



City of Pekin

REGULAR CITY COUNCIL MEETING MONDAY, APRIL 13, 2020 5:30 PM

This will be a Remote Meeting held via "Zoom Meetings". THE PUBLIC CAN ONLY ATTEND THIS MEETING REMOTELY; Due to the Governor's Executive Order regarding COVID-19 and the relaxing of the Open Meeting Act requirements, this meeting will be held remotely via Zoom Meetings without an in-person meeting location for the public to attend. You will be able to listen to the meeting and submit comments during the time for Public Comments by sending a direct message to the meeting host using Zoom Meetings

To join in the meeting follow this link: <https://zoom.us/j/545242741>. By phone, dial in and listen to the Meeting as follows: (toll free) 1-888-788-0099; then enter Meeting ID 545-242-741. Prior to the meeting, you can also submit a public comment remotely by email, by 3 PM the day of the Meeting, by sending an email to the City Clerk at smcmillan@ci.pekin.il.us and inserting in the subject line for the email "Public Comment for Meeting on April 13, 2020".

To view meeting online go to: <http://pekinil.iqm2.com> (click banner at the top that states "View live meeting") or Channel 22

1. Pledge of Allegiance

2. Call to Order

3. Approve Agenda

3.1. Approve agenda

4. Approval of Minutes

4.1. City Council - Regular Meeting - Mar 23, 2020 5:30 PM

5. Public Input

6. Consent Agenda

6.1. Ordinance No. 2881 - 19/20 Renewing Declaration of Local Emergency Within the City of Pekin in Response to the Covid-19 Pandemic and Granting Emergency Powers to the Mayor and City Manager

ACTION REQUESTED: Approve and Adopt the Ordinance.

6.2.	Proclamation Larry "The Flag Man" Eckhardt Day ACTION REQUESTED: Approve and Adopt.
6.3.	Tazewell County Animal Control Billing March 2020 ACTION REQUESTED: Receive and File.
6.4.	Receive and File Police Department Monthly Stats March 2020 ACTION REQUESTED: Receive and File.
6.5.	Accounts Payable to be Paid Proof List thru April 3, 2020 ACTION REQUESTED: Receive and File.
6.6.	Receive and File Bids for Replacement Lighting for Street Department Project ACTION REQUESTED: Receive and File.
7.	Unfinished Business
7.1.	Resolution No. 73-19/20 Resolution Adopting the Employee Handbook Revision 2020 of the City of Pekin ACTION REQUESTED: Approve and Adopt the Resolution.
8.	New Business
8.1.	Ordinance No. 1568-A213 - 19/20 Amending Zoning Classification of Certain Real Property Located at 1507, 1509 and 1511 Terrace Blvd. from R-4 One Family Residential District to P-1 Vehicular Parking District ACTION REQUESTED: Approve and Adopt the Ordinance.
8.2.	Resolution No. 76 - 19/20 Approving Purchase of Two Hydraulic Lift Cylinders for Fire Department Ladder Truck ACTION REQUESTED: Approve and Adopt the Resolution.
8.3.	Resolution No. 74 - 19/20 Awarding Contract to RNS Electric, Inc. for Replacement Lighting Street Department Project ACTION REQUESTED: Approve and Adopt the Resolution.
8.4.	Resolution No. 75 - 19/20 Authorizing Use of CDGB Funds for Small Business Assistance

	Grants in Response to COVID-19 ACTION REQUESTED: Approve and Adopt the Resolution.
8.5.	Resolution No. 86-19/20 Short-term Loan to Reditus Laboratories, LLC ACTION REQUESTED: Approve and Adopt the Resolution.
8.6.	Resolution No. 77-19/20 Approving Professional Services Agreement with Hanson Professional Services to Negotiate Purchase of Right of Way on Allentown Roadway ACTION REQUESTED: Approve and Adopt the Resolution.
8.7.	Resolution No. 78 - 19/20 Approving a Professional Services Agreement with Maurer-Stutz Inc. for a Study and Survey of Downtown Parking Lots ACTION REQUESTED: Approve and Adopt the Resolution.
8.8.	Resolution No. 79 - 19/20 Grant Josie A. Esker Signature Authority for IDOT Documents ACTION REQUESTED: Approve and Adopt the Resolution.
8.9.	Resolution No. 80 - 19/20 Approving Acceptance of Easements with Riverside North Inc. for Phase III CSO Project ACTION REQUESTED: Approve and Adopt the Resolution.
8.10.	Resolution No. 81 - 19/20 Professional Services Agreement with SafeBuilt Illinois LLC for Building Inspection Services ACTION REQUESTED: Approve and Adopt the Resolution.
8.11.	Resolution No. 82 - 19/20 Assigning Impound Fees to the General Fund ACTION REQUESTED: Approve and Adopt the Resolution.
8.12.	Resolution No. 83 - 19/20 Authorizing Early Payment of Final Installment of Debt Service for Griffin Drive Construction Project ACTION REQUESTED: Approve and Adopt the Resolution.
8.13.	Resolution No. 84 - 19/20 Regarding Bus Transportation Agreement with School District 98-Rankin ACTION REQUESTED: Approve and Adopt the Resolution.

8.14.	Resolution No. 85 - 19/20 Regarding Bus Transportation Agreement with School District 137 -South Pekin ACTION REQUESTED: Approve and Adopt the Resolution.
8.15.	Ordinance No. 2879-19/20 Amending Title 3 Chapter 19 of the City Code Regarding Bodywork Establishments ACTION REQUESTED: Approve and Adopt the Ordinance.
8.16.	Ordinance No. 2880 - 19/20 Amending Title 5, Chapter 2A of the City Code Regarding Solid Waste Removal Fee ACTION REQUESTED: Approve and Adopt the Ordinance.
9.	Any Other Business To Come Before The Council
10.	Executive Session 5 ILCS 120/2 (c)
11.	Adjourn

 PROCEEDINGS OF THE REGULAR MEETING
 OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
 HELD IN THE COUNCIL CHAMBERS OF CITY HALL
 111 S. CAPITOL ST
 ON MONDAY MARCH 23, 2020 AT 5:30 O'CLOCK P.M.
 MARK LUFT * CHAIR * PRESIDING

PLEDGE OF ALLEGIANCE

Due to the Governor's Executive Order regarding COVID-19 and the relaxing of the Open Meeting Act requirements, this meeting was held remotely via Zoom Meetings without an in-person meeting location for the public to attend. Therefore, the provisions of the City Code regarding electronic attendance did not apply.

Mayor Luft announced that the Council was practicing social distancing and complying with the 10 person limit due to COVID-19 and the Governor's Executive Order.

The Pledge of Allegiance was led by Mayor Mark Luft. The Clerk confirmed all members of the Council were present via remote electronic attendance by roll call vote. Mayor Luft was physically present.

Attendee Name	Title	Status	Arrived
Michael Garrison	Councilman	Remote	5:30 PM
Rick Hilst	Councilman	Remote	5:30 PM
Karen Hohimer	Councilwoman	Remote	5:30 PM
Dave Nutter	Councilman	Remote	5:30 PM
Lloyd Orrick	Mayor Pro-Tem	Remote	5:30 PM
John P Abel	Councilman	Remote	5:30 PM
Mark Luft	Mayor	Present	4:06 PM

APPROVE AGENDA

3.1. Motion to: **Approve agenda**

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Karen Hohimer, Councilwoman
SECONDER:	Lloyd Orrick, Mayor Pro-Tem
AYES:	Garrison, Hilst, Hohimer, Nutter, Orrick, Abel, Luft

APPROVAL OF MINUTES

4.1. Motion to: **Approval of Minutes**

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Karen Hohimer, Councilwoman
SECONDER:	Michael Garrison, Councilman
AYES:	Garrison, Hilst, Hohimer, Nutter, Orrick, Abel, Luft

4.2. City Council - Special Meeting - Mar 16, 2020 5:00 PM

4.3. City Council - Work Session - Mar 9, 2020 6:30 PM

4.4. City Council - Regular Meeting - Mar 9, 2020 5:30 PM

PUBLIC INPUT

No public input was given.

CONSENT AGENDA

- 6.1. **Accounts Payable to be Paid Proof List thru 03-20-20**
- 6.2. **General Fund Revenue vs Expense Pd 9 January FY20 and Non General Fund Revenue vs Expense Pd 9 January FY20**
- 6.3. **Police Department Monthly Stats - February 2020**
- 6.4. **February 2020 Building Report**
- 6.5. **February 6, 2020 Minutes of the Pekin Plan Commission**

Motion to: **Approve Consent Agenda**

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John P Abel, Councilman
SECONDER:	Karen Hohimer, Councilwoman
AYES:	Garrison, Hilst, Hohimer, Nutter, Orrick, Abel, Luft

NEW BUSINESS

- 7.1. **Ordinance No. 2876-19/20 An Ordinance Renewing Declaration of Local Emergency Within The City of Pekin in Response to the COVID-19 Pandemic and Granting Emergency Powers to the Mayor and City Manager**

City Manager, Mr. Mark Rothert, announced to Council that in light of current developments related to the COVID-19 outbreak, the City Council adopted emergency powers for the Mayor and the City Manager pursuant to Ordinance No. 2874-19/20 on March 16, 2020. On March 18, 2020, the Mayor declared a Local State of Emergency, pursuant to Section 11-1-6 of the Illinois Municipal Code (65 ILCS 5/11-1-6), Section 11 of the Illinois Emergency Management Agency Act (20 ILCS 3305/11), and Section 1-5A-3 of the City Code. Mr. Rothert explained that the action before the City Council is for the City Council, as a whole, to declare a Local State of Emergency and to extend that Local State of Emergency until the next meeting of a quorum of the City Council, at which time it may be continued or extended by further actions of the City Council.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John P Abel, Councilman
SECONDER:	Karen Hohimer, Councilwoman
AYES:	Garrison, Hilst, Hohimer, Nutter, Orrick, Abel, Luft

- 7.2. **Resolution No. 73-19/20 Resolution Adopting the Employee Handbook Revision 2020 of the City of Pekin**

A motion was made by Councilmember Orrick, seconded by Councilmember Garrison to postpone agenda item 7.3 Resolution 73-19/20 adopting the Employee Handbook revision 2020 of the City of Pekin.

On roll call vote, all present voted Aye. Motion adopted.

RESULT: POSTPONED [UNANIMOUS]

Next: 4/13/2020 5:30 PM

MOVER: Lloyd Orrick, Mayor Pro-Tem

SECONDER: Michael Garrison, Councilman

AYES: Garrison, Hilst, Hohimer, Nutter, Orrick, Abel, Luft

- 7.3. Resolution No. 70-19/20 Approving Professional Services Agreement with Azavar Government Solutions Regarding the Audit of City's Revenues**
City Manager, Mr. Mark Rothert, presented to Council agenda item 7.3 Resolution No. 70 -19/20 approving a professional service agreement with Azavar Government Solutions regarding the audit of City Revenues. Mr. Rothert reminded Council that last month the Council passed a resolution authorizing the city to enter into negotiations with Azavar. That agreement has been developed to enter into a professional services agreement that includes the review of numerous taxes. Mr. Rothert recommended approval to begin process.

Council discussed specifics of the contract with the City Manager.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Lloyd Orrick, Mayor Pro-Tem

SECONDER: Karen Hohimer, Councilwoman

AYES: Garrison, Hilst, Hohimer, Nutter, Orrick, Abel, Luft

- 7.4. Resolution No. 69-19/20 Intervene in PTAB Board of Review Kroger Limited Partnership**

City Manager, Mr. Mark Rothert, requested Council approve and adopt Resolution No. 69-19/20 to authorize the City Attorney to obtain an appraisal for the Kroger Limited Partnership property and petition for leave to intervene in the complaint filed with the Tazewell Board of Review for the purpose of challenging the assessed value of the owner of PIN 04-04-35-456-004. Mr. Rothert explained that the resolution

is in the best interests of the City to intervene in the proceedings currently pending before the Illinois Property Tax Appeal Board.

City Attorney, Ms. Katherine Swise, added that the firm represents all three taxing bodies, the City and the two school districts.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Lloyd Orrick, Mayor Pro-Tem

SECONDER: Karen Hohimer, Councilwoman

AYES: Garrison, Hilst, Hohimer, Nutter, Orrick, Abel, Luft

- 7.5. Resolution No. 72-19/20 Bid Award Midwest Transit Equipment for 10 Handicapped Leased School Buses**

Fleet Manager, Mr. Dan Jost, requested Council approve and adopt Resolution No. 72-19/20 to award a bid for 10 handicapped leased school buses to Midwest Transit Equipment for 5 years and to authorize the Mayor to enter into a lease agreement. Mr. Jost described the specs of each of the busses and status of each bus.

City Manager, Mr. Mark Rothert, added that an alternative option of a 3 year agreement is available. Mr. Rothert described the cost difference and clarified that only one bid was received.

Council discussed the City not possessing a rider. School districts are very happy with the City's service. The contract aligns with the school district contract.

Mr. Rothert pointed out that with the Coronavirus pandemic, there is a risk if school is no longer in session and therefore no need for bussing.

Mr. Jost explained that we do not have a lot of time for to the busses fitted before they are delivered and suggests not waiting too long.

Ms. Swise voiced that she will proceed with negotiating a rider and a force majeure clause in the contract. Ms. Swise explained that a force majeure clause is a standard contract provision and excludes parties of uncontrollable circumstances such as war, acts of God, things that make it impossible to move forward as written.

Mr. Jost added that the contract itself is not between the City and Midwest Transit, it is actually through the bank.

Council continued discussion of switching out the buses.

