beginning Date Ending Date

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that City of Pekin
Local Public Agency Type Name of Local Public Agency
shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

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

I, Sue McMillian City Clerk in and for said City
Name of Clerk Local Public Agency Type Local Public Agency Type
of Pekin in the State of Illinois, and keeper of the records and files thereof, as
Name of Local Public Agency
provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

Council of Pekin at a meeting held on 05/08/17
Governing Body Type Name of Local Public Agency Date

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

(SEAL)

Clerk Signature

--

APPROVED

Regional Engineer
Department of Transportation

--

Date

--

Instructions for BLR 14220

This form shall be used when a Local Public Agency (LPA) wants to perform maintenance operations using Motor Fuel Tax (MFT) funds. Refer to Chapter 14 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. This form is to be used by a Municipality or a County. Road Districts will use BLR 14221. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Resolution Number	Insert the resolution number as assigned by the LPA, if applicable.
Resolution Type	From the drop down box, choose the type of resolution: -Original would be used when passing a resolution for the first time for this project. -Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions. -Amended would be used when a previously passed resolution is being amended.
Section Number	Insert the section number of the improvement covered by the resolution.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Resolution Amount	Insert the dollar value of the resolution for maintenance to be paid for with MFT funds in words, followed by the same amount in numerical format in the ().
Beginning Date	Insert the beginning date of the maintenance period. Maintenance periods must be a 12 or 24 month consecutive period.
Ending Date	Insert the ending date of the maintenance period.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Name of Clerk	Insert the name of the LPA Clerk.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.
Name of LPA	Insert the name of the LPA.
Date	Insert the date of the meeting.
Day	Insert the day the Clerk signed the document.
Month, Year	Insert the month and year of the clerk's signature.
Clerk Signature	Clerk shall sign here.
Approved	The Department of Transportation representative shall sign and date here upon approval.

A minimum of four(4) certified signed originals must be submitted to the Regional Engineer's District office.

Following the Regional Engineer's approval, distribution will be as follows:

Local Public Agency Clerk
 Engineer (Municipal, Consultant or County)
 District Compliance Review
 District File



7.3.b



Ending

04/30/18

Maintenance Operation (No. and Description)	Maint. Eng. Group	Insp. Req.	For Group I, IIA, IIB or III					Est Total Operation Cost
			Item	Unit	Quantity	Unit Price	Item Cost	
Snow Removal	I	N	Salt	Ton	2,826	\$46.00	\$129,996.00	\$130,000.00
Add Row			City Engineer					
Total Estimated Maintenance Operation Cost								\$130,000.00

Preliminary Engineering	
Engineering Inspection	
Material Testing	
Advertising	
Bridge Inspections	
Total Estimated Maintenance Engineering Cost	

	Estimated Cost	MFT Portion	Other Funds
Maint Oper	\$130,000.00		
Maint Eng			
Totals	\$130,000.00		
Total Estimated Maintenance Cost			\$130,000.00

Date

BLR 10

Attachment: 1103 (1095 : 17-00000-00-GM MFT General Maintenance)

Instructions for BLR 14231

This form shall be used when a Municipality wants to expend funds for a maintenance period. The maintenance estimate must include all operations to be funded with Motor Fuel Tax (MFT) funds. If operations are added during the maintenance period, a revised or supplemental estimate is required. All estimates of maintenance costs must be submitted to the district for approval prior to incurring any expenses. The amount of MFT funds expended on items covered in the estimate is limited to the amount of MFT funds appropriated in the maintenance resolution. IF rental equipment is included in the estimate, BLR 12110 must also be completed and submitted.

For additional information refer to the Bureau of Local Roads and Streets Manual (BLRS), Chapter 14. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

Submittal Type From the drop down, choose Original (being submitted for the first time), Revised (revising a previously approved submittal), or Supplemental (addition to estimate(s) already approved).

Local Public Agency Insert the name of the municipality.

County Insert the name of the County in which the municipality is located.

Maintenance Period

Beginning Insert the beginning date of the maintenance period. This must be 12 or 24 consecutive months. The dates must match those on the resolution.

Ending Insert the ending date of the maintenance period, following the above guidelines.

Estimated Cost of Maintenance Operations

To aid in determining quantities for maintenance operations, the LPA may develop their own spreadsheet containing the following information. IDOT does not provide a form for this purpose.

Location			Surface			Maintenance Operation			
Street/Road	From	To	Existing Type	Length	Width	No.	Description	Unit	Quantity

Maintenance Operations List each maintenance operations with a consecutive operation number. If an operation is not listed MFT funds cannot be expended for that operation.

Maint. Engineering Group From the drop down, select the group number that applies to the maintenance operation to be performed. All maintenance operations shall require one of the following group designations.

- 1. Group I.** Services purchased without a proposal such as electrical energy or materials purchased from Central Management Services' Joint Purchasing Program (www.purchase.state.il.us) or another joint purchasing program that has been approved by the District BLRS or Central BLRS.
- 2. Group II-A.** Routine maintenance or maintenance items that do not require competitive sealed bids according to section 12-1.02(a) or local ordinance/resolution.
- 3. Group II-B.** Routine maintenance items that require competitive sealed bids according to Section 12-1.02(a) or a local ordinance/resolution. Routine maintenance includes all items in the following work categories: snow removal, street sweeping, lighting and traffic signal maintenance, cleaning ditches or drainage structures, tree trimming or removal, mowing, crack sealing, pavement marking, shoulder maintenance, limited amounts of CC&G repair, scour mitigation, pavement patching and minor drainage repairs.
- 4. Group III.** Maintenance items that are not covered by Group I or IIB and require competitive bidding with a material proposal or a delivery and install proposal.
- 5. Group IV.** Maintenance items that are not covered by Group I or IIB and require competitive bidding with a contract proposal.

Insp Req. From the drop down, select 'Y' if the operation being performed requires an engineering inspection or 'N' if the operation does not need an engineering inspection.

Item For Groups I, IIA, IIB (not performed by a formal contract), and III type operations list each item to be used in this maintenance operation. For Group IIB items being done by a formal contract and Group IV items list "by contract".

Unit For Groups I, IIA, IIB (not performed by a formal contract), and III insert the unit of measure for each listed item.

Quantity For Groups I, IIA, IIB (not performed by a formal contract), and III insert the estimated quantity for each listed item.

Unit Price For Groups I, IIA, IIB (not performed by a formal contract), and III insert the estimated unit price for each listed item.

Item Cost This is a calculated field, no entry is necessary. It calculates the quantity times the unit price.