RESULT:	ADOPTED [6 TO 1]
MOVER:	Michael Garrison, Councilman
SECONDER:	John P Abel, Councilman
AYES:	Garrison, Hohimer, Nutter, Orrick, Abel, Luft
NAYS:	Rick Hilst

7.6. Agreement with Hanson Professional Services for Assistance for Acquisition of Right of Way on Allentown Roadway

City Engineer, Mr. Michael Guerra, requested Council approve an agreement with Hanson Professional Services for assistance for acquisition of right of way on Allentown Roadway. Mr. Guerra explained that agreement is to negotiate the purchase of right of way needed for the Allentown Roadway improvements. Mr. Guerra added that the City staff has tried to purchase the necessary property needed for the past several to improve the curve to make it a safer roadway. Due to stalled negotiations, locating owners, and other City priorities, City staff has not been able to complete the purchase of ROW needed for this project. If the Council wishes not to approve this agreement, it would be recommend to cancel this project and forfeit the funding the City received for this project. IDOT would like to see the project be completed.

Council discussed the numerous near fatal accidents and injuries that have occurred in this location. The road extends a bit in Elk Grove Township but the project will not change the jurisdiction of the road.

City Manager, Mr. Mark Rothert, requested that Council give staff further direction or to give the funds back to IDOT and giving up on a half a million dollar road project.

Council directed the City Manager and staff to move forward with the implementation of the grant.

RESULT:	FAILED [2 TO 5]
MOVER:	Michael Garrison, Councilman
SECONDER:	John P Abel, Councilman
AYES:	Michael Garrison, Lloyd Orrick
NAYS:	Hilst, Hohimer, Nutter, Abel, Luft

7.7. Resolution No. 71-19/20 Peoria/Pekin Urbanized Area Transportation (PPUATS) Call for Projects

City Manager, Mr. Mark Rothert, requested Council approve and adopt Resolution No. 71-19/20 Peoria/Pekin Urbanized Area Transportation (PPUATS) issued call for project for FY22-23 and FY23-24.

City Engineer, Mr. Michael Guerra, explained that the first project would be an improvement of Derby Street from 14th to 7th Street. This would be reconstruction of the intersection with 14th and then improvements along Derby that were suggested in the Derby Street Corridor study to 7th Street. The estimated construction cost for this project was \$3.15 million in which 70% would be funded with PPUATS if selected.

Mr. Guerra continued to explain the second project consisted of an improvement on Court Street from Parkway Drive to Stadium Drive. This improvement would consist of reconstructing the intersection of Parkway and Court Street, the installation of signals at Stadium Drive and improvements to the section of Court Street between those two intersections. The estimated cost for construction was \$2.7 Million in which 70% would be funded with PPUATS.

Mr. Guerra added that the infrastructure committee voted to prioritize these locations to submit to PPUATS.

Council discussed the application process and past and future projects.

Councilmember Garrison spoke against putting up a stoplight on Stadium Drive.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Garrison, Councilman
SECONDER:	John P Abel, Councilman
AYES:	Garrison, Hilst, Hohimer, Nutter, Orrick, Abel, Luft

7.8. Resolution No. 68-19/20 Appropriating Motor Fuel Tax in the Amount of \$2,574,000 2020 Street Maintenance Plan 20-00000-00-GM

City Manager, Mr. Mark Rothert, requested Council approve and adopt Resolution No. 68-19/20 appropriating motor fuel tax in the amount of \$2,574,000 for the 2020 Street Maintenance Plan. The 2020 Street Maintenance Program that was approved on November 25, 2019 by the City Council utilizes the anticipated Motor Fuel Tax Funds that will be received in Fiscal Year 2021 and uses a portion of the existing reserves in the MFT Fund. The streets that were selected for this year's plan were mill & overlay on 14th Street from Koch to El Camino, mill & overlay on Willow Street from Parkway to Schramm, and chip seal on various streets, for a total of \$2,188,000. Additionally, \$240,000 had been budgeted for salt; \$11,000 had been budgeted for electricity for traffic signal lights and \$135,000 had been budgeted for electricity for streetlights. In total, this resolution will allocate \$2,574,000 of Motor Fuel Tax (MFT) Funds to be used next fiscal year. Mr. Rothert, added that the Illinois Department of Transportation (IDOT) requires the adoption of the resolution prior to the projects being approved for bid. This resolution will allow the City to submit the street

maintenance projects to IDOT for review and approval now, which will allow the first project to be bid and begin expending funds on May 1st. Ultimately, the schedule is dependent on the timeframe of IDOT's review process.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dave Nutter, Councilman
SECONDER:	Rick Hilst, Councilman
AYES:	Garrison, Hilst, Hohimer, Nutter, Orrick, Abel, Luft

7.9. 2092 : Ordinance No. 2875-19/20 Amending Title 9 and Title 10 Regarding Driveway Regulations as Amended

City Manager, Mr. Mark Rothert, requested Council approve and adopt Ordinance No. 2875-19/20 amending Title 9 and Title 10 of the City Code regarding driveway regulations. City staff felt that the current driveway regulations relative to allowed width, number of driveway approaches and design criteria, were outdated and required amendment. The current width limit of 24 feet at the City right-of-way had been found to be insufficient for properties with a lot width in excess of 100 feet that possessed new homes designed with an attached 3-car garage. Furthermore, there existed no specific code language limiting the number of driveway approaches a residential property could have or language prohibiting the installation of circular driveways on residential properties. Lastly, design standards and criteria was missing in the regulations and modern design standards were being added to bring the City's standards in full compliance with Federal ADA standards. Mr. Rothert added that the Planning Commission recommended approval.

Council discussed circular or half circular driveways that are in existence now.

Councilmember Orrick spoke in support of the item only if Section D regarding circular drives was removed.

Councilmember Orrick made a motion to amend Ordinance No. 2875-19/20, the last sentence in Section D, under no circumstances shall a circular drive be permitted on a single family residential lot, be removed. The motion was seconded by Councilmember Abel. On roll call vote, all present voted Aye. Motion carried.

RESULT:	ADOPTED AS AMENDED [UNANIMOUS]
MOVER:	Dave Nutter, Councilman
SECONDER:	John P Abel, Councilman
AYES:	Garrison, Hilst, Hohimer, Nutter, Orrick, Abel, Luft

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

No public input was given.

Councilmember Abel reminded folks to keep restaurants in business and has received questions on how to pay wastewater bills.

Councilmember Orrick made a statement regarding the upcoming budget and pensions.

Councilmember Garrison requested citizens call their U.S. Representative and U.S. Senator to push for a relief package for the citizens of Pekin and the state of Illinois.

Councilmember Hilst also spoke in favor of keeping local businesses alive and also spoke regarding the upcoming budget.

Mayor Luft gave thank you's to the Police and Fire Chiefs.

City Manager thanked public service personnel searching for PPE and local stores for donating equipment.

EXECUTIVE SESSION 5 ILCS 120/2 (C)

ADJOURN

There being no further business to come before Council, a motion was made by Councilmember Orrick, seconded by Councilmember Abel to adjourn. The meeting was adjourned by Mayor Luft viva voce at 7:10 P.M.



REQUEST FOR COUNCIL ACTION

Agenda Date: April 13, 2020
To: Council Members
From: Nicole Stewart, Deputy Clerk

AGENDA ITEM: Ordinance No. 2881-19/20 Renewing Declaration of Local Emergency in Response to COVID-19 Pandemic

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION: On March 18, 2020, the Mayor declared a Local State of Emergency, pursuant to Section 11-1-6 of the Illinois Municipal Code (65 ILCS 5/11-1-6), Section 11 of the Illinois Emergency Management Agency Act (20 ILCS 3305/11), and Section 1-5A-3 of the City Code, due to the COVID-19 pandemic.

The City Council adopted emergency powers for the Mayor and the City Manager pursuant to Ordinance No. 2874-19/20 on March 16, 2020, and pursuant to Ordinance No. 2876-19/20, extended the Declaration of Local State of Emergency and renewed those emergency powers for the Mayor and City Manager on March 23, 2020.

With the continued developments related to the COVID-19 outbreak, the Council on April 6, 2020, adopted Ordinance No. 2878-19/20, once again extending the Declaration of Local State of Emergency and renewing those emergency powers for the Mayor and City Manager.

The action before the City Council is for the City Council, as a whole, to again declare a Local State of Emergency and to extend that Local State of Emergency until the next meeting of a quorum of the City Council, at which time it may be continued or extended by further actions of the City Council. The Mayor and the City Manager are further authorized to exercise the emergency powers granted to them by Section 1-5A-3 and 1-7-10, respectively, as those sections were amended by Ordinance No. 2874-19/20.

FINANCIAL IMPACT: N/A

Requested Amount:
 Line Item:
 Budgeted Amount:
 Remaining Funds:

IMPACT IF APPROVED: N/A

IMPACT IF DENIED: N/A

ALTERNATIVES: N/A

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

5 Year CIP. The Five-Year Capital Improvement Plan reflects all current and future capital improvement needs of the City of Pekin. The Plan is designed to be updated annually by staff and submitted to the Council for review and approval prior to the annual budget process.

Enhance Code Enforcement Services. The Council understands the importance of a strong Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.

Business Friendly Community. The Council strives to bring new businesses to Pekin while helping to maintain and expand all existing businesses. It is therefore essential to work cooperatively to make Pekin a "Business-Friendly" Community.

	Efficient and Effective Municipal Operations. A fundamental responsibility of elected officials, City Staff and Employees is the exercise of good stewardship over public funds. Therefore, it is important that municipal services be delivered with maximum efficiency and effectiveness
	Police & Fire Pension Obligation. To meet the 90% funding level by the year 2040 it is essential the City plan carefully and maintain financial discipline to meet its \$63 million dollar obligation.
	Employee Residency. It is the goal of the Council to develop a policy that encourages more full-time non-union employees who participate in a City funded pension program to reside within the city limits of Pekin.

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

4/10/2020

Date:

**Ordinance No. 2881 - 19/20 Renewing Declaration of Local Emergency Within the City of Pekin
in Response to the Covid-19 Pandemic and Granting Emergency Powers to the Mayor and City
Manager**

6.1

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of _____, 20____.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. 2881 – 19/20

**AN ORDINANCE RENEWING DECLARATION OF LOCAL EMERGENCY WITHIN
THE CITY OF PEKIN IN RESPONSE TO THE COVID-19 PANDEMIC, AND
GRANTING EMERGENCY POWERS TO THE MAYOR AND CITY MANAGER**

WHEREAS, the City of Pekin is a home rule municipality as described in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, the City of Pekin, as a home rule municipality, may exercise power and perform any function pertaining to its government and affairs, including, but not limited to, the power to legislate for the protection of the public health, safety, and welfare; and

WHEREAS, the Illinois Municipal Code (65 ILCS 5/11-1-6) authorizes the City Council to, by ordinance, grant the Mayor the extraordinary power and authority to exercise, by executive order, during a state of emergency, such of the powers of the City Council as may be reasonably necessary to respond to the emergency; and

WHEREAS, the Illinois Emergency Management Agency Act, 20 ILCS 3305/11, further provides for and emergency local disaster declaration by the Mayor, as principal executive officer of the City, the effect of which is to activate the emergency operations plan of the City pursuant to the Emergency Management Agency Act and to authorize the furnishing of aid and assistance thereunder; and

WHEREAS, on March 18, 2020, the Mayor declared a Local State of Emergency, pursuant to Section 11-1-6 of the Illinois Municipal Code (65 ILCS 5/11-1-6), Section 11 of the Illinois Emergency Management Agency Act (20 ILCS 3305/11), and Section 1-5A-3 of the City Code; and

WHEREAS, The City Council finds it is in the best interests of the City, its residents, and the public health and safety to extend the Declaration of Local State of Emergency and the emergency powers granted to the Mayor and the City Manager thereunder.

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

Section 1. The findings and recitations set forth above are adopted and found to be true and correct.

Section 2. The Declaration of Local State of Emergency declared by the Mayor on March 18, 2020, is hereby extended until the next meeting of a quorum of the City Council is held, at which time it may be continued or extended by further act of the City Council.

Section 3. The Mayor and the City Manager are further authorized to exercise the emergency powers granted to them by Section 1-5A-3 and 1-7-10, respectively. The State of Emergency and the Emergency Powers granted herein shall be in continuous effect until the next

meeting of a quorum of the City Council is held, at which time it may be continued or extended by further act of the City Council.

Section 4. This Ordinance is in addition to all other ordinances on the subject and shall be construed therewith excepting as to that part in direct conflict with any other ordinance, and in the event of such conflict, the provisions hereof shall govern.

Section 5. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED AND APPROVED at the regular meeting of the City Council of the City of Pekin, this _____ day of _____, 20____; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 20____

Mayor

ATTEST:

City Clerk

CERTIFICATE

THE UNDERSIGNED CERTIFIES THAT SHE IS THE CITY CLERK FOR THE CITY OF PEKIN, ILLINOIS, AND THAT THE CITY COUNCIL AT A REGULARLY CONSTITUTED MEETING OF SAID CITY COUNCIL OF THE CITY OF PEKIN ON THE _____ DAY OF _____, 20____ ADOPTED ORDINANCE NO. _____ A TRUE AND CORRECT COPY OF WHICH IS CONTAINED IN THIS PAMPHLET

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, 20____.

(SEAL)

CITY CLERK

**REQUEST FOR COUNCIL ACTION**

Agenda Date: April 13, 2020
To: Council Members
From: Sue McMillan, City Clerk

AGENDA ITEM: Proclamation Larry "The Flag Man" Eckhardt Day

ACTION REQUESTED: Approve and Adopt.

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

Office of the Mayor



Proclamation

WHEREAS Mr. Larry Eckhardt, known as “The Flagman”, passed away early March 31, 2020 after battling cancer; and

WHEREAS, on that day the City of Pekin showed honor and appreciation by lowering its flag to half-mast to mourn the passing of a great man; and

WHEREAS, Larry “The Flagman” Eckhardt, who dedicated 15 years of his life traveling thousands of miles throughout the United States honoring firefighters, police officers, fallen soldiers, soldiers coming home, and children of St. Jude’s Research Hospital, planted U.S. Flags with the help of many local volunteers; and

WHEREAS, in all his travels, Mr. Eckhardt orchestrated more than 200 tributes and planted nearly 500,000 flags; and

WHEREAS, Mr. Eckhardt’s passing hits home here in Pekin, as he visited on three different occasions to honor each of our fallen soldiers by planting 2,000 U.S. flags on their funeral routes; and

WHEREAS, Mr. Eckhardt lined the City of Pekin Streets honoring Lance Corporal Jordan Basteau and Army Sergeant Dean Shaffer, who were both killed in action, and Private First Class Martin “Marty” Rosenswiipe, who died while on active duty; and

WHEREAS, The City is therefore dedicating this day as “Larry ‘The Flagman’ Eckhardt Day” as we remember the many lives he touched. May he rest in peace.

NOW, THEREFORE, BE IT RESOLVED, that I, Mark A. Luft, Mayor of the City of Pekin, do hereby proclaim April 13, 2020 to be

Larry ‘The Flagman’ Eckhardt Day

in the City of Pekin, Tazewell County, Illinois, and encourage our community to continue to recognize and honor the sacrifice of all our veterans and this hero by observing his day.

ADOPTED, this 13th day of April, in the Year of Our Lord, Two Thousand and Twenty.

Mark A Luft, Mayor

Attest:

Sue E. McMillan, City Clerk

Attachment: LARRY THE FLAG MAN (2123 : Proclamation Larry "The Flag Man" Eckhardt Day)



REQUEST FOR COUNCIL ACTION

Agenda Date: April 13, 2020
To: Council Members
From: Lee Wrhel, Police & Fire Secretary

AGENDA ITEM: Tazewell County Animal Control Billing March 2020

ACTION REQUESTED: Receive and File.

DESCRIPTION: Tazewell County Animal Control Billing – March 2020

FINANCIAL IMPACT:

Requested Amount: **\$3,753.83**
 Line Item: **100-761-5-667-00**
 Budgeted Amount: **\$3,753.83**
 Remaining Funds:

IMPACT IF APPROVED:

IMPACT IF DENIED:

ALTERNATIVES:

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

	5 Year CIP. The Five-Year Capital Improvement Plan reflects all current and future capital improvement needs of the City of Pekin. The Plan is designed to be updated annually by staff and submitted to the Council for review and approval prior to the annual budget process.
	Enhance Code Enforcement Services. The Council understands the importance of a strong Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.
	Business Friendly Community. The Council strives to bring new businesses to Pekin while helping to maintain and expand all existing businesses. It is therefore essential to work cooperatively to make Pekin a “Business-Friendly” Community.
X	Efficient and Effective Municipal Operations. A fundamental responsibility of elected officials, City Staff and Employees is the exercise of good stewardship over public funds. Therefore, it is important that municipal services be delivered with maximum efficiency and effectiveness
	Police & Fire Pension Obligation. To meet the 90% funding level by the year 2040 it is essential the City plan carefully and maintain financial discipline to meet its \$63 million dollar obligation.
	Employee Residency. It is the goal of the Council to develop a policy that encourages more full-time non-union employees who participate in a City funded pension program to reside within the city limits of Pekin.

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

4/9/2020

Date:

Tazewell County Animal Control

21314 State Route 9
PO Box 158
Tremont, IL 61568
Phone: (309) 925-3370
FAX: (309) 925- 3633

6.3.a

RECEIVED APR 06 2020



MARCH 2020 INVOICE

Balance Due \$3753.83

City Of Pekin
111 S Capitol St
Room 242
Pekin, IL 61554

Our records show the following charges are unpaid.

<u>Date</u>	<u>Description</u>	<u>Charge Amount</u>	<u>Unpaid balance</u>
04-01-2020	Pekin Contract Fee	\$3,753.83	\$3,753.83

As of 04-01-2020, there is a balance due of \$3,753.83

FOR SERVICES PROVIDED 3/1/2020 - 3/31/2020

Attachment: Tazewell County Animal Control March 2020 (2115 : Tazewell County Animal Control Billing March 2020)

Tazewell County Animal Control

Record count on this entire report: 133
Run Date: 04-01-2020 10:08:11 AM by Ryan Sanders
FAX: (309) 925- 3633

Case Intake Register 03-01-2020 to 03-31-2020

Group By Municipality
Order By Intake Date
Page Number: 10 of 16

Municipality: PEKIN

Case ID	Intake Date	Reason and Transport	ACO	Owner at Intake	Animal	Officer Call
03-02-2020 6	03-02-2020	Stray/Aco Pickup Pickup location: 100 Taps Lane, Pekin, IL 61554	Lohnes, Pam		#183148/F/Dog/Pit Bull Rosaleen/Medium/Adult/Blonde/White	7684
03-02-2020 7	03-02-2020	Owner Surrender/Owner Turn-in Pickup location: Not specified or see notes		Shelby Thomas	#183155/M/Cat/Dsh Sylas/Medium/Adult/Wheat/Black	
03-03-2020 7	03-03-2020	Stray/Aco Pickup Pickup location: 10 St And Court, Pekin, IL 61554	Harms, Jaymee	Jessica White	#157554/M/Dog/Beagle Copper/Medium/Adult/Black/Brown	7697
03-03-2020 10	03-03-2020	Owner Surrender/Owner Turn-in Pickup location: Not specified or see notes		Samantha Brown	#183205/M/Dog/Chihuahua Pablo/Tan	
03-03-2020 11	03-03-2020	Owner Surrender/Owner Turn-in Pickup location: Not specified or see notes		Samantha Brown	#183206/M/Dog/Chihuahua Hector/Tan	
03-03-2020 6	03-03-2020	Owner Surrender/Owner Turn-in Pickup location: Not specified or see notes		Amber Mathews	#183200/M/Cat/Dsh Diesel/Medium/Adult/Black/White	
03-04-2020 2	03-04-2020	Stray/Aco Pickup Pickup location: 100 Taps Lane, Pekin, IL 61554	Lohnes, Pam		#183216/M/Dog/Mixed Breed Gulliver/Small/Puppy/Black/White	7700
03-04-2020 3	03-04-2020	Stray/Aco Pickup Pickup location: 100 Taps Lane, Pekin, IL 61554	Lohnes, Pam		#183217/M/Dog/Mixed Breed Callahan/Small/Puppy/Black/Tan	7700
03-04-2020 4	03-04-2020	Stray/Aco Pickup Pickup location: 100 Taps Lane, Pekin, IL 61554	Lohnes, Pam		#183218/M/Dog/Mixed Breed Patrick/Small/Puppy/Tri	7700
03-04-2020 5	03-04-2020	Stray/Aco Pickup Pickup location: 100 Taps Lane, Pekin, IL 61554	Lohnes, Pam		#183219/M/Dog/Mixed Breed Mccoy/Medium/Adult/Brown/White	7700
03-05-2020 4	03-05-2020	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#183278/F/Cat/Dsh Kelly/Small/Adult/Gray	
03-05-2020 5	03-05-2020	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#183279/U/Cat/Dsh Medium/Adult/Black	
03-05-2020 1	03-05-2020	Stray/Aco Pickup Pickup location: 1300 Blk St Julian, Pekin, IL 61554	Harms, Jaymee	Christine Green	#128242/F/Dog/Siberian Husky Aurora/Large/Adult/Black/White	7710
03-06-2020 4	03-06-2020	Owner Surrender/Aco Pickup Pickup location: 310 Barbara Road, Pekin, IL 61554	Homerin, Charlena	Francine Bolin...	#183300/F/Cat/Dmh Bite 7714/Medium/Adult/Black/White	7714
03-07-2020 5	03-07-2020	Stray/Aco Pickup Pickup location: 111 S Capitol St, Pekin, IL 61554	Kautz, Chad	Angela Casaretto	#164593/M/Dog/Shepherd Houdini/Large/Adult/Black/Tan	7736
03-07-2020 3	03-07-2020	Stray/Aco Pickup Pickup location: 2116 Easter Avenue, Pekin, IL 61554	Kautz, Chad		#183356/U/Cat/Dmh Medium/Adult/Black	7731
03-07-2020 4	03-07-2020	Stray/Aco Pickup Pickup location: 1507 Southmoor St, Pekin, IL 61554	Kautz, Chad	Stephanie Collins	#183688/F/Dog/Labrador Retriever Emma/Medium/Adult/Yellow	7732
03-08-2020 1	03-08-2020	Stray/Aco Pickup Pickup location: 1208 Willow St, Pekin, IL 61554	Kautz, Chad	Andrew Bollinger	#106321/M/Dog/Lhasa Apso Charlie/Small/Senior/Gray/White	7740

6.3.a

Tazewell County Animal Control

Record count on this entire report: 133
Run Date: 04-01-2020 10:08:11 AM by Ryan Sanders
FAX: (309) 925- 3633

Case Intake Register 03-01-2020 to 03-31-2020

Group By Municipality
Order By Intake Date
Page Number: 11 of 16

Municipality: PEKIN						
Case ID	Intake Date	Reason and Transport	ACO	Owner at intake	Animal	Officer Call
03-08-2020 4	03-08-2020	Stray/Aco Pickup Pickup location: Dell + Edds St, Pekin, IL 61554	Kautz, Chad Pekin, IL 61554	Amy Booth	#183364/M/Dog/Foxhound Brady/Jorge/Large/Adult/Tri	7742
03-09-2020 10	03-09-2020	Stray/Aco Pickup Pickup location: 1705 Englewood Terrace, Pekin, IL 61554	Harms, Jaymee Pekin, IL 61554		#183414/F/Cat/Dmh Medium/Adult/Black	7746
03-10-2020 3	03-10-2020	Wildlife/Aco Pickup Pickup location: 302 Pine Valley Drive, Pekin, IL 61554	Harms, Jaymee Pekin, IL 61554		#183489/U/Other/Raccoon Large/Black/Tan	7759
03-10-2020 2	03-10-2020	Stray/Aco Pickup Pickup location: 3 Reuling Court, Pekin, IL 61554	Lohnes, Pam Pekin, IL 61554		#183449/M/Cat/Dsh Medium/Adult/Black/White	7756
03-12-2020 1	03-12-2020	Owner Surrender/Aco Pickup Pickup location: 1408 Jefferson, Pekin, IL 61554	Harms, Jaymee Pekin, IL 61554	Jenna Tisdale	#180198/F/Dog/Husky Athena/Large/Adult/Black/Tan	7184
03-13-2020 5	03-13-2020	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#183586/F/Cat/Dsh Melon/Medium/Adult/White/Tabby	
03-16-2020 7	03-16-2020	Owner Surrender/Owner Turn-in Pickup location: Not specified or see notes		Angela Knowles	#183614/M/Cat/Dsh Kitty/Large/Senior/Gray	
03-16-2020 4	03-16-2020	Euthanasia Request/Owner Turn-in Pickup location: Not specified or see notes		Rochelle Adams	#183609/F/Dog/Chihuahua Cheka/Small/Adult	
03-16-2020 5	03-16-2020	Stray/Aco Pickup Pickup location: 3 Reuling Court, Pekin, IL 61554	Harms, Jaymee Pekin, IL 61554		#183610/M/Cat/Dsh Not Nice/Small/Kitten/Orange	7780
03-17-2020 11	03-17-2020	Stray/Aco Pickup Pickup location: 2210 N Parkway Drive, Pekin, IL 61554	Lohnes, Pam Pekin, IL 61554		#183642/U/Other Domestic/Guinea Pig Small/Adult/Tri	7795
03-18-2020 9	03-18-2020	Owner Surrender/Owner Turn-in Pickup location: Not specified or see notes		Mikayla Clark	#183668/F/Cat/Dsh Toothless/Large/Adult/Black	
03-21-2020 3	03-21-2020	Stray/Aco Pickup Pickup location: 1430 N 8th St, Apt 2, Pekin, IL 61554	Kautz, Chad Pekin, IL 61554	George Squires	#65572/M/Dog/Pit Bull Scar/Large/Adult/Red/White	7820
03-21-2020 4	03-21-2020	Stray/Aco Pickup Pickup location: 111 S Capitol St, Pekin, IL 61554	Kautz, Chad Pekin, IL 61554	Brian Wonders	#183752/F/Dog/Pit Bull Jenny/Medium/Senior/Black	7822
03-25-2020 2	03-25-2020	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#183784/F/Cat/Dsh Medium/Adult/Tortoise Shell	
03-27-2020 4	03-27-2020	Confiscated/Aco Pickup Pickup location: 1500 N 5th St, Pekin, IL 61554	Lohnes, Pam Pekin, IL 61554	Jennifer Walker	#183813/F/Dog/Husky Maya/Medium/Adult/Tan/Black	7837
03-27-2020 3	03-27-2020	Confiscated/Aco Pickup Pickup location: 1500 N 5th St, Pekin, IL 61554	Lohnes, Pam Pekin, IL 61554	Rex Stout	#108909/M/Dog/Pit Bull Homer/Medium/Adult/Blonde	7837
03-27-2020 5	03-27-2020	Confiscated/Aco Pickup Pickup location: 1500 N 5th St, Pekin, IL 61554	Lohnes, Pam Pekin, IL 61554	Rex Stout	#125014/F/Dog/Pit Bull Zoe/Medium/Senior/Red	7837
End of Group	Group count:	35				



REQUEST FOR COUNCIL ACTION

Agenda Date: April 13, 2020
To: Council Members
From: Lee Wrhel, Police & Fire Secretary

AGENDA ITEM: Receive and File PD Monthly Stats - March 2020

ACTION REQUESTED: Receive and File.