Est. Total Operation Cost For each operation listed, insert the total estimated cost of that operation.

Total Estimated Maintenance Operation Cost This is a calculated field, no entry is necessary. It sums all the maintenance operations listed.

Printed 05/04/17

Estimated Cost of Maintenance Engineering

Preliminary Engineering	Insert the estimated cost for preliminary engineering. This will be calculated based on the maintenance engineering agreement.
Engineering Inspection	Insert the estimated cost of engineering inspection. This will be calculated based on the maintenance engineering agreement.
Material Testing	Insert the estimated cost of material testing, if applicable.
Advertising	Insert the estimated cost of advertising, if applicable.
Bridge Inspections	Insert the estimated cost of bridge inspections, if applicable. This will be calculated based on the engineering agreement.
Total Estimated Maintenance Engineering Costs	This is a calculated field, no entry is necessary. It sums all the maintenance engineering costs listed.

Maintenance Program Estimated Costs

Estimated Costs	For maintenance, insert the total estimated maintenance operation costs. For Maintenance Engineering, this will be automatically inserted based on the estimated engineering costs from the maintenance engineering table. The totals will automatically calculate.
MFT Portion	For each type insert the MFT funds estimated to be used for that type. The totals will automatically calculate.
Other Funds	For each type insert the amount of other funds estimated to be used for that type. The totals will automatically calculate.
Totals	This is a calculate field, no entry is necessary. It sums the total for estimated cost, MFT portion and other funds.
Submitted	The proper municipal official shall insert their title and date here.
Approved	Upon approval the Regional Engineer shall sign and date here.

A minimum of four (4) signed originals must be submitted to the Regional Engineer's District office.

Following the Regional Engineer's approval, distribution will be as follows:

Municipal Clerk
 Engineer (Municipal or Consultant)
 District Compliance Review
 District File



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: May 2, 2017

From: Michael Guerra, City Engineer

AGENDA ITEM: Airport Farm Lease for 2017

AGENDA DATE REQUESTED: May 8, 2017

ACTION REQUESTED: To approve the farm lease with Mark Weyhrich for the farm land at the Pekin Municipal Airport

DESCRIPTION: This lease is to allow Mark Weyhrich to farm the 122.2 crop acres located at the Pekin Municipal Airport for another year with an option to renew for an additional year with renegotiated terms. With this lease the tenant will agree to pay the City cash rent of \$109.80 per acre along with removal of trees required for safety purposes valued at \$1,857.44 for a total of \$125 per acre. This is an increase from \$90 per acre received 2015. Also included in this lease is the inclusion of language that has been previously agreed upon requiring copies of any soil tests performed be sent to the City along with additional language required since the property utilizes federal funding for aviation.

This farm lease allows the City to receive additional revenue on several acres of airport property that is not otherwise utilized and reduces the amount of property the City must maintain.

Mr. Weyhrich has farmed the airport for several years and is familiar with the several restrictions that are required for the airport making him a suitable tenant for the City.

FINANCIAL IMPACT: \$13,417.56 in cash revenue and \$1,857.44 in services

NEIGHBORHOOD CONCERNS: Nuisances associated with farming operations such as tractor noise and agricultural smells that is similar to other neighboring property

IMPACT IF APPROVED: Mr. Weyhrich will be approved to farm the airport land this season

IMPACT IF DENIED: Mr. Weyhrich will not be approved this year to farm the airport and the airport will most likely not be farmed this year due to the time of year

ALTERNATIVES: Seek bids for the rights to farm the airport property next year

RELATED TO EFFICIENCY STUDY: raising additional revenue for the airport

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

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

REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date: September 26, 2016

**FARM LEASE AGREEMENT
PEKIN MUNICIPAL AIRPORT**

THIS LEASE is entered into this ____ day of _____, 2017, by and between CITY OF PEKIN, an Illinois municipal corporation, hereinafter referred to as "LANDLORD", and MARK WEYHRICH, hereinafter referred to as "TENANT".

Description of Land:

The LANDLORD rents and leases to the TENANT to occupy and to use for agricultural purposes, the following 122.2 Agricultural Stabilization and Conservation Service ("ASCS") crop acres of Pekin Municipal Airport situated in County of Tazewell and State of Illinois, described as follows:

39.1 ASCS tillable acres of uneven width North of the runway in the South Half of the North Half of Section 33, Township 24 North, Range 5 West of the Third Principal Meridian, situated in Tazewell County, in the State of Illinois;

AND

39.6 ASCS tillable acres of uneven width South and East of the runway in the South Half of the of the North Half of Section 33, Township 24 North, Range 5 West of the Third Principal Meridian, situated in Tazewell County, in the State of Illinois;

AND

26.5 ASCS tillable acres in the West Half of the South Half of the Northeast Quarter of Section 32, Township 24 North, Range 5 West of the Third Principal Meridian, situated in Tazewell County, in the State of Illinois;

AND

17.0 ASCS tillable acres of uneven width surrounding the end of the runway in the East Half of the South Half of the Northeast Quarter of Section 32, Township 24 North, Range 5 West of the Third Principal Meridian, situated in Tazewell County, in the State of Illinois.

PIN: 10-10-33-100-007 & 10-10-32-200-009

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PEKIN, ILLINOIS

Attachment: 2017 airportfarm lease (1097 : Airport Farm Lease for 2017)

Together with any improvements thereon, if any, upon the following terms and conditions:

1. TERM: The term of this lease shall be for a period of one (1) year from November 1, 2016 to October 31, 2017, with the option to renew for a further one (1) year with renegotiated terms. TENANT shall surrender possession at the end of this lease or at the end of any extension thereof. Renegotiation shall commence starting August 01, 2017. Extension must be placed in writing on this lease, and both parties agree that failure to execute an extension by October 31, 2017, allow the lease to expire.

2. RENT: The LANDLORD values the above-described farm at a price of ONE HUNDRED TWENTY FIVE (\$125.00) Dollars per acre. The TENANT agrees to pay the LANDLORD an annual cash rent for the above-described farm in the amount of ONE HUNDRED NINE DOLLARS AND EIGHTY CENTS/100 (\$109.80) Dollars per acre consisting of 122.2 acres, or a total annual cash rent of Thirteen Thousand Four Hundred and Seventeen Dollars and Fifty Six Cents/100 (\$13,417.56) Dollars by November 1, 2017. In addition to the cash rent, trees and brush shall be removed at TENANTS cost at a value of One Thousand Eight Hundred Fifty Seven and Forty Four Cents/100 (\$1,857.44) dollars per attachment A.

3. TENANT'S EXPENSES: The TENANT agrees to furnish the property and to pay the items of expense listed below:

- A. All the machinery, equipment, labor, fuel and power necessary to farm the premises.
- B. The hauling to the farm and spreading, except when otherwise agreed, of all material required to farm the premises.

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Attachment: 2017 airportfarm lease (1097 : Airport Farm Lease for 2017)

C. The performing and furnishing of all work and labor required for repairing and improving the premises.

D. All seed, inoculation, disease-treatment materials and fertilizers.

4. TENANT'S DUTIES IN OPERATING FARM: The TENANT further agrees that they will perform and carry out the stipulations below:

A. Activities required:

1. To cultivate the farm faithfully and in a timely, thorough and businesslike manner.
2. To inoculate all alfalfa and soybean seed sown on land not known to be thoroughly inoculated for the crop planted.
3. To prevent tramping of fields by stock and rooting by hogs when injury will be done.
4. To prevent noxious weeds from going to seed on said premises and to destroy the same and keep the weeds and grass cut.
5. To haul out and spread all manure as soon as practicable on appropriate fields.
6. To keep open ditches, tile drains, field outlets, grass waterways and terraces in good repair.
7. To preserve established watercourses or ditches, and to refrain from any operation that will injure them.
8. To keep the buildings, fences (including hedges), and other improvements on said premises in as good repair and condition as they are when they take possession, or in as good repair and condition as they may be put by the LANDLORD during the term of the lease, ordinary wear, loss by fire or unavoidable destruction excepted.
9. To take proper care of all trees, vines and shrubs, and to prevent injury to the same. LANDLORD and TENANT further agree that

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Attachment: 2017 airportfarm lease (1097 : Airport Farm Lease for 2017)

TENANT will cut and/or remove designated trees and brush per attachment A.

10. To keep the farmstead neat and orderly.
11. To prevent all unnecessary waste or loss or damage to the property of the LANDLORD.
12. To comply with rules and regulations of the Illinois Pollution Control Board.
13. To practice fire prevention, follow safety rules and abide by restrictions in the LANDLORD'S insurance contracts.
14. Provide a copy of all soil tests to the LANDLORD that is performed on the acreage farmed

B. Activities restricted:

1. The TENANT further agrees, unless he shall first have obtained the written consent of the LANDLORD:
 - (a) Not to assign this lease to any person or persons or sublet any part of the premises.
 - (b) Not to erect or permit to be erected any structure or building or to incur any expense to the LANDLORD for such purpose.
 - (c) Not to permit, encourage or invite other persons to use any part or all of this property for any purpose or activity not directly related to its use for agricultural production.
 - (d) Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the Airport which, in the opinion of the Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.

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PEKIN, ILLINOIS

Attachment: 2017 airportfarm lease (1097 : Airport Farm Lease for 2017)

5. CROP CHOICE: TENANT shall have the right to determine what crops shall be planted and where they shall be planted, subject to the consent of the LANDLORD in accordance with the State of Illinois and the Federal Aviation Administration, which consent may not be unreasonably withheld.

6. DEFAULT, YIELDING POSSESSION, RIGHT OF ENTRY AND RIGHT TO SELL OR LEASE PREMISES:

A. Termination upon default: If either party fails to carry out substantially the terms of this lease in due and proper time, the lease may be terminated by the other party by serving a written notice citing incident of default and specifying a termination date of thirty (30) days from the date of such notice. Settlement shall then be made in accordance with the provisions of Clause C of this section.

B. Yielding possession: The TENANT agrees that at the expiration or termination of this lease they will yield possession of the premises to the LANDLORD without further demand or notice. If the TENANT fails to yield possession, he shall pay to the LANDLORD a penalty of One Hundred (\$100.00) Dollars per day, or if a penalty is not specified, the statutory double rent shall apply for each day they remain in possession thereafter, in addition to any actual damages caused by the TENANT in the LANDLORD'S land or improvements, and said payments shall not entitle said TENANT to any interest of any kind or character in or on the premises.

C. LANDLORD'S lien for rent and performances: The LANDLORD'S lien as provided by law on crops grown or growing shall be the security for the rent herein specified

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and for the faithful performance of the terms of the lease. If the TENANT shall fail to pay the rent due or shall fail to keep any of the agreements of this lease, all costs and attorney's fees of the LANDLORD in enforcing collection of performance shall be added to and become a part of the obligations payable by the TENANT hereunder.

D. LANDLORD'S right of entry during term of lease: The LANDLORD reserves the right of himself, his agents, employees or assigns to enter upon said premises at any reasonable time for the purpose of viewing the same, for purposes of showing same for sale, of working or making repairs or improvements thereon, of developing mineral resources as provided in Clause E below, or, after constructive notice has been given that the lease may not be extended, of plowing after severance of crops, of seeding, or of applying fertilizers and doing other field work.

E. Mineral rights: Nothing in this lease shall confer upon the TENANT any right to minerals underlying said land, but the same are hereby reserved by the LANDLORD together with the full right to enter upon the premises and to bore, search and excavate for same, to work and remove same, and to deposit excavated rubbish, and with full liberty to pass over said premises with vehicles and lay down and work any railroad track or tracks, tanks, pipelines, power lines and structures as may be necessary or convenient for the above purpose. The LANDLORD agrees to reimburse the TENANT for any actual damage he may suffer for crops destroyed by these activities and to release the TENANT from obligation to continue farming this property when development of mineral resources interferes materially with the TENANT'S farming operations.

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Attachment: 2017 airportfarm lease (1097 : Airport Farm Lease for 2017)

7. INDEMNIFICATION. TENANT shall indemnify and defend LANDLORD from any claim, loss, or liability arising out of or related to any activity of TENANT on the demised premises or any condition of the demised premises in the possession or under the control of TENANT.

8. INSURANCE. TENANT shall procure and maintain during the term of this lease agreement, insurance, as follows:

A. Public liability and property damage insurance with a responsible insurance company with limits of not less than \$300,000.00 for the injury to one person, \$1,000,000.00 for injury to two or more persons in one occurrence, and \$150,000.00 for damage to property.

B. Such insurance shall cover all risks arising directly or indirectly out of TENANT's activities on or any condition of the demised premises whether or not related to an occurrence caused or contributed to by LANDLORD's negligence, shall protect TENANT against the claims of LANDLORD on account of the obligations assumed by TENANT in this agreement, and shall protect LANDLORD and TENANT against claims of third persons.