DESCRIPTION: Police Department Monthly Stats – March 2020

FINANCIAL IMPACT:

Requested Amount:

Line Item:

Budgeted Amount:

Remaining Funds:

IMPACT IF APPROVED:

IMPACT IF DENIED:

ALTERNATIVES:

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

	5 Year CIP. The Five-Year Capital Improvement Plan reflects all current and future capital improvement needs of the City of Pekin. The Plan is designed to be updated annually by staff and submitted to the Council for review and approval prior to the annual budget process.
	Enhance Code Enforcement Services. The Council understands the importance of a strong Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.
	Business Friendly Community. The Council strives to bring new businesses to Pekin while helping to maintain and expand all existing businesses. It is therefore essential to work cooperatively to make Pekin a “Business-Friendly” Community.
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	Police & Fire Pension Obligation. To meet the 90% funding level by the year 2040 it is essential the City plan carefully and maintain financial discipline to meet its \$63 million dollar obligation.
	Employee Residency. It is the goal of the Council to develop a policy that encourages more full-time non-union employees who participate in a City funded pension program to reside within the city limits of Pekin.

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

4/10/2020

Date:

MARCH 2020 WEEKLY STATS	MAR 1 - 7	MAR 8-14	MAR 15-21	MAR 22-28	MAR 29 - APR 4	TOTAL
PATROL						
Calls for service	387	357	266	328	396	1734
Buisness / Bar checks	119	124	82	79	81	485
Traffic stops	77	73	17	7	10	184
Phone calls & station information	26	34	153	59	72	344
Reports	45	42	46	42	46	221
Supplements	12	15	17	8	14	66
Impounds	4	6	3	0	2	15
Arrests	50	42	26	37	43	198
Citations	65	54	20	10	21	170
Written warnings	29	21	5	1	2	58
Cell phone	1	0	0	1	0	2
Truck route	0	0	0	0	0	0
Low-speed gas bicycle	2	0	0	0	0	2
Pedestrian stops	0	0	0	0	0	0
DUI	4	4	2	2	2	14
Crashes	14	16	5	4	8	47
Field contact	1	0	1	0	0	2
Parking tickets - Parking Enforce	0	0	0	0	0	0
Parking tickets - Patrol	2	6	1	0	0	9
Animal controls tickets - AC	6	19	0	0	10	35
Animal - Patrol	0	0	0	0	0	0
NOT COUNTED (those listed below)	0	0	0	0	1	1
Julie notifications	0	0	0	0	0	0
Repossessions	0	0	0	0	0	0
Incident created in error	0	0	0	0	0	0
Law test nature code	0	0	0	0	1	1

RECORDS						
Notice to Appears	0	0	0	0	0	0
Citations	0	1	4	0	0	5
Warnings	0	0	0	0	2	2
Freedom of Information / Pages	9 / 1228 pgs	13 / 912 pgs	9 / 532 pgs	10 / 795 pgs	3 / 14 pgs	22 / 2140 pgs
CD/DVD'S FOR FOI OR SUBPOENAS	0	0	0	0	0	0
SEX Offender Registration	16	8	9	8	5	46
Impounds processed	4	6	3	0	2	15
Impound fees collected	\$1,500.00	\$2,000.00	\$1,500.00	\$0.00	\$0.00	\$5,000.00
Fines collected	\$0.00	\$2,925.00	\$0.00	\$0.00	\$0.00	\$2,925.00
Reports	1	0	1	0	0	2
Supplemental reports	0	0	0	0	0	0
Fingerprints processed	0	6	0	0	0	6
Court case files	24	11	5	10	10	60
DVD/CD for court	36	7	11	10	4	68
Pieces of logged evidence	53	60	56	23	31	223
Backgrounds for other LAW/GOVT. Agen	7	12	2	4	7	32
False alarm letters	1	2	1	1	0	5
Certificate of Purchase	3	1	0	2	2	8
Certificate of Purchase Final Letters	3	1	0	0	2	6
Evidence Pulled to be destroyed	40	120	30	50	20	260
Subpoenas / Expungements	0	1 sub	0	0	0	0
AVRS Crash Report Sales / \$	0 / \$0	0 / \$0	15 / \$75	4 / \$20	5 / \$25	19 / \$95

Shelter in Place Order

Attachment: PD Monthly Stats March 2020 (2119 : Receive and File PD Monthly Stats - March 2020)

**REQUEST FOR COUNCIL ACTION**

Agenda Date: April 13, 2020
To: Council Members
From: Sue McMillan, City Clerk

AGENDA ITEM: Accounts Payable to be Paid Proof List thru April 3, 2020

ACTION REQUESTED: Receive and File.

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

4/3/2020

Date:

Accounts Payable

To Be Paid Proof List

User: mkflatley
 Printed: 03/31/2020 - 3:03PM
 Batch: 00011.03.2020 - missy1



City Of Pekin
 111 S. Capitol
 Pekin, IL 61554

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
AAA Certified Confidential Security Corp									
10891									
82694	3/19/2020	46.00	0.00	04/03/2020				No	0
100-990-569000 Other Contractual Service				confidential material disposal 3/4/20					
	82694 Total:	46.00							
	AAA Certified Confidentialia	46.00							
Ace Hardware									
10911									
*** 27882/3	3/17/2020	14.00	0.00	04/03/2020				No	0
100-032-522400 General Supplies				paint for trailer					
*** 27882/3	3/17/2020	9.18	0.00	04/03/2020				No	0
231-033-522400 General Supplies				glue for storm pipe					
	27882/3 Total:	23.18							
27934/3	3/23/2020	20.97	0.00	04/03/2020				No	0
100-032-522400 General Supplies				cutting blades					
	27934/3 Total:	20.97							
27948/3	3/26/2020	7.00	0.00	04/03/2020				No	0
100-032-522400 General Supplies				spray paint for trailers					
	27948/3 Total:	7.00							
	Ace Hardware Total:	51.15							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Advance Auto Parts 12965									
0532	3/9/2020	27.19	0.00	04/03/2020	yard-crew	expense		No	0
100-068-534000 Automotive Expense				ignition wires					
0532 Total:		27.19							
0546	3/12/2020	6.60	0.00	04/03/2020	yard-crew	expense		No	0
100-068-522400 General Supplies				fuel filters					
0546 Total:		6.60							
*** 0557	3/16/2020	22.76	0.00	04/03/2020				No	0
699-069-534000 Automotive Expense				wiper blades					
*** 0557	3/16/2020	32.00	0.00	04/03/2020				No	0
501-501-534000 Automotive Expense				headlights					
*** 0557	3/16/2020	8.00	0.00	04/03/2020				No	0
100-761-534000 Automotive Expense				2 headlights					
0557 Total:		62.76							
0564	3/17/2020	44.78	0.00	04/03/2020				No	0
501-501-534000 Automotive Expense				intake manifold gasket					
0564 Total:		44.78							
2172	2/27/2020	9.19	0.00	04/03/2020				No	0
699-069-522400 General Supplies				razor blades					
2172 Total:		9.19							
2632	3/10/2020	32.01	0.00	04/03/2020	yard-crew	expense		No	0
100-068-522400 General Supplies				air filters					
2632 Total:		32.01							
2966	3/20/2020	12.00	0.00	04/03/2020				No	0
501-501-534000 Automotive Expense				40 mini bulb					
2966 Total:		12.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
6683	3/9/2020	176.76	0.00	04/03/2020				No	0
100-761-534000 Automotive Expense				4 brake rotors squad 5178					
6683 Total:		176.76							
6686	3/9/2020	99.54	0.00	04/03/2020	yard-crew	expense		No	0
100-068-534000 Automotive Expense				spark plugs, wheel cylinders, brakes and distributor cap					
6686 Total:		99.54							
6697	3/10/2020	20.79	0.00	04/03/2020	yard-crew	expense		No	0
100-068-534000 Automotive Expense				brake shoes					
6697 Total:		20.79							
6707	3/11/2020	145.35	0.00	04/03/2020				No	0
223-023-534000 Automotive Expense				alternator for sw2					
6707 Total:		145.35							
6708	3/11/2020	2.79	0.00	04/03/2020	yard-crew	expense		No	0
100-032-534000 Automotive Expense				lug nut					
6708 Total:		2.79							
*** 6758	3/13/2020	26.67	0.00	04/03/2020				No	0
100-032-534000 Automotive Expense				tailgate handle for st454					
6758 Total:		26.67							
*** 6791	3/17/2020	17.92	0.00	04/03/2020				No	0
699-069-534000 Automotive Expense				rear wiper blade and air filter					
*** 6791	3/17/2020	32.00	0.00	04/03/2020				No	0
100-761-534000 Automotive Expense				8 headlights					
6791 Total:		49.92							
6793	3/17/2020	222.23	0.00	04/03/2020				No	0
501-501-534000 Automotive Expense				spark plugs, boot kit and sway bar link					
6793 Total:		222.23							
6809	3/19/2020	280.74	0.00	04/03/2020				No	0

AP-To Be Paid Proof List (03/31/2020 - 3:03 PM)

Page 3

*** means this invoice number is a duplicate.

Attachment: Accounts Payable to be Paid Proof List thru 4-3-20 (2108 : Accounts Payable to be Paid