C. Certificates evidencing such insurance and bearing endorsements showing LANDLORD as a named insured, and any written notice to LANDLORD at least 30 days prior to any change or cancellation, shall be furnished to LANDLORD.

9. BINDING ON SUCCESSORS. The terms of this lease shall be binding on the successors, heirs, executors, administrators and assigns of both LANDLORD and TENANT in like manner as upon the original parties.

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PEKIN, ILLINOIS

Attachment: 2017 airportfarm lease (1097 : Airport Farm Lease for 2017)

10. MODIFICATION OF AGREEMENT. Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if in writing signed by each party or an authorized representative of each party.

11. GOVERNING LAW AND NATIONAL EMERGENCY. This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois.

A. In the event the Federal Statutes, FAA Regulations or Code of Federal Regulations referred to herein shall be altered or amended, then the terms and conditions of this agreement will be automatically amended to conform to such changes and to bring this agreement not only in compliance with, but with no greater restrictions than are required by said Federal Statutes, FAA Regulations or Code of Federal Regulations.

B. During the time of war or national emergency, Landlord shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use; and if such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of this lease to the Government shall be suspended.

12. NO WAIVER. The failure of either party to this agreement to insist on the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

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13. NOTICES. Any notice provided for or concerning this agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this agreement.

14. NO PARTNERSHIP. It is expressly agreed that this agreement is one of lease and not of partnership, and LANDLORD shall not be or become responsible for any debts contracted by TENANT.

15. PARAGRAPH HEADINGS. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

16. TERMINATION FOR BANKRUPTCY OF TENANT. If at any time during the term of this lease agreement there shall be filed by or against TENANT in any court, pursuant to any statute either of the United States or of any state, a petition in bankruptcy or insolvency or for reorganization or appointment of a receiver or trustee of all or a part of the property of TENANT, or if TENANT makes an assignment for the benefit of creditors, this lease agreement, at LANDLORD's option, exercised after expiration of the period provided below, may be canceled and terminated and all rents shall become due immediately. In that event, neither TENANT nor any person claiming through or under TENANT by virtue of any statute or of an order of any court shall be entitled to possession or to remain in possession of the demised premises, but shall promptly quit and surrender the demised premises.

17. LAND USE. The premises leased herein may be used by the TENANT solely for agricultural crop production and related purposes. The agricultural crop production shall not be

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in conflict with Federal, State or local restrictions, regulations and laws pertaining to land used located next to or near airports. This Lease shall be subordinate to the provisions of any existing lease, agreement or regulation between Lessor and the United States, relative to the operation or maintenance of the Airport.

LANDLORD:

CITY OF PEKIN,
an Illinois Municipal Corporation

Name: _____

Title: _____

Date: _____

TENANT

Name: _____

Title: _____

Date: _____

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PEKIN, ILLINOIS

Attachment: 2017 airportfarm lease (1097 : Airport Farm Lease for 2017)

ATTACHMENT A TREE AND BRUSH REMOVAL

The TENANT in addition to the payment of cash rent agrees to remove trees and brush as identified as Tree 2 and Tree 3 on the attached map. The TENANT shall provide all the equipment and labor necessary to remove the trees and brush from the property. The waste should be disposed of off the property and in accordance to all local and state laws and regulations.

TENANT shall indemnify and defend LANDLORD from any claim, loss, or liability arising out of or related to this activity of TENANT on the demised premises or any condition of the demised premises in the possession or under the control of TENANT.

The estimated value for TENANT to remove Tree 2 and Tree 3 is \$1,875.44 which will be credited to the rent owed to the LANDLORD.

The TENANT will notify the Airport Manager prior to the start of work to remove the trees and brush. The TENANT will follow all regulations required to perform work on airports.

LANDLORD:

CITY OF PEKIN,
an Illinois Municipal Corporation

Name: _____

Title: _____

Date: _____

TENANT

Name: _____

Title: _____

Date: _____

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ATTORNEYS AT LAW
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Attachment: 2017 airportfarm lease (1097 : Airport Farm Lease for 2017)

Pekin Municipal Airport
Representative Trees and Approximate Height they Exceed 14 CFR 77.1 Side Transition Standards
6/26/2015

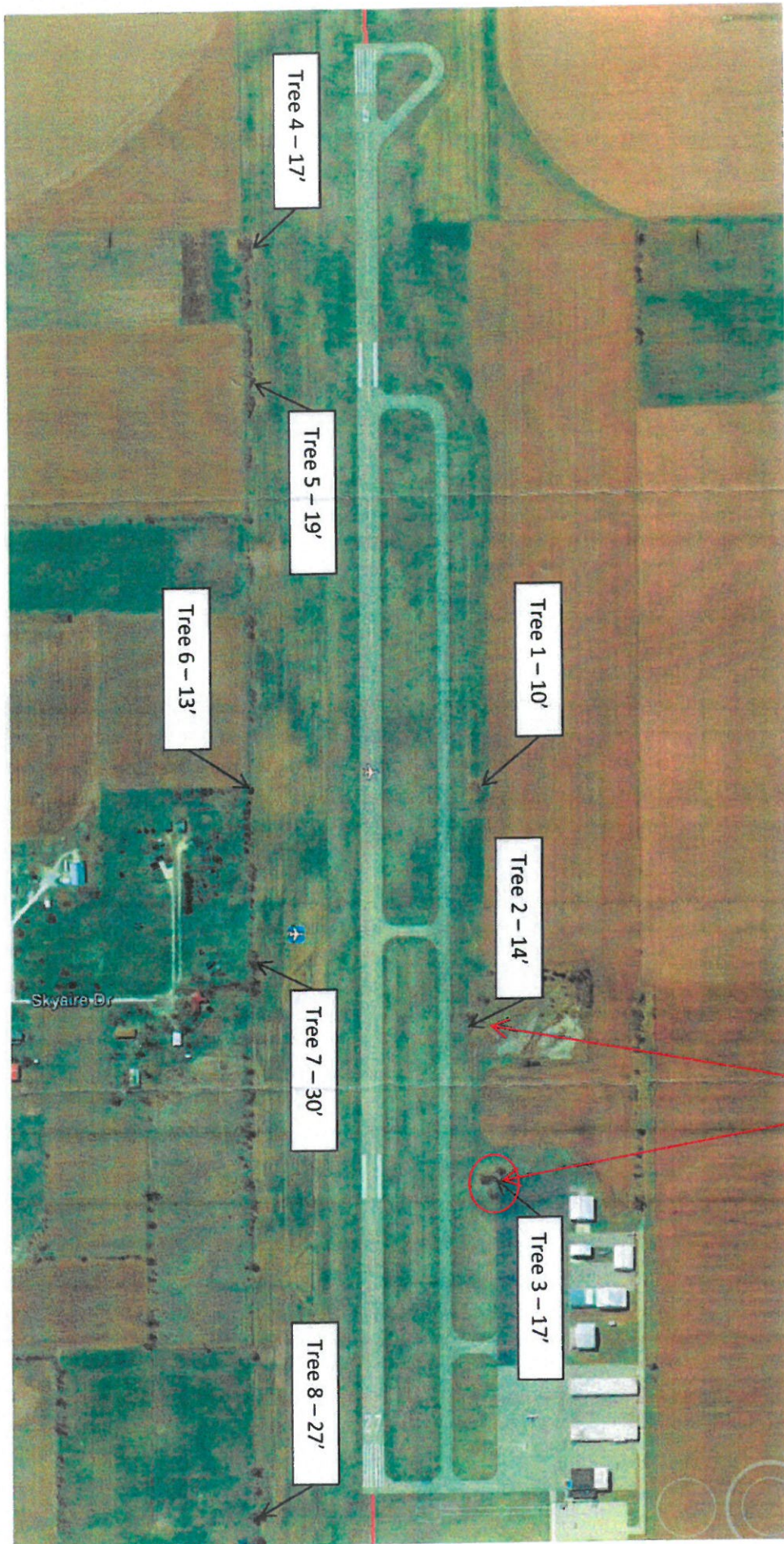




Figure 1 - Tree 1



Figure 2 - Tree 2





REQUEST FOR COUNCIL ACTION

To: Council Members

Date: May 3, 2017

From: Bob Shaw, Street & Solid Waste Superintendent

Bob Shaw, Street & Solid Waste Superintendent

AGENDA ITEM: Single Axle Truck with Snow Patrol Equipment

AGENDA DATE REQUESTED: May 8, 2017

ACTION REQUESTED: Approve the purchase of a single axle truck with snow patrol equipment from Truck Centers Inc. for the amount of \$147,829.00.

DESCRIPTION: Item to be purchased is a 2018 Western Star 4700SF dump truck with snow patrol equipment

FINANCIAL IMPACT: \$147,829.00

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: A more reliable truck for numerous tasks, including mainline plowing.

IMPACT IF DENIED: Relying on older less reliable equipment to finish numerous tasks, including mainline plowing.

ALTERNATIVES: Continued use of older and less reliable equipment

RELATED TO EFFICIENCY STUDY: No

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

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

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

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

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

REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

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

City Manager:

Date: September 26, 2016

Tony,

It is my recommendation that we purchase the Western Star 4700SF Truck, from Truck Centers Inc. The decisive factors that lead me to selecting this truck are as listed below.

- Competitors requesting payment methods contrary to the City's Financial Guidelines.
- Historical Customer Service, Vehicle Service turn-around time, and parts/service availability.
- City of Pekin Mechanic Serviceability.
- Historical brand reliability.
- Fleet uniformity to reduce essential on hand parts inventory.

Thank You, Dan Jost
Fleet Manager



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: May 3, 2017

From: Michael Guerra, City Engineer

AGENDA ITEM: Midwest Engineering Street Maintenance Agreement

AGENDA DATE REQUESTED: May 8, 2017

ACTION REQUESTED: To approve a master services agreement with Midwest Engineering Associates for a period of three years.

DESCRIPTION: This agreement is to enter into a master service agreement with Midwest Engineering Associates for a period of three years for engineering services for street and sidewalk maintenance project. This master agreement will allow the City to utilize Midwest Engineering Associates to assist with planning, preliminary engineering, design engineering, and construction engineering on street and sidewalk maintenance projects without needing to do a request for qualification for each project for a period of three years. This agreement does not have a financial comment as each project will have its own engineering agreement as required by MFT funded projects.

The City performed a request for qualifications for this engineering service in which it received seven proposals. After evaluation, Midwest Engineering received the highest total commutation of points and were selected. Midwest confirmed they can meet the requirements that the City has for these projects and their timeframe.

FINANCIAL IMPACT: none with this agreement

NEIGHBORHOOD CONCERNS: none

IMPACT IF APPROVED: Midwest will be selected for engineering services on street and sidewalk projects

IMPACT IF DENIED: Midwest will not be selected for engineering services on street and sidewalk projects

ALTERNATIVES: selection of another firm

RELATED TO EFFICIENCY STUDY: planning for a five year street maintenance program

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

theme.]	
	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
✓	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
	A High Quality of Life. To support or provide services that improve the quality of life for Pekin’s residents.
	An Effective Government. To deliver effectively the services that Pekin’s residents want, need, and are willing to support.
REQUIRED SIGNATURES	
Department Directors and City Staff:	
Date:	
Finance Department (Certification of Availability of Funds):	
Date:	
City Manager:	
Date: September 26, 2016	

**MASTER SERVICES AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES –
STREET AND SIDEWALK MAINTENANCE**

This Agreement is dated as of the 25th day of April in the year 2017 by and between City of Pekin, 111 South Capitol Street, Pekin, Illinois 61554 (hereinafter called **LOCAL AGENCY**) and Midwest Engineering Associates, Inc. (hereinafter called **ENGINEER**)

In respect of the fact that **LOCAL AGENCY** intends to retain **ENGINEER** for 3 years (2017 to 2019) to provide Professional Engineering Services (planning, preliminary engineering, design engineering, and construction engineering) for the Maintenance of Streets and Sidewalks within its Municipal Limits, **ENGINEER** has prepared this Master Services Agreement (MSA). The work under this MSA will generally include the following items:

1. Assist **LOCAL AGENCY** in the creation of a 5 year road maintenance plan for City Streets in accordance with budget constraints.
2. Prepare detailed topographical surveys as are necessary for the preparation of detailed roadway maintenance plans.
3. Prepare soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the Illinois Department of Transportation's current requirements.
4. Prepare complete general and detailed plans, special provisions, proposals and estimates of cost.
5. Prepare all necessary right-of-way dedications, easements (temporary and permanent) borrow pit, and channel change agreements including prints of the corresponding plats and staking as required.
6. Prepare a Project Development Report when required by the Illinois Department of Transportation. The Project Development Report will be prepared in accordance with the Illinois Department of Transportation's Bureau of Local Roads & Streets policies, procedures, and guidelines.
7. Prepare the necessary environmental documents in accordance with the policies, procedures, and guidelines adopted by the Illinois Department of Transportation's Bureau of Local Roads & Streets.
8. Assist **LOCAL AGENCY** as needed in the tabulation and interpretation of the contractors' proposals.
9. To attend meetings at mutually agreeable timelines when requested to do so by **LOCAL AGENCY**. The meetings will be held within **LOCAL AGENCY'S** Municipal Limits or at **ENGINEER'S** Office.