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
501-501-534000 Automotive Expense				brake pads and rotors					
6809 Total:		280.74							
6840	3/20/2020	158.22	0.00	04/03/2020				No	0
100-761-534000 Automotive Expense				4 sway bar links squad 5151					
6840 Total:		158.22							
6857	3/10/2020	11.75	0.00	04/03/2020	yard-crew	expense		No	0
100-068-534000 Automotive Expense				brake line tubing, vaacum tube and trim panel clips					
6857 Total:		11.75							
*** 6874	3/23/2020	16.54	0.00	04/03/2020				No	0
223-023-534000 Automotive Expense				anti seize compound					
*** 6874	3/23/2020	16.54	0.00	04/03/2020				No	0
100-032-534000 Automotive Expense				anti seize compound					
6874 Total:		33.08							
Advance Auto Parts Total:		1,422.37							
Alexis Fire Equipment Co.									
11112									
0067250in	3/16/2020	517.98	0.00	04/03/2020				No	0
100-034-534000 Automotive Expense				auto eject					
0067250in Total:		517.98							
Alexis Fire Equipment Co.		517.98							
All Purpose Polygraph									
12588									
1137	3/24/2020	150.00	0.00	04/03/2020				No	0
100-990-590900 Police And Fire Commission				pre employment polygraph-pd-cw					
1137 Total:		150.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	All Purpose Polygraph Tot	150.00							
Allegra Print & Imaging 10016									
60052	3/18/2020	37.00	0.00	04/03/2020				No	0
100-009-551000 Printing And Publications				business cards for fitzanko					
60052 Total:		37.00							
60094	3/18/2020	3,904.12	0.00	04/03/2020				No	0
501-501-520200 Office Supplies				50,000 pre-trip books					
60094 Total:		3,904.12							
60106	3/18/2020	37.00	0.00	04/03/2020				No	0
100-007-551000 Printing And Publications				business cards for esker					
60106 Total:		37.00							
60198	3/20/2020	170.61	0.00	04/03/2020	COVI-D019	expense		No	0
100-761-551000 Printing And Publications				notice to appear forms					
60198 Total:		170.61							
60222	3/24/2020	12.70	0.00	04/03/2020				No	0
100-763-520400 Postage				package shipped to DEA by stolz					
60222 Total:		12.70							
Allegra Print & Imaging To		4,161.43							
Altorfer Inc 10019									
pc020604261	3/24/2020	287.30	0.00	04/03/2020				No	0
223-023-534000 Automotive Expense				hoses and coupling for sw8					
pc020604261 Total:		287.30							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	Altorfer Inc Total:	287.30							
Amazon 10020									
443579957665	2/14/2020	85.95	0.00	04/03/2020				No	0
100-068-522400 General Supplies				soap					
	443579957665 Total:	85.95							
44545768784	2/14/2020	10.98	0.00	04/03/2020				No	0
699-069-534000 Automotive Expense				glass fuses					
	44545768784 Total:	10.98							
447775937998	2/11/2020	320.78	0.00	04/03/2020				No	0
100-009-599802 Computer Hardware				usb harddrive					
	447775937998 Total:	320.78							
449945756465	2/21/2020	39.95	0.00	04/03/2020				No	0
100-068-522400 General Supplies				hanging hooks for council chambers					
	449945756465 Total:	39.95							
457464595654	3/3/2020	259.50	0.00	04/03/2020				No	0
100-763-529000 Equipment				15 flash drives and 2 external hard drives					
	457464595654 Total:	259.50							
*** 464673764638	2/11/2020	30.50	0.00	04/03/2020				No	0
231-029-520200 Office Supplies				calculator					
*** 464673764638	2/11/2020	30.49	0.00	04/03/2020				No	0
223-023-520200 Office Supplies				calculator					
	464673764638 Total:	60.99							
478935449658	2/27/2020	219.84	0.00	04/03/2020				No	0
699-069-522400 General Supplies				rubber gloves					
	478935449658 Total:	219.84							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
483944963399	2/19/2020	129.42	0.00	04/03/2020				No	0
501-501-522400 General Supplies				employee germ-x for buses					
483944963399 Total:		129.42							
*** 563784749348	2/12/2020	11.99	0.00	04/03/2020				No	0
501-501-520200 Office Supplies				office supplies					
*** 563784749348	2/12/2020	55.98	0.00	04/03/2020				No	0
501-501-522400 General Supplies				tv stand					
563784749348 Total:		67.97							
579578337738	2/11/2020	205.85	0.00	04/03/2020				No	0
100-068-534200 Buildings And Grounds Rep				ring video doorbell					
579578337738 Total:		205.85							
586553684576	2/23/2020	57.98	0.00	04/03/2020				No	0
501-501-522400 General Supplies				batteris and chair mat					
586553684576 Total:		57.98							
639967988344	2/24/2020	194.00	0.00	04/03/2020				No	0
100-009-599802 Computer Hardware				thermal printer for wastewater billing					
639967988344 Total:		194.00							
664748689344	2/10/2020	63.08	0.00	04/03/2020				No	0
100-009-520200 Office Supplies				toner					
664748689344 Total:		63.08							
69699566846	3/3/2020	29.97	0.00	04/03/2020				No	0
100-009-599802 Computer Hardware				usb card for phone evidance processing computer					
69699566846 Total:		29.97							
*** 739379476654	2/11/2020	7.99	0.00	04/03/2020				No	0
231-029-520200 Office Supplies				scissors					
*** 739379476654	2/11/2020	7.99	0.00	04/03/2020				No	0
223-023-520200 Office Supplies				envelope moistener					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
739379476654 Total:		15.98							
855795774469	3/5/2020	154.58	0.00	04/03/2020	hazmat id batteries			No	0
100-034-522400 General Supplies									
855795774469 Total:		154.58							
947836956385	2/27/2020	37.52	0.00	04/03/2020	rubber gloves			No	0
100-068-522400 General Supplies									
947836956385 Total:		37.52							
974463759455	2/12/2020	31.96	0.00	04/03/2020	vacuum sealer bags			No	0
100-034-522400 General Supplies									
974463759455 Total:		31.96							
987959436898	2/17/2020	31.19	0.00	04/03/2020	cisco UCS book			No	0
100-009-520200 Office Supplies									
987959436898 Total:		31.19							
Amazon Total:		2,017.49							
Amerencilco 10021 *** 0780071001	3/9/2020	66.26	0.00	04/03/2020	street lights for petri lane 2/7-3/5/2020			No	0
100-032-550500 Electricity For Street Li									
0780071001 Total:		66.26							
*** 2063131008	3/18/2020	1,318.84	0.00	04/03/2020	traffic lighting 1/21-3/13/20			No	0
100-032-550600 Electricity For Signal Li									
2063131008 Total:		1,318.84							
*** 2349029006	3/19/2020	1,250.03	0.00	04/03/2020	all liftstations 1/27-02/24/2020			No	0
231-030-550100 Utilities									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
2349029006 Total:		1,250.03							
*** 2434114066	3/19/2020	1,790.50	0.00	04/03/2020				No	0
100-032-550500 Electricity For Street Li					street lights customer owned 2/18-3/18/20				
2434114066 Total:		1,790.50							
*** 3139109012	3/9/2020	45.74	0.00	04/03/2020				No	0
100-032-550500 Electricity For Street Li					street lights for hanna dr 2/7-3/5/2020				
3139109012 Total:		45.74							
*** 8695491773	3/19/2020	5,492.73	0.00	04/03/2020				No	0
100-032-550500 Electricity For Street Li					street lights 2/18-3/18/20				
8695491773 Total:		5,492.73							
Amerencilco Total:		9,964.10							
American Water									
12288									
4000188594	3/1/2020	1,029.04	0.00	04/03/2020				No	0
231-000-219900 AMW Shut Off Costs					march 2020 usage				
4000188594 Total:		1,029.04							
American Water Total:		1,029.04							
Arrowsmith, Doug									
11882									
*** expense-032020	3/24/2020	75.00	0.00	04/03/2020				No	0
223-023-550300 Telephone					april 2020 cell phone reimbursement				
expense-032020 Total:		75.00							
Arrowsmith, Doug Total:		75.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Atlas Supply Company									
10038									
16314	2/28/2020	528.49	0.00	04/03/2020				No	0
100-068-522400 General Supplies				cleaning supplies for city hall					
16314 Total:		528.49							
16314-01	2/28/2020	79.99	0.00	04/03/2020				No	0
100-068-522400 General Supplies				stainless steel wipes					
16314-01 Total:		79.99							
16625	3/12/2020	129.94	0.00	04/03/2020				No	0
100-068-522400 General Supplies				toilet tissue and roll towels					
16625 Total:		129.94							
16729	3/16/2020	31.93	0.00	04/03/2020	COVI-D019	expense		No	0
100-068-522400 General Supplies				cleaning supplies					
16729 Total:		31.93							
16731	3/16/2020	3.99	0.00	04/03/2020				No	0
100-068-522400 General Supplies				toilet cleaner					
16731 Total:		3.99							
16755	3/16/2020	644.10	0.00	04/03/2020				No	0
100-034-522400 General Supplies				station supplies					
16755 Total:		644.10							
16864	3/18/2020	132.90	0.00	04/03/2020				No	0
100-032-522400 General Supplies				cleaning supplies for street dept					
16864 Total:		132.90							
1686401	3/25/2020	77.95	0.00	04/03/2020				No	0
100-032-522400 General Supplies				cleaning supplies					
1686401 Total:		77.95							
16905	3/18/2020	287.65	0.00	04/03/2020	COVI-D019	expense		No	0

AP-To Be Paid Proof List (03/31/2020 - 3:03 PM)

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*** means this invoice number is a duplicate.

Attachment: Accounts Payable to be Paid Proof List thru 4-3-20 (2108 : Accounts Payable to be Paid