Additionally, **LOCAL AGENCY** may request the following additional services:

- A. Interpretation of plans and specifications during construction.
- B. Review of Shop Drawings.
- C. Periodic Construction Observation.
- D. Periodic site visits during construction.
- E. Review materials and equipment testing reports prepared by testing laboratories.
- F. Conduct final project walk through.
- G. Preparation of project closeout documents.

LOCAL AGENCY and **ENGINEER** herein mutually agree that this **MSA** shall serve as the general contractual document between the two parties for the multiple tasks as the parties see fit. **LOCAL AGENCY** and **ENGINEER** further mutually agree and understand that it is intended that the **MSA** will generally be used for the procurement of Professional Engineering Services for each Task of the Street and Sidewalk Maintenance project.

When **LOCAL AGENCY** desires to undertake a Task of the Street and Sidewalk Maintenance project, the **ENGINEER** shall prepare a **PROPOSED LETTER AGREEMENT FOR ENGINEERING SERVICES** specifically for the subject Task or prepare a resolution with a completed Bureau of Local Roads (BLR) form 05520 "Maintenance Engineering to be Performed by a Consulting Engineer" (hereinafter called **BLR FORM 05520**).

Any number of **PROPOSED LETTER AGREEMENTS FOR ENGINEERING SERVICES** or **BLR FORM'S 05520** may be executed under the general terms of the **MSA**. **PROPOSED LETTER AGREEMENTS FOR ENGINEERING SERVICES** will be subject to the attached General Conditions which are incorporated into and made a part of this **MSA**.

The undersigned hereby state that they are duly authorized agents of **ENGINEER** and **LOCAL AGENCY** and that the terms and conditions stated in this **MSA** are understood by them and herewith agreed to and accepted. **ENGINEER** is authorized and directed by **LOCAL AGENCY** to proceed with work as outlined in each executed **PRELIMINARY ENGINEERING SERVICES AGREEMENT** or **BLR FORM 05520**.

(LOCAL AGENCY Signature)

(Date)

(Print Name & Title)

(ENGINEER Signature)

(Date)

Robert D. Culp, Sr. Project Manager

(Print Name & Title)

Midwest Engineering Associates, Inc.
General Conditions Agreement for Professional Services

To assure an understanding of matters related to mutual responsibilities, these General Conditions are made a part of the Agreement.

1. WARRANTY

- a. In performing its professional services hereunder, the services of Midwest Engineering Associates, Inc. will be of the kind and quality designated and will be performed by qualified personnel, under similar circumstances, by reputable members of its profession currently practicing in the same or similar locality. No other warranties, express or implied, is made or intended by Midwest Engineering Associates, Inc.'s undertaking herein or its performance of services hereunder.

2. RISK ALLOCATION

- a. The total liability, in the Agreement, of Midwest Engineering Associates, Inc. and Midwest Engineering Associates, Inc.'s officers, directors, employees, agents and consultants, and any of them, to City of Pekin and anyone claiming by, through or under City of Pekin, for any and all injuries, claims, losses, expenses, or damages arising out of Midwest Engineering Associates, Inc.'s services, the Project of this Agreement, including but not limited to negligence, errors, omissions, strict liability or breach of contract of Midwest Engineering Associates, Inc. or Midwest Engineering Associates, Inc.'s officers, directors, employees, agents and consultants, and any of them shall not exceed the total compensations received by Midwest Engineering Associates, Inc. under this Agreement or the total amount of \$50,000, whichever is greater.

3. REUSE OF DOCUMENTS

- a. All documents including drawings and specifications prepared by Midwest Engineering Associates, Inc. pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by City of Pekin or others on extensions of the Project, or any other project. Any reuse without specific written verification or adaptation by Midwest Engineering Associates, Inc. will be at City of Pekin's sole risk and without liability or legal exposure to Midwest Engineering Associates, Inc.; and City of Pekin shall indemnify and hold harmless Midwest Engineering Associates, Inc. from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Midwest Engineering Associates, Inc. to further compensations at rates to be agreed upon by City of Pekin and Midwest Engineering Associates, Inc.

4. PAYMENT

City of Pekin shall pay Midwest Engineering Associates, Inc. on the basis of one of the following methods. The method to be used will be stated on each Preliminary Engineering Services Agreement used under this MSA.

- a. Invoices, or part thereof, which are not paid within 90 days after the date of their issue may be assessed a service charge at the rate of 1 ½% per month. City of Pekin will pay on demand all collection costs, legal expenses and attorneys' fees incurred or paid by Midwest Engineering Associates, Inc. in collecting payment, including service charge, for services rendered. Non-payment of invoices shall be cause for suspension of services by Midwest Engineering Associates, Inc.

5. USE OF WORK PRODUCT

- a. Except as specifically set forth in writing and signed by both Midwest Engineering Associates, Inc. and City of Pekin, Midwest Engineering Associates, Inc. shall have all copyright and patent rights with respect to all materials developed under this contract, and Midwest Engineering Associates, Inc. is hereby granted a non-exclusive license to use and employ such materials within Midwest Engineering Associates, Inc. business.

6. CONSTRUCTION RESPONSIBILITY

- a. Midwest Engineering Associates, Inc. shall not be responsible for the means, methods, procedures, techniques, or sequences of construction, nor safety on the job site, nor shall Midwest Engineering Associates, Inc. be responsible for the Contractor's failure to carry out the work in accordance with the contract documents.

7. OPINIONS OF COST

- a. Since Midwest Engineering Associates, Inc. has no control over the cost of labor, materials, or equipment, or over a Contractor's method of determining prices, or over competitive bidding or market conditions, the opinions of probable project cost or construction that may be provided will be based solely on Midwest Engineering Associates, Inc.'s own experience and represent his best judgment as a design professional familiar with the construction industry, but Midwest Engineering Associates, Inc.

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cannot, and does not, guarantee that proposals, bids or the construction cost will vary from opinion s of probable cost prepared by Midwest Engineering Associates, Inc.

8. ATTORNEY'S FEES

- a. In the event of litigation based upon, or arising out of, this Agreement, the losing party will pay to the prevailing party all costs of expenses, including attorney's fees, incurred by the prevailing party in the enforcing of any of the covenants and provisions of this Agreement and incurred in any action brought on account of the provisions of this Agreement and incurred in any action brought on account of the provisions hereof, and all such costs, expenses and attorney's fees may be included in and form a part of any judgment entered in any proceeding brought on or under this Agreement. This Agreement shall be bound by the governing laws of the State of Illinois. The parties hereto stipulate and agree that any litigation based upon or arising out of this Agreement shall be filed in the Circuit Court of Tazewell County, Illinois.

9. COMPLIANCE WITH CODES AND STANDARDS

- a. In the performance of all services to be provided hereunder, Midwest Engineering Associates, Inc. and City of Pekin agree to put forth reasonable professional efforts to comply with codes, regulations and laws in effect as of this Agreement date.

10. STANDARD OF CARE

- a. Services performed by MIDWEST under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

11. HAZARDOUS MATERIALS

- a. Any hazardous or toxic substances encountered by associated with services provided by Midwest Engineering Associates, Inc. for the Project shall at no time be or become the property of Midwest Engineering Associates, Inc. Arrangements for handling the hazardous or toxic substances, which are made by Midwest Engineering Associates, Inc., shall be made solely and exclusively on City of Pekin's behalf and benefit and City of Pekin shall indemnify and hold harmless Midwest Engineering Associates, Inc. from and against any and all liability which arises out of the hazardous or toxic substance handling.



Local Agency _____
Section Number _____

The services to be performed by the consulting engineer, pertaining to the various items of work included in the estimated cost of maintenance operations (BLR 14231 or BLR 14221), shall consist of the following:

PRELIMINARY ENGINEERING shall include:

Investigation of the condition of the streets or highways for determination (in consultation with the local highway authority) of the maintenance operations to be included in the maintenance program: preparation of the maintenance resolution, maintenance estimate of cost and, if applicable, proposal; attendance at meetings of the governing body as may reasonably be required; attendance at public letting; preparation of the contract and/or acceptance of BLR 12330 form. The maintenance expenditure statement must be submitted to IDOT within 3 months of the end of the maintenance period.

ENGINEERING INSPECTION shall include:

Furnishing the engineering field inspection, including preparation of payment estimate for contract, material proposal and/or deliver and install proposal and/or checking material invoices of those maintenance operations requiring engineering field inspection, as opposed to those routine maintenance operations as described in Chapter 14-2.04 of BLRS Manual, which may or may not require engineering inspection.

For furnishing preliminary engineering, the engineer will be paid a base fee PLUS a negotiated fee percentage. For furnishing engineering inspection the engineer will be paid a negotiated fee percentage. The negotiated preliminary engineering fee percentage for each group shown in the "Schedule of Fees" shall be applied to the total estimated costs of that group. The negotiated fee for engineering inspection for each group shall be applied to the total final cost of that group for the items which required engineering inspection. In no case shall this be construed to include supervision of contractor operations.

SCHEDULE OF FEES

Total of the Maintenance Operation	Base Fee
☐ > \$20,000	\$1,250.00
☐ ≤ \$20,000 (Negotiated: \$1,250 Max.)	

PLUS

Group	Preliminary Engineering		Engineering Inspection		Operation to be Inspected
	Acceptable Fee %	Negotiated Fee %	Acceptable Fee %	Negotiated Fee %	
I	NA	NA	NA	NA	NA
IIA	2%		1%		
IIB	3%		3%		
III	4%		4%		
IV	5%		6%		

By: _____	By: _____
Local Agency Official Signature	Consulting Engineer Signature
_____	_____
Title	Title
_____	_____
Date	Date
	P.E. Seal
	P.E. License Expiration Date

Attachment: master service agreement (1101 : Midwest Engineering Street Maintenance Agreement)



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: May 1, 2017

From: Katy Shackelford, City Planner

AGENDA ITEM: CBD TIF Request

AGENDA DATE REQUESTED: May 8, 2017

ACTION REQUESTED: RESOLUTION AUTHORIZING THE ISSUANCE OF CBD TIF FINANCING IN AN AMOUNT NOT EXCEEDING \$150,000 FOR STREETSCAPING IMPROVEMENTS ON COURT STREET

DESCRIPTION: The resolution is to authorize the issuance of funds from the Central Business District Tax Increment Financing District in an amount not to exceed \$150,0000 for the purchase of street furniture, wayfinding signage, and crosswalks between the 200 and 600 Blocks of Court Street in downtown Pekin.

FINANCIAL IMPACT: \$150,000

NEIGHBORHOOD CONCERNS: PRO: Implement aspects of the TIF redevelopment strategy to improve EAV within the district, enhance the physical elements of downtown to improve economic vitality and visual appeal to residents and visitors, enhance Downtown Pekin's unique sense of place, improve safety for pedestrians

CON: Inconvenience to businesses during installation, street furniture may attract loitering

IMPACT IF APPROVED: Allow for the purchase of crosswalks, benches, tables, wayfinding signage with the associated hardware and labor.

IMPACT IF DENIED: No change to the Central Business district

ALTERNATIVES: NA

RELATED TO EFFICIENCY STUDY: NA

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

√	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
	A Safe Community. To protect community life and property by providing

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

REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

Finance Department (Certification of Availability of Funds):

Date: _____

City Manager:

Date: September 26, 2016

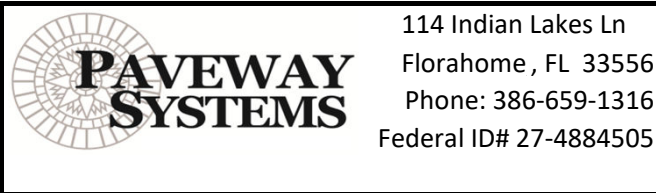
RESOLUTION AUTHORIZING THE ISSUANCE OF CBD TIF FINANCING**Resolution No.**

<Insert Legislation Here>

**PASSED BY THE PEKIN CITY COUNCIL, STATE OF ILLINOIS AND APPROVED
THIS 8th DAY OF MAY, 2017**_____
MAYOR

ATTEST:

CITY CLERK



**PRICE QUOTE
ACCEPTANCE**

Pekin Illinois
 Michael Guerra PE
mmguerra@ci.pekin.il.us

DATE: 5/1/2017
 QUOTATION NUMBER: 30168A

JOB NAME
Pekin, IL (Various Locations)