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
100-068-522400 General Supplies					cleaning supplies				
16905 Total:		287.65							
Atlas Supply Company To		1,916.94							
Automatic Fire Sprinkler, LLC 11130 ia3405540	2/26/2020	572.00	0.00	04/03/2020	sprinkler inspection 2/18/2020			No	0
100-068-557200 License And Inspection Fees									
ia3405540 Total:		572.00							
Automatic Fire Sprinkler, L		572.00							
Avfuel Corporation 10780 013395332	3/20/2020	20.00	0.00	04/03/2020	rental on credit card machine			No	0
525-525-524000 Lease/rental Of Equipment									
013395332 Total:		20.00							
Avfuel Corporation Total:		20.00							
Axon Enterprise, Inc. 10631 si1646436	3/9/2020	3,035.00	0.00	04/03/2020	100 taser cartridges			No	0
100-761-525000 Police Ammunition									
si1646436 Total:		3,035.00							
Axon Enterprise, Inc. Total		3,035.00							
Battles, Brian 13926									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
2	2/12/2020	1,778.09	0.00	04/03/2020				No	0
270-270-583000	Tif Facade Grant/Loan			reimbursement for TIF eligible expenses					
2 Total:		1,778.09							
3	3/11/2020	1,732.66	0.00	04/03/2020				No	0
270-270-583000	Tif Facade Grant/Loan			reimbursement for TIF eligible expenses					
3 Total:		1,732.66							
Battles, Brian Total:		3,510.75							
Bess, David 13941									
expense-032020	3/19/2020	148.34	0.00	04/03/2020	COVI-D019	expense		No	0
100-761-522400	General Supplies			screen wipes					
expense-032020 Total:		148.34							
Bess, David Total:		148.34							
BestDrive LLC 10075									
58018764	3/17/2020	125.00	0.00	04/03/2020				No	0
100-034-534000	Automotive Expense			flat repair					
58018764 Total:		125.00							
BestDrive LLC Total:		125.00							
Britton Electronics 10083									
2208369	3/20/2020	675.79	0.00	04/03/2020				No	0
231-030-529000	Equipment			heater and parts at whitehurst lift station					
2208369 Total:		675.79							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	Britton Electronics Total:	675.79							
Brown, Brett 12339 03202020	3/20/2020	500.00	0.00	04/03/2020				No	0
100-990-590900 Police And Fire Commission				proctor for evaluating promotional testing					
	03202020 Total:	500.00							
	Brown, Brett Total:	500.00							
C & H Repair + Supply Co. Inc. 11203 311396	3/18/2020	802.07	0.00	04/03/2020	COVI-D019	expense		No	0
100-034-529000 Equipment				face shields w/head gear					
	311396 Total:	802.07							
	C & H Repair + Supply Co	802.07							
Casey Transportation Services, Inc 13206 202025463	3/19/2020	762.56	0.00	04/03/2020				No	0
240-240-535000 Material And Hauling				chip and seal rock delivered					
	202025463 Total:	762.56							
	Casey Transportation Serv	762.56							
Centre State International Trucks, Inc. 10109 269631	3/24/2020	56.65	0.00	04/03/2020				No	0
223-023-534000 Automotive Expense				marker light pigtail for sw8					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	269631 Total:	56.65							
	Centre State International T	56.65							
CenturyLink 10111									
*** 304021116	3/10/2020	38.82	0.00	04/03/2020				No	0
501-501-550300 Telephone				phone service at street dept 03/10-04/09/2020					
	304021116 Total:	38.82							
*** 304022613	3/10/2020	222.21	0.00	04/03/2020				No	0
231-031-550300 Telephone				march phone service 03/10-04/09/2020					
	304022613 Total:	222.21							
*** 304025584	3/10/2020	48.69	0.00	04/03/2020				No	0
100-009-550300 Telephone				fire pager line 03/10-04/09/20					
	304025584 Total:	48.69							
*** 304027612	3/13/2020	72.10	0.00	04/03/2020				No	0
100-009-550300 Telephone				ESDA copper phone line 02/13-03/12/20					
	304027612 Total:	72.10							
	CenturyLink Total:	381.82							
Choice1 Health Care Services, LLC 12200									
10030	3/19/2020	356.00	0.00	04/03/2020	COVI-D019	expense		No	0
100-034-522500 Emergency Medical Supplie				emergency medical supplies					
	10030 Total:	356.00							
	Choice1 Health Care Servic	356.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
CINTAS Corporation 10115									
4043871428	2/27/2020	175.71	0.00	04/03/2020				No	0
699-069-569000 Other Contractual Service				clean uniforms					
4043871428 Total:		175.71							
4044555483	3/5/2020	175.71	0.00	04/03/2020				No	0
699-069-569000 Other Contractual Service				clean uniforms					
4044555483 Total:		175.71							
4045167500	3/12/2020	356.64	0.00	04/03/2020				No	0
699-069-569000 Other Contractual Service				clean uniforms					
4045167500 Total:		356.64							
4045747591	3/19/2020	175.71	0.00	04/03/2020				No	0
699-069-569000 Other Contractual Service				clean uniforms					
4045747591 Total:		175.71							
4046397957	3/26/2020	89.81	0.00	04/03/2020				No	0
231-031-569000 Other Contractual Service				clean uniforms					
4046397957 Total:		89.81							
CINTAS Corporation Tota		973.58							
CMW Equipment 13981									
d10749	3/20/2020	168.99	0.00	04/03/2020				No	0
100-032-534400 Equipment Repairs				CAD cell parts for dura patcher					
d10749 Total:		168.99							
CMW Equipment Total:		168.99							
Comcast Cable									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
11073									
*** 203130447667	3/4/2020	168.40	0.00	04/03/2020				No	0
100-032-569000 Other Contractual Service					unit camera @ 2820 Court St. 03/11-04/10/2020				
203130447667 Total:		168.40							
Comcast Cable Total:		168.40							
Constellation Newenergy/Gas Division									
13810									
*** 2848487	3/17/2020	107.16	0.00	04/03/2020				No	0
100-068-550100 Utilities					various public properties 2/2020				
*** 2848487	3/17/2020	14.94	0.00	04/03/2020				No	0
100-068-550100 Utilities					1130 koch st unit a 2/2020				
*** 2848487	3/17/2020	35.78	0.00	04/03/2020				No	0
501-501-550100 Utilities					1130 koch st unit b 2/2020				
*** 2848487	3/17/2020	35.79	0.00	04/03/2020				No	0
699-069-550100 Utilities					1130 koch st 2/2020				
*** 2848487	3/17/2020	940.05	0.00	04/03/2020				No	0
100-034-550100 Utilities					various fire department locations 2/2020				
*** 2848487	3/17/2020	1,016.81	0.00	04/03/2020				No	0
100-032-550100 Utilities					1208 koch st 2/2020				
*** 2848487	3/17/2020	575.19	0.00	04/03/2020				No	0
525-525-550100 Utilities					varioius airport locations 2/2020				
*** 2848487	3/17/2020	5,666.49	0.00	04/03/2020				No	0
231-031-550100 Utilities					varioius wwtp locations 2/2020				
2848487 Total:		8,392.21							
Constellation Newenergy/G		8,392.21							
Core & Main									
10255									
M042270	3/12/2020	1,768.78	0.00	04/03/2020				No	0
231-033-564100 Drainage Improvements					storm pioe repair @ Hemlock				
M042270 Total:		1,768.78							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
Core & Main Total:		1,768.78							
Costco Membership 13419									
*** 111868359249	3/23/2020	60.00	0.00	04/03/2020				No	0
100-761-551600 Dues And Subscriptions				PD Costco membership					
*** 111868359249	3/23/2020	120.00	0.00	04/03/2020				No	0
100-068-551600 Dues And Subscriptions				Citywide Costco membership					
111868359249 Total:		180.00							
Costco Membership Total:		180.00							
CovertTrack Group, Inc. 12203									
17883	3/18/2020	600.00	0.00	04/03/2020				No	0
100-761-538000 Maintenance Agreements				GPS maintenance and tracking equipment 5/30/20-5/29/21					
17883 Total:		600.00							
CovertTrack Group, Inc. T		600.00							
Curtis 1000 Inc - Midwest 10143									
5916115	3/13/2020	320.36	0.00	04/03/2020				No	0
100-005-551000 Printing And Publications				printing of envelopes					
5916115 Total:		320.36							
5916197	3/13/2020	412.29	0.00	04/03/2020				No	0
100-761-551000 Printing And Publications				2500 printed envelopes/police dept					
5916197 Total:		412.29							
Curtis 1000 Inc - Midwest		732.65							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
David Burling Excavating Inc 10091									
40413	2/26/2020	250.00	0.00	04/03/2020				No	0
100-068-536300 Snow Removal - Salt				snow removal @ Police station 2/26/20					
40413 Total:		250.00							
David Burling Excavating In		250.00							
Decker Supply Co. Inc. 11574									
909440	3/13/2020	2,543.57	0.00	04/03/2020				No	0
100-032-523000 Traffic/Street Signs & Marking				sign post					
909440 Total:		2,543.57							
Decker Supply Co. Inc. To		2,543.57							
Dinges Fire Company 12462									
00168	5/14/2019	277.67	0.00	04/03/2020				No	0
100-034-529000 Equipment				amkus hose					
00168 Total:		277.67							
05422	11/30/2019	192.42	0.00	04/03/2020				No	0
100-034-522400 General Supplies				thermal imager battery					
05422 Total:		192.42							
05507	12/3/2019	674.48	0.00	04/03/2020				No	0
100-034-529000 Equipment				helmet for reeise					
05507 Total:		674.48							
05647	12/11/2019	660.40	0.00	04/03/2020				No	0
100-034-529000 Equipment				helmet for tatum					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description		Reference						
	05647 Total:	660.40							
08191	3/24/2020	230.51	0.00	04/03/2020				No	0
100-034-529000 Equipment				amkus hose					
	08191 Total:	230.51							
	Dinges Fire Company Tota	2,035.48							
EJ Equipment 11489									
p22478	3/27/2020	340.88	0.00	04/03/2020				No	0
231-033-534000 Automotive Expense				seal kit motor and motor mb for sweeper					
	p22478 Total:	340.88							
	EJ Equipment Total:	340.88							
Esker, Josie 13323									
expense-032020	3/24/2020	75.00	0.00	04/03/2020				No	0
100-007-550300 Telephone				april 2020 cell phone reimbursement					
	expense-032020 Total:	75.00							
	Esker, Josie Total:	75.00							
Everbridge, Inc 13787									
m47787	3/18/2020	5,000.00	0.00	04/03/2020	COVI-D019	expense		No	0
100-009-599801 Computer Software				nixle notifications					
	m47787 Total:	5,000.00							
	Everbridge, Inc Total:	5,000.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
Fastenal Company 10181									
ilpek153923	2/26/2020	35.81	0.00	04/03/2020				No	0
699-069-522400 General Supplies				electrical component					
ilpek153923 Total:		35.81							
ilpek153959	2/27/2020	4.86	0.00	04/03/2020				No	0
699-069-522400 General Supplies				plastic anchor					
ilpek153959 Total:		4.86							
ilpek154092	3/4/2020	148.43	0.00	04/03/2020	COVI-D019	expense		No	0
501-501-522400 General Supplies				facial tissue					
ilpek154092 Total:		148.43							
ilpek154460	3/18/2020	140.24	0.00	04/03/2020	COVI-D019	expense		No	0
100-034-529000 Equipment				face shields					
ilpek154460 Total:		140.24							
ilpek154466	3/19/2020	74.67	0.00	04/03/2020				No	0
100-032-522400 General Supplies				screws and drill bits					
ilpek154466 Total:		74.67							
ilpek154519	3/20/2020	88.98	0.00	04/03/2020				No	0
100-032-522400 General Supplies				screws and drill bits					
ilpek154519 Total:		88.98							
Fastenal Company Total:		492.99							
Fisher Scientific Company, LLC 13979									
0084505490	3/26/2020	24,901.72	0.00	04/03/2020	COVI-D019	expense		No	0
100-001-559000 Medical Expense/supplies				medical expense/supplies/COVID test kits					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
0084505490 Total:		24,901.72							
Fisher Scientific Company,		24,901.72							
Five Star Water 12219 *** 106351	3/12/2020	22.40	0.00	04/03/2020				No	0
231-031-569000 Other Contractual Service				water delivery 2/27/2020					
106351 Total:		22.40							
Five Star Water Total:		22.40							
Franciscovich, Brian 10207 expense-032020	3/24/2020	75.00	0.00	04/03/2020				No	0
699-069-550300 Telephone				april 2020 cell phone reimbursement					
expense-032020 Total:		75.00							
Franciscovich, Brian Total:		75.00							
Gem City Tire 12935 24174	3/9/2020	310.00	0.00	04/03/2020	yard-crew	expense		No	0
100-068-534000 Automotive Expense				4 tires					
24174 Total:		310.00							
24231	3/12/2020	64.00	0.00	04/03/2020				No	0
223-023-534000 Automotive Expense				tire scrap pickup					
24231 Total:		64.00							
24239	3/13/2020	405.14	0.00	04/03/2020				No	0
223-023-534000 Automotive Expense				tire repair and retreads for sw					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
24239 Total:		405.14							
24315	3/19/2020	145.86	0.00	04/03/2020				No	0
501-501-534000 Automotive Expense				2 tires					
24315 Total:		145.86							
24326	3/20/2020	161.44	0.00	04/03/2020				No	0
501-501-534000 Automotive Expense				2 tires					
24326 Total:		161.44							
24347	3/24/2020	1,398.25	0.00	04/03/2020				No	0
223-023-534000 Automotive Expense				recap tires, hole repair and rim refinish for sw					
24347 Total:		1,398.25							
Gem City Tire Total:		2,484.69							
GFI Digital 13867									
*** 1624057	3/12/2020	205.11	0.00	04/03/2020				No	0
100-001-538000 Maintenance Agreements				copier usage 3/30/2020					
*** 1624057	3/12/2020	358.63	0.00	04/03/2020				No	0
100-990-538000 Maintenance Agreements				copier usage 3/30/2020					