DESCRIPTION				TOTAL
Patterned/Textured Asphalt				
Paveway STS (In Accordance With FDOT S523)				
APL No. 523-000-003	Sq. Ft.	Unit Price		
STS Materials & Installation for the unit price of:	5408	\$ 14.17		\$ 76,631.36
STS Materials & Installation for the unit price of:	460	\$ 7.08	Concrete Test	\$ 3,256.80
Specifications:				
1. Prepare surface by approved methods of Paveway Systems				
2. Place pattern and single color design chosen.				
3. Provide and install the STS system as per Paveway Systems specifications.				
4. Certified installation with a 3 year warranty.				
5. Removal or placement of asphalt or striping not included.				
Conditions:				
1. Based on 2017 construction. Night Installation depending on temperatures.				
2. Traffic Control provided by others. Light towers (2) provided by others.				
3. Limits of textured areas to be laid out by others before our arrival.				
4. Dumpster/trash pile area provided for our use, on site, by others.				
5. Mobilization to site is included.				
6. Estimated 3-4 nights to completely install depending on Traffic Control.				
7. Permits, GC License, bonds, fees, testing not included.				
8. Please allow 4-6 weeks for material manufacturing and scheduling.				
9. Payment terms pending credit review.				
10. Total is Lump Sum for up to 8 Foot Wide Pattern Area (Except 2nd & 3rd St will be 5 Ft Wide)				
The above prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.				
SIGNATURE: _____				

TOTAL: \$ 79,888.16

Thank you for the opportunity to provide a quotation. Please contact me if you have any questions.

Tiffany Albright
 Paveway Systems, Inc.
t.albright@pavewaysystems.com
www.pavewaysystems.com

Attachment: Crosswalk Quote (1094 : CBD TIF Request)



ORDER FORM/PROPOSAL

Box 2121
LaGrange, IL 60525
708-579-9055
708-579-0109 (fax)
1-800-526-6197

Please verify the Bill To and Ship To address information when ordering.

April 5, 2017

Bill To:

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

Ship To:

(Please provide)

ORIGINAL JOB NO:

CALL 24 HOURS PRIOR TO DELIVERY: Katie @ 309-478-5355

CUSTOMER PURCHASE ORDER #:

<u>QTY.</u>	<u>NO.</u>	<u>DESCRIPTION</u>	<u>EACH</u>	<u>TOTAL</u>
12	BU1113C	6' Bench with Back, with arms, Slat Pattern, Portable/Surface Mount (Specify color)	\$ 1,108.00	\$ 13,296.00
4	PP203P	4' Rectangle table without back, Perforated Pattern (Specify color)	902	3,608.00
Subtotal				\$ 16,904.00
Special Discount				(845.00)
Shipping Cost				1,104.00
Total				\$ 17,163.00

Above prices include shipping but not installation.

Please include a copy of your Sales Tax Exemption Certificate with Order Placement. Sales Tax will be charged, if applicable.

Above prices are in effect for 120 days.

TERMS: Our terms are net 30 from date of shipment to tax supported institutions or those who have an account with us. 1-1/2% per month interest will be charged on past due accounts.

Signature	Title	Date
------------------	--------------	-------------

PKG17CIT1.JLR

Attachment: Street Furniture Quote (1094 : CBD TIF Request)



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1-800-236-0112

Shopping Cart

Items in your cart for checkout

During checkout this order
will qualify for a **FREE** gift »



4" Diameter Black Aluminum Poles

SKU: 203-01291

Pole, Fluted, 4"x12"x.125 with 10"x10" Baseplate Black Finish, Aluminum, Decorative StreetScape Pole

[Save for later](#) | [Remove item](#)

Price	Quantity	Line Total
\$265.00	8 8	\$2,120.00



Aluminum Middletown Base

SKU: 203-00133

Middletown Base (MD) for a 4" OD Round Pole, Vulcan Black Finish

[Save for later](#) | [Remove item](#)

Price	Quantity	Line Total
\$189.95	8 8	\$1,519.60



Ball Finial for Pole Top

SKU: 203-00032

Finial Ball Cap for 4" Round Post Topper Vulcan Black Finish

[Save for later](#) | [Remove item](#)

Price	Quantity	Line Total
\$66.00	8 8	\$528.00



Z Bracket Single-Sided Round Pole Brackets

SKU: 203-00409

Sign Mounting Kit, Z-Bracket, 4", Std, Black For Mounting One Static Sign to 4" OD Black Pole

[Save for later](#) | [Remove item](#)

Price	Quantity	Line Total
\$34.95	16 16	\$559.20



2 3/8" Diameter Black Aluminum Poles

SKU: 203-00116

Pole, Smooth, 2-3/8"x12"x.109 Thick, Aluminum, Black Powder Coated Finish, Decorative StreetScape Pole

[Save for later](#) | [Remove item](#)

Price	Quantity	Line Total
\$89.00	6 6	\$534.00



Attachment: TapCo Quote (1094 : CBD TIF Request)



Z Bracket Single-Sided Round Pole Brackets

SKU: **037-00005**

Sign Mounting Kit, Z-Bracket, 2-3/8", For Mounting One Static Sign to 2-3/8" OD Pole

[Save for later](#) | [Remove item](#)

Price Quantity Line Total

\$6.50 6 \$39.00

Fleur-de-lis Finial for Pole Top

SKU: **203-00550**

Finial, Fleur-De-Lis Cap, Toppers, Painted Decorative Vulcan Black

[Save for later](#) | [Remove item](#)

Price Quantity Line Total

\$68.95 6 \$413.70

V-Loc® Post Anchor for Round 2 3/8" Posts

SKU: **034-00113**

V-Loc, 23-VR4 for 2-3/8" Round Post with 36" Leg and Wedge for soil

[Save for later](#) | [Remove item](#)

Price Quantity Line Total

\$39.00 6 \$234.00

Subtotal: \$5,947.50

Disclaimer

Please review your order. If you are ordering ADA Signs, please make sure that they meet your state requirements. A Federal ADA sign may not be compliant in your state. If everything looks good, proceed to checkout.

Due to unique shipping requirements and/or the wide range of product sizes we offer, some items may be subject to higher than normal freight charges. If this is the case, freight will be shown as "TBD". Please [email us](#) and we'll be happy to provide you with a freight quote before processing your order.

All shipments being delivered within the states of CA, FL, IL, MI, MN, TX, VA, WI, KY or AZ will be charged sales tax. If you are Tax Exempt, we must have a copy of your certificate on file prior to crediting any taxed amount. Traffic & Parking Control Co., Inc. reserves the right to add or change the status of states being charged tax according to all Federal or State regulations.

5100 W Brown Deer Road, Brown Deer, WI 53223 | Phone: 1-800-236-0112 | Fax: 1-800-444-0331
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Attachment: TapCo Quote (1094 : CBD TIF Request)