*** 1624057	3/12/2020	61.27	0.00	04/03/2020				No	0
100-006-538000 Maintenance Agreements				copier usage 3/30/2020					
*** 1624057	3/12/2020	64.25	0.00	04/03/2020				No	0
100-763-538000 Maintenance Agreements				copier usage 3/30/2020					
*** 1624057	3/12/2020	128.33	0.00	04/03/2020				No	0
100-763-538000 Maintenance Agreements				copier usage 3/30/2020					
*** 1624057	3/12/2020	75.37	0.00	04/03/2020				No	0
100-761-538000 Maintenance Agreements				copier usage 3/30/2020					
*** 1624057	3/12/2020	208.10	0.00	04/03/2020				No	0
100-764-538000 Maintenance Agreements				copier usage 3/30/2020					
*** 1624057	3/12/2020	11.18	0.00	04/03/2020				No	0
100-032-538000 Maintenance Agreements				copier usage 3/30/2020					
*** 1624057	3/12/2020	30.51	0.00	04/03/2020				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
100-034-538000 Maintenance Agreements					copier usage 3/30/2020				
*** 1624057	3/12/2020	33.73	0.00	04/03/2020				No	0
501-501-538000 Maintenance Agreements					copier usage 3/30/2020				
*** 1624057	3/12/2020	13.52	0.00	04/03/2020				No	0
501-501-538000 Maintenance Agreements					copier usage 3/30/2020				
*** 1624057	3/12/2020	7.98	0.00	04/03/2020				No	0
501-501-538000 Maintenance Agreements					copier usage 3/30/2020				
*** 1624057	3/12/2020	114.71	0.00	04/03/2020				No	0
501-501-538000 Maintenance Agreements					copier usage 3/30/2020				
*** 1624057	3/12/2020	46.45	0.00	04/03/2020				No	0
501-501-538000 Maintenance Agreements					copier usage 3/30/2020				
*** 1624057	3/12/2020	46.44	0.00	04/03/2020				No	0
699-069-538000 Maintenance Agreements					copier usage 3/30/2020				
1624057 Total:		1,405.58							
GFI Digital Total:		1,405.58							
Grainger									
10235									
9479232077	3/18/2020	126.56	0.00	04/03/2020				No	0
231-031-534400 Equipment Repairs					rubber to repair skimmers				
9479232077 Total:		126.56							
Grainger Total:		126.56							
Group Plan Solutions									
12142									
2109	3/11/2020	200.00	0.00	04/03/2020				No	0
695-092-517505 Flex Administration Fee					03/20 GPS flex runout				
2109 Total:		200.00							
Group Plan Solutions Tota		200.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Hampton Equipment Inc. 11580									
031220-1	3/12/2020	114.16	0.00	04/03/2020				No	0
100-032-534400 Equipment Repairs				electric temperature switchgauge					
031220-1 Total:		114.16							
Hampton Equipment Inc. T		114.16							
Hawkins Inc. 12742									
4676980	3/10/2020	7,144.82	0.00	04/03/2020				No	0
231-031-522200 Chemical Supplies				polymer for wastewater treatment					
4676980 Total:		7,144.82							
Hawkins Inc. Total:		7,144.82							
Henderson, Robert 12126									
expense-032020	3/24/2020	75.00	0.00	04/03/2020				No	0
501-501-550300 Telephone				april 2020 cell phone reimbursement					
expense-032020 Total:		75.00							
Henderson, Robert Total:		75.00							
Herr Petroleum Corporation 12712									
d36082	3/16/2020	11,601.86	0.00	04/03/2020				No	0
699-000-160100 Fuel Inventory				6496 gallons of diesel delivered 3/16/20					
d36082 Total:		11,601.86							
d36083	3/17/2020	5,632.22	0.00	04/03/2020				No	0
699-000-160100 Fuel Inventory				4003 gallons unleaded fuel delivered 3/17/20					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	d36083 Total:	5,632.22							
	Herr Petroleum Corporatio	17,234.08							
Higgins, Thomas P. 10851 1224	3/14/2020	300.00	0.00	04/03/2020				No	0
100-003-599000 Miscellaneous				adjudication hearing officer 3/11/20					
	1224 Total:	300.00							
	Higgins, Thomas P. Total:	300.00							
IAFC Membership 10908 60262	3/27/2020	265.00	0.00	04/03/2020				No	0
100-034-551600 Dues And Subscriptions				IAFC membership dues 5/1/20-4/30/21					
	60262 Total:	265.00							
	IAFC Membership Total:	265.00							
IL American Water 10291 *** 210000995141	3/16/2020	77.85	0.00	04/03/2020				No	0
100-034-550100 Utilities				3232 court st 2/15-3/13/20					
	210000995141 Total:	77.85							
*** 210001081786	3/6/2020	20.35	0.00	04/03/2020				No	0
100-068-550100 Utilities				400 s 7th st yd hy 2/6-3/4/20					
	210001081786 Total:	20.35							
*** 210001081816	3/17/2020	30.32	0.00	04/03/2020				No	0
100-068-550100 Utilities				633 margaret st yd hy 02/15-03/13/20					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	210001081816 Total:	30.32							
*** 210001171146	3/9/2020	113.63	0.00	04/03/2020				No	0
501-501-550100 Utilities				1130 koch st 2/8-3/6/20					
*** 210001171146	3/9/2020	113.62	0.00	04/03/2020				No	0
699-069-550100 Utilities				1130 koch st 2/8-3/6/20					
	210001171146 Total:	227.25							
*** 210001172927	3/3/2020	87.44	0.00	04/03/2020				No	0
100-068-550100 Utilities				111 s capitol st fire protection 3/3-4/1/20					
	210001172927 Total:	87.44							
*** 210001269890	3/17/2020	20.35	0.00	04/03/2020				No	0
100-068-550100 Utilities				502 s 2nd st yd hy 02/15-03/13/20					
	210001269890 Total:	20.35							
*** 210001359625	3/6/2020	20.35	0.00	04/03/2020				No	0
100-068-550100 Utilities				925 court st yd hy 2/6-3/4/20					
	210001359625 Total:	20.35							
*** 210001655200	3/17/2020	116.08	0.00	04/03/2020				No	0
231-031-550100 Utilities				water service at 608 s front st 02/15-03/13/20					
	210001655200 Total:	116.08							
*** 210002094969	3/17/2020	24.94	0.00	04/03/2020				No	0
100-068-550100 Utilities				100 state st 02/15-03/13/20					
	210002094969 Total:	24.94							
*** 210002365869	3/17/2020	20.35	0.00	04/03/2020				No	0
100-068-550100 Utilities				400 n 7th st yd hy 02/15-03/13/20					
	210002365869 Total:	20.35							
*** 210002547388	3/9/2020	93.84	0.00	04/03/2020				No	0
100-034-550100 Utilities				272 derby st 2/7-3/5/20					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
	210002547388 Total:	93.84							
*** 210003041258	3/10/2020	20.35	0.00	04/03/2020				No	0
100-068-550100 Utilities				1118 derby st yd hy 2/8-3/6/20					
	210003041258 Total:	20.35							
*** 210003090717	3/9/2020	71.18	0.00	04/03/2020				No	0
100-032-550100 Utilities				water service at 1208 koch 02/08-03/06/2020					
	210003090717 Total:	71.18							
*** 210003283755	3/17/2020	24.94	0.00	04/03/2020				No	0
100-068-550100 Utilities				1842 court st yd hy 02/13-03/11/20					
	210003283755 Total:	24.94							
*** 210003326348	3/3/2020	20.35	0.00	04/03/2020				No	0
100-068-550100 Utilities				800 mary st yd hy 2/04-03/02/20					
	210003326348 Total:	20.35							
*** 210003750453	3/11/2020	24.94	0.00	04/03/2020				No	0
100-068-550100 Utilities				1613 valle vista blvd yd hy 2/12-03/10/20					
	210003750453 Total:	24.94							
*** 210004789874	3/17/2020	509.77	0.00	04/03/2020				No	0
231-031-550100 Utilities				water service at 606 s front st 02/15-03/13/20					
	210004789874 Total:	509.77							
*** 220000296568	3/17/2020	44.13	0.00	04/03/2020				No	0
100-068-550100 Utilities				107 front st restrooms 02/15-03/13/20					
	220000296568 Total:	44.13							
*** 220001944051	3/9/2020	211.67	0.00	04/03/2020				No	0
100-032-550100 Utilities				water service at 1200 koch 02/08-03/06/2020					
	220001944051 Total:	211.67							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
IL American Water Total:		1,666.45							
IL Dept of Revenue 10298									
0255508704	3/20/2020	130.00	0.00	04/03/2020				No	0
525-000-218800 Sales Tax-Purchase of Gas				february 2020 airport fuel sales tax					
0255508704 Total:		130.00							
IL Dept of Revenue Total:		130.00							
IL Environmental Protection Agency 11923									
*** 13/L173081	2/18/2020	435,389.10	0.00	04/03/2020				No	0
231-000-218500 IEPA Loan L17-3081				principle payment on L173081					
*** 13/L173081	2/18/2020	79,764.42	0.00	04/03/2020				No	0
231-029-590400 Interest Paid				interest payment on L173081					
13/L173081 Total:		515,153.52							
IL Environmental Protectio		515,153.52							
Jacob & Klein, Ltd 13448									
02/21/2020	2/21/2020	5,625.00	0.00	04/03/2020				No	0
270-270-560500 Consulting Services				BDD establishment 1st installment					
02/21/2020 Total:		5,625.00							
02/21/2020-1	2/21/2020	9,600.00	0.00	04/03/2020				No	0
270-270-560500 Consulting Services				court st TIF district establishment 1st installment					
02/21/2020-1 Total:		9,600.00							
Jacob & Klein, Ltd Total:		15,225.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Jost, Dan 13257									
expense-032020	3/24/2020	75.00	0.00	04/03/2020				No	0
699-069-550300 Telephone				april 2020 cell phone reimbursement					
expense-032020 Total:		75.00							
Jost, Dan Total:		75.00							
Journal Star 10343									
in1350111	3/5/2020	39.00	0.00	04/03/2020				No	0
100-004-551000 Printing And Publications				replacement bus lease agreement RFP					
in1350111 Total:		39.00							
in1350511	3/12/2020	18.75	0.00	04/03/2020				No	0
100-004-551000 Printing And Publications				annual publication notice/zoning map available					
in1350511 Total:		18.75							
Journal Star Total:		57.75							
Kaeser & Blair Incorporated 10843									
00219196	3/4/2020	173.11	0.00	04/03/2020				No	0
100-761-592500 Crime Prevention Expense				150 hand sanitizer spray/public relations					
00219196 Total:		173.11							
00219198	3/3/2020	196.13	0.00	04/03/2020				No	0
100-761-592500 Crime Prevention Expense				200 compact mirrors/public relations					
00219198 Total:		196.13							
Kaeser & Blair Incorporate		369.24							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Kimball Midwest 11679									
7808851	3/13/2020	249.50	0.00	04/03/2020				No	0
231-030-522400 General Supplies				gloves for vactor use					
7808851 Total:		249.50							
7809487	3/16/2020	104.69	0.00	04/03/2020				No	0
100-034-522400 General Supplies				shop supplies					
7809487 Total:		104.69							
7830953	3/25/2020	41.48	0.00	04/03/2020				No	0
100-034-522400 General Supplies				drill bits					
7830953 Total:		41.48							
*** 7831778	3/25/2020	75.48	0.00	04/03/2020				No	0
100-032-522400 General Supplies				lube grease					
*** 7831778	3/25/2020	109.56	0.00	04/03/2020				No	0
231-030-522400 General Supplies				julie markings					
7831778 Total:		185.04							
Kimball Midwest Total:		580.71							
Koenig Body & Equipment 10359									
jr44603	3/16/2020	953.30	0.00	04/03/2020				No	0
223-023-534000 Automotive Expense				2 rebuilt hydraulic cylinders for sw8					
jr44603 Total:		953.30							
Koenig Body & Equipment		953.30							
Laser Electric Inc 10367									
sc20578	3/21/2020	132.00	0.00	04/03/2020				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
100-032-532000 Electronic Equipment Main				signal maintenance at parkway and uaw					
sc20578 Total:		132.00							
sm6220	2/17/2020	1,452.63	0.00	04/03/2020				No	0
100-032-532000 Electronic Equipment Main				signal maintenance at veterans and mall rd					
sm6220 Total:		1,452.63							
Laser Electric Inc Total:		1,584.63							
LeadsOnline 12476									
254954	3/15/2020	3,688.00	0.00	04/03/2020				No	0
100-009-538000 Maintenance Agreements				LEADS investigation tracking software maint. 5/15/20-5/14					
254954 Total:		3,688.00							
LeadsOnline Total:		3,688.00							
Lexipol LLC 11670									
32923	3/1/2020	9,285.00	0.00	04/03/2020				No	0
100-009-538000 Maintenance Agreements				fire manual software mainenance 4/1/20-3/31/21					
32923 Total:		9,285.00							
Lexipol LLC Total:		9,285.00							
Lynn Moses Plumbing 12500									
39763	3/14/2020	275.00	0.00	04/03/2020				No	0
231-033-569000 Other Contractual Service				Hemlock storm sewer					
39763 Total:		275.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
Lynn Moses Plumbing Tot		275.00							
McCabe, Tara 11649 expense-0320	3/26/2020	50.00	0.00	04/03/2020	cdl reimbursement			No	0
501-501-557200 License And Inspection Fees									
expense-0320 Total:		50.00							
McCabe, Tara Total:		50.00							
McKesson Medical-Surgical Inc. MMSGGS 10431 81734062	3/9/2020	558.36	0.00	04/03/2020	COVI-D019 gloves & masks	expense		No	0
100-034-522500 Emergency Medical Supplie									
81734062 Total:		558.36							
86672617	3/13/2020	502.87	0.00	04/03/2020	emergency medical supplies			No	0
100-034-522500 Emergency Medical Supplie									
86672617 Total:		502.87							
90333642	3/18/2020	105.85	0.00	04/03/2020	COVI-D019 gloves and hand sanitizer	expense		No	0
100-034-522500 Emergency Medical Supplie									
90333642 Total:		105.85							
90401451	3/18/2020	139.25	0.00	04/03/2020	COVI-D019 2 cases xlg gloves	expense		No	0
100-761-522400 General Supplies									
90401451 Total:		139.25							
90998672	3/18/2020	130.72	0.00	04/03/2020	COVI-D019 gloves	expense		No	0
100-034-522500 Emergency Medical Supplie									
90998672 Total:		130.72							
93087072	3/20/2020	157.67	0.00	04/03/2020	COVI-D019	expense		No	0

AP-To Be Paid Proof List (03/31/2020 - 3:03 PM)

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*** means this invoice number is a duplicate.

Attachment: Accounts Payable to be Paid Proof List thru 4-3-20 (2108 : Accounts Payable to be Paid

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
100-034-522500 Emergency Medical Supplie				emergency medical supplies					
93087072 Total:		157.67							
93180066	3/20/2020	61.99	0.00	04/03/2020	COVI-D019	expense		No	0
100-034-522500 Emergency Medical Supplie				bio hazard bags					
93180066 Total:		61.99							
93281624	3/20/2020	362.73	0.00	04/03/2020				No	0
100-034-522500 Emergency Medical Supplie				emergency medical supplies					
93281624 Total:		362.73							
93283341	3/20/2020	4.82	0.00	04/03/2020	COVI-D019	expense		No	0
100-034-522500 Emergency Medical Supplie				emergency medical supplies					
93283341 Total:		4.82							
95165786	3/24/2020	69.19	0.00	04/03/2020	COVI-D019	expense		No	0
100-761-522400 General Supplies				1 case of large gloves					
95165786 Total:		69.19							
McKesson Medical-Surgica		2,093.45							
Menards									
10414									
73690	3/6/2020	60.55	0.00	04/03/2020				No	0
699-069-529000 Equipment				hose and fittings					
73690 Total:		60.55							
73942	3/10/2020	219.00	0.00	04/03/2020				No	0
525-525-529000 Equipment				air conditioner unit					
73942 Total:		219.00							
74006	3/11/2020	173.36	0.00	04/03/2020				No	0
525-525-522400 General Supplies				window blinds					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
74006 Total:		173.36							
74007	3/11/2020	-219.00	0.00	04/03/2020				No	0
525-525-529000 Equipment				returned air conditioner unit					
74007 Total:		-219.00							
74320	3/15/2020	99.32	0.00	04/03/2020				No	0
100-034-522400 General Supplies				station supplies					
74320 Total:		99.32							
74423	3/16/2020	20.98	0.00	04/03/2020				No	0
223-023-522400 General Supplies				bleach and spray bottles for sw					
74423 Total:		20.98							
74505	3/17/2020	27.86	0.00	04/03/2020	COVI-D019	expense		No	0
100-761-522400 General Supplies				14 pairs of safety glasses					
74505 Total:		27.86							
74543	3/17/2020	97.35	0.00	04/03/2020	COVI-D019	expense		No	0
100-761-522400 General Supplies				disinfecting wipes					
74543 Total:		97.35							
74594	3/18/2020	256.86	0.00	04/03/2020	COVI-D019	expense		No	0
100-761-522400 General Supplies				disinfecting wipes and N95 masks					
74594 Total:		256.86							
74702	3/19/2020	39.98	0.00	04/03/2020				No	0
100-068-522400 General Supplies				2 carbon block filters					
74702 Total:		39.98							
74703	3/19/2020	251.62	0.00	04/03/2020	COVI-D019	expense		No	0
100-034-529000 Equipment				respirator masks					
74703 Total:		251.62							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
74740	3/20/2020	11.40	0.00	04/03/2020				No	0
100-032-522400 General Supplies				mortar mix					
74740 Total:		11.40							
74753	3/20/2020	159.80	0.00	04/03/2020	COVI-D019	expense		No	0
100-034-529000 Equipment				dust masks					
74753 Total:		159.80							
74765	3/20/2020	39.94	0.00	04/03/2020	COVI-D019	expense		No	0
100-761-522400 General Supplies				2-10 packs of N95 masks					
74765 Total:		39.94							
74785	3/20/2020	24.99	0.00	04/03/2020				No	0
525-525-522400 General Supplies				garbage bags					
74785 Total:		24.99							
74835	3/21/2020	136.11	0.00	04/03/2020	COVI-D019	expense		No	0
100-761-522400 General Supplies				12 pks lysol wipes, 27 cans lysol spray					
74835 Total:		136.11							
74960	3/23/2020	79.98	0.00	04/03/2020				No	0
231-033-564100 Drainage Improvements				culvert for storm sewer repair					
74960 Total:		79.98							
75017	3/24/2020	19.68	0.00	04/03/2020				No	0
100-032-522400 General Supplies				mortar mix and gap filler					
75017 Total:		19.68							
75108	3/25/2020	38.39	0.00	04/03/2020	COVI-D019	expense		No	0
100-761-522400 General Supplies				11 containers of lysol wipes					
75108 Total:		38.39							
75132	3/25/2020	13.94	0.00	04/03/2020				No	0
100-032-522400 General Supplies				batteries for gargage openers					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
75132 Total:		13.94							
*** 75180	3/26/2020	41.43	0.00	04/03/2020	COVI-D019	expense		No	0
100-034-522400 General Supplies				hand lotions and vaseline repair					
75180 Total:		41.43							
75194	3/26/2020	81.70	0.00	04/03/2020				No	0
100-032-522400 General Supplies				boards for framing sidewalks					
75194 Total:		81.70							
75238	3/27/2020	3.97	0.00	04/03/2020				No	0
100-032-522400 General Supplies				glue					
75238 Total:		3.97							
75277	3/27/2020	17.01	0.00	04/03/2020				No	0
100-032-522400 General Supplies				bungee cords for trucks					
75277 Total:		17.01							
Menards Total:		1,696.22							
Midwest Engineering Associates, Inc 11961 inv6116	3/6/2020	3,850.44	0.00	04/03/2020				No	0
445-041-561200 Engineering Fees				PESA report for safe route to school project					
inv6116 Total:		3,850.44							
Midwest Engineering Asso		3,850.44							
Midwest Transit Equipment 10421 x10105293201	3/5/2020	346.30	0.00	04/03/2020				No	0
501-501-534000 Automotive Expense				2 windshields					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
x10105293201 Total:		346.30							
Midwest Transit Equipmen		346.30							
Miller Hall & Triggs 10423									
*** 23	3/11/2020	11,166.25	0.00	04/03/2020				No	0
100-003-560600 Corporate Counsel Fees				02/2020 general legal matters					
*** 23	3/11/2020	1,903.28	0.00	04/03/2020				No	0
100-003-560600 Corporate Counsel Fees				02/2020 traffic & enforcement					
*** 23	3/11/2020	720.00	0.00	04/03/2020				No	0
100-003-561001 Legal Services - Police Labor				02/2020 police labor matters					
*** 23	3/11/2020	40.00	0.00	04/03/2020				No	0
100-003-560600 Corporate Counsel Fees				02/2020 fire insurance payments					
*** 23	3/11/2020	2,803.50	0.00	04/03/2020				No	0
100-003-560600 Corporate Counsel Fees				02/2020 ordinance violations					
*** 23	3/11/2020	40.00	0.00	04/03/2020				No	0
100-003-560600 Corporate Counsel Fees				02/2020 demolitions					
*** 23	3/11/2020	700.00	0.00	04/03/2020				No	0
100-003-560600 Corporate Counsel Fees				02/2020 zba/planning commission					
*** 23	3/11/2020	1,575.00	0.00	04/03/2020				No	0
501-501-560600 Corporate Counsel Fees				02/2020 school bus transportation contracts					
*** 23	3/11/2020	250.00	0.00	04/03/2020				No	0
100-003-561001 Legal Services - Police Labor				02/2020 brooks and simmons cases					
*** 23	3/11/2020	80.00	0.00	04/03/2020				No	0
100-003-560600 Corporate Counsel Fees				02/2020 liquor commission					
*** 23	3/11/2020	3,012.65	0.00	04/03/2020				No	0
100-003-561003 Legal Services - Teamsters				02/2020 teamsters and police contract negotiations					
*** 23	3/11/2020	610.30	0.00	04/03/2020				No	0
100-003-560600 Corporate Counsel Fees				02/2020 riley case					
*** 23	3/11/2020	520.00	0.00	04/03/2020				No	0
208-208-560600 Corporate Counsel Fees				02/2020 review and revise tourism committee					
*** 23	3/11/2020	360.00	0.00	04/03/2020				No	0
231-030-560600 Corporate Counsel Fees				02/2020 vactor truck purchase					
*** 23	3/11/2020	120.00	0.00	04/03/2020				No	0
100-003-560600 Corporate Counsel Fees				02/2020 board of review-KROGER					
*** 23	3/11/2020	550.00	0.00	04/03/2020				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
273-273-560600 Corporate Counsel Fees *** 23	3/11/2020	270.00	0.00	02/2020 southside TIF land 04/03/2020				No	0
261-261-560600 Corporate Counsel Fees *** 23	3/11/2020	100.00	0.00	02/06/2020 CDBG review rehab program agreement 04/03/2020				No	0
261-261-560600 Corporate Counsel Fees *** 23	3/11/2020	200.00	0.00	02/14/2020 review CDBG home reno agreements 04/03/2020				No	0
261-261-560600 Corporate Counsel Fees *** 23	3/11/2020	112.00	0.00	02/20/2020 review grant agreement with HUD 04/03/2020				No	0
231-033-560600 Corporate Counsel Fees				02/20/2020 storm water matters					
23 Total:		25,132.98							
Miller Hall & Triggs Total:		25,132.98							
Monroe Truck Equipment 10430 5422256	3/12/2020	359.65	0.00	04/03/2020				No	0
223-023-534000 Automotive Expense				accelerator for solid waste 8					
5422256 Total:		359.65							
Monroe Truck Equipment		359.65							
Mucciante Heating and Cooling 13682 550	3/26/2020	24,717.70	0.00	04/03/2020				No	0
501-000-150600 Building Improvements				2nd installment of hvac at bus department					
550 Total:		24,717.70							
Mucciante Heating and Co		24,717.70							
MyFleetCenter.Com 13381 30529	3/18/2020	62.98	0.00	04/03/2020				No	0
100-761-534000 Automotive Expense				oil change squad 5146					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
30529 Total:		62.98							
MyFleetCenter.Com Total		62.98							
NAPA Auto Parts of Pekin 10441									
417528	3/4/2020	9.57	0.00	04/03/2020				No	0
223-023-534000 Automotive Expense				hydraulic adapters for sw7					
417528 Total:		9.57							
418193	3/11/2020	4.07	0.00	04/03/2020	yard-crew	expense		No	0
100-068-534000 Automotive Expense				brake line flare nut					
418193 Total:		4.07							
418372	3/12/2020	32.70	0.00	04/03/2020				No	0
100-032-534000 Automotive Expense				air filters					
418372 Total:		32.70							
418380	3/12/2020	32.70	0.00	04/03/2020				No	0
100-032-534000 Automotive Expense				air filters					
418380 Total:		32.70							
418629	3/16/2020	19.36	0.00	04/03/2020				No	0
100-034-529000 Equipment				gloves					
418629 Total:		19.36							
418637	3/16/2020	41.06	0.00	04/03/2020				No	0
100-032-534400 Equipment Repairs				seal and spring for trailer					
418637 Total:		41.06							
418865	3/18/2020	23.04	0.00	04/03/2020				No	0
100-032-522400 General Supplies				lock tight spray					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
418865 Total:		23.04							
419550	3/25/2020	44.28	0.00	04/03/2020				No	0
100-034-534000 Automotive Expense				helicoil					
419550 Total:		44.28							
419750	3/27/2020	20.13	0.00	04/03/2020				No	0
100-034-534000 Automotive Expense				fuse holder					
419750 Total:		20.13							
NAPA Auto Parts of Pekin		226.91							
Newcomb, Sarah 11045									
*** expenes-0320	3/26/2020	35.38	0.00	04/03/2020	COVI-D019	expense		No	0
100-005-597900 Employee Recognition				mileage to sutherlands for COVID19 supplies					
*** expenes-0320	3/26/2020	31.56	0.00	04/03/2020				No	0
100-005-597900 Employee Recognition				costco for guerra going away party					
*** expenes-0320	3/26/2020	7.99	0.00	04/03/2020	COVI-D019	expense		No	0
231-029-520200 Office Supplies				nitrile gloves					
expenes-0320 Total:		74.93							
Newcomb, Sarah Total:		74.93							
Olson, Brett 12928									
expense-032020	3/24/2020	75.00	0.00	04/03/2020				No	0
100-032-550300 Telephone				april 2020 cell phone reimbursement					
expense-032020 Total:		75.00							
Olson, Brett Total:		75.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
O'Reilly Automotive Stores, Inc. 10456									
378675	3/4/2020	49.99	0.00	04/03/2020				No	0
100-032-522400 General Supplies				hydraulic oil for dura patcher					
378675 Total:		49.99							
O'Reilly Automotive Stores		49.99							
Otis Elevator 10461									
cp05295w420	3/20/2020	3,363.84	0.00	04/03/2020				No	0
100-068-569000 Other Contractual Service				elevator service at city hall 4/1/20-3/31/21					
cp05295w420 Total:		3,363.84							
Otis Elevator Total:		3,363.84							
Overhead Door Corporation 10941									
18095500	12/18/2019	870.00	0.00	04/03/2020				No	0
100-068-534200 Buildings And Grounds Rep				program remote transmitter					
18095500 Total:		870.00							
18203317	2/28/2020	7,845.86	0.00	04/03/2020				No	0
100-068-534200 Buildings And Grounds Rep				3 garage doors at 3232 court st					
18203317 Total:		7,845.86							
18203318	2/28/2020	2,300.09	0.00	04/03/2020				No	0
100-068-534200 Buildings And Grounds Rep				garage door at 272 derby st					
18203318 Total:		2,300.09							
Overhead Door Corporatio		11,015.95							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Parkside Athletics 10470									
03012020	3/1/2020	1,121.19	0.00	04/03/2020	5 parkside memberships			No	0
695-095-516700 Wellness Program									
03012020 Total:		1,121.19							
Parkside Athletics Total:		1,121.19							
PATCtech Forensic Digital Evidence 11059									
alc17860	3/23/2020	798.00	0.00	04/03/2020	webinars/willmet and hazelwood			No	0
100-763-519000 Training And Education									
alc17860 Total:		798.00							
PATCtech Forensic Digital		798.00							
PDC Services 10474									
4524843	3/15/2020	2,742.66	0.00	04/03/2020	dumping of sludge at landfill 3/2-3/16/20			No	0
231-031-536400 Sludge Removal									
4524843 Total:		2,742.66							
PDC Services Total:		2,742.66							
Pekin Community Bank 13977									
1	3/26/2020	63,000.00	0.00	04/03/2020	353 court pizza llc rehab costs per TIF agreement			No	0
270-270-583000 Tif Facade Grant/Loan									
1 Total:		63,000.00							
Pekin Community Bank To		63,000.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Pekin Community Bank/Morton Community Bank 10479									
2	3/25/2020	192,062.00	0.00	04/03/2020				No	0
270-270-583000 Tif Facade Grant/Loan				353 court pizza ll TIF reimbursement eligible project expen:					
2 Total:		192,062.00							
Pekin Community Bank/M		192,062.00							
Pekin Life Insurance Company 13317									
*** jw00191270000	3/13/2020	1,718.95	0.00	04/03/2020				No	0
695-095-517504 A D & D Life Premium				04/20 life insuran e					
jw00191270000 Total:		1,718.95							
Pekin Life Insurance Comp		1,718.95							
Pekin Police Premium Trust 11610									
23	3/18/2020	93,776.15	0.00	04/03/2020				No	0
695-095-517509 Police BCBS Health Ins Plan				04/20 police insurance premiums					
23 Total:		93,776.15							
Pekin Police Premium Trus		93,776.15							
Pekin Trophy House 10493									
44122	2/14/2020	14.00	0.00	04/03/2020	poli-warr	expense		No	0
100-761-520200 Office Supplies				desk name plate					
44122 Total:		14.00							
44141	3/19/2020	109.75	0.00	04/03/2020				No	0
100-001-599000 Miscellaneous				staff place cards and holders for council					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
44141 Total:		109.75							
Pekin Trophy House Total		123.75							
Puritan Springs Water 10766 *** 1386911	3/19/2020	16.67	0.00	04/03/2020				No	0
525-525-569000 Other Contractual Service				water delivery 3/16/20					
1386911 Total:		16.67							
*** 1523786	3/19/2020	77.37	0.00	04/03/2020				No	0
100-990-569000 Other Contractual Service				water delivery 3/19/20					
1523786 Total:		77.37							
Puritan Springs Water Tota		94.04							
Quadient Finance USA Inc 13754 *** 044914318559	3/8/2020	94.33	0.00	04/03/2020				No	0
100-761-520400 Postage				package mailing					
044914318559 Total:		94.33							
Quadient Finance USA Inc		94.33							
Quadient, Inc 11228 57444583	3/14/2020	180.00	0.00	04/03/2020				No	0
100-990-524000 Lease/rental Of Equipment				meter renal on postage machine					
57444583 Total:		180.00							
Quadient, Inc Total:		180.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
R & R Outhouses 12595									
2282003	2/28/2020	1,620.00	0.00	04/03/2020				No	0
100-068-524000 Lease/rental Of Equipment				1 portable restrooms at river front 06/19-02/2020					
2282003 Total:		1,620.00							
R & R Outhouses Total:		1,620.00							
Rainbo Oil Co 10534									
*** 9135158	3/13/2020	302.08	0.00	04/03/2020				No	0
223-023-534000 Automotive Expense				hydraulic fluid and bulk oil					
*** 9135158	3/13/2020	302.07	0.00	04/03/2020				No	0
223-026-534000 Automotive Expense				hydraulic fluid and bulk oil					
9135158 Total:		604.15							
Rainbo Oil Co Total:		604.15							
Ray O'Herron Co Inc 10539									
2015666in	3/16/2020	2,282.99	0.00	04/03/2020				No	0
100-761-592604 Emergency Services Team				simunition CIERT					
2015666in Total:		2,282.99							
Ray O'Herron Co Inc Total		2,282.99							
Roanoke Concrete Products 10553									
178523	3/3/2020	248.75	0.00	04/03/2020				No	0
240-240-564100 Drainage Improvements				flowable fill for 2416 court st sewer					
178523 Total:		248.75							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
178711	3/11/2020	551.25	0.00	04/03/2020				No	0
240-240-564100 Drainage Improvements				concrete white rock for storm sewer repair					
178711 Total:		551.25							
Roanoke Concrete Product		800.00							
Safety Kleen Corp									
10560									
82382906	3/5/2020	123.00	0.00	04/03/2020				No	0
699-069-569000 Other Contractual Service				parts washer solvent					
82382906 Total:		123.00							
Safety Kleen Corp Total:		123.00							
Sam Harris Clothing									
10563									
114101	5/19/2019	306.35	0.00	04/03/2020				No	0
100-034-518900 Uniform Allowance				uniform for singelton					
114101 Total:		306.35							
114554	7/18/2019	91.00	0.00	04/03/2020				No	0
100-034-518900 Uniform Allowance				promotion uniform					
114554 Total:		91.00							
115914	11/5/2019	61.50	0.00	04/03/2020				No	0
100-034-534400 Equipment Repairs				uniform repair for promotion					
115914 Total:		61.50							
Sam Harris Clothing Total:		458.85							
Schwartz Electric									
10579									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
14476	3/9/2020	1,946.71	0.00	04/03/2020				No	0
100-068-534200 Buildings And Grounds Rep				garbage truck outlets repaired					
14476 Total:		1,946.71							
14496	3/16/2020	2,099.12	0.00	04/03/2020				No	0
100-068-534200 Buildings And Grounds Rep				changed out multiple ballasts and lamps at city hall					
14496 Total:		2,099.12							
14497	3/16/2020	1,010.24	0.00	04/03/2020				No	0
100-032-534400 Equipment Repairs				removed knocked down street light at 5th & washington on					
14497 Total:		1,010.24							
14498	3/16/2020	174.50	0.00	04/03/2020				No	0
100-032-534400 Equipment Repairs				replaced lamp at 2113 alameda					
14498 Total:		174.50							
14520	3/20/2020	166.50	0.00	04/03/2020				No	0
100-032-534400 Equipment Repairs				replaced photocell at dane kelsey					
14520 Total:		166.50							
14521	3/20/2020	452.46	0.00	04/03/2020				No	0
100-032-534400 Equipment Repairs				replaced lamp, ballast and cell at 2103 wildwood					
14521 Total:		452.46							
Schwartz Electric Total:		5,849.53							
Secretary of State									
10583									
03262020	3/26/2020	151.00	0.00	04/03/2020				No	0
699-069-557200 License And Inspection Fe				renew license on nissan					
03262020 Total:		151.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Secretary of State Total:		151.00							
Seico Inc 10587 32334	3/3/2020	150.00	0.00	04/03/2020				No	0
100-068-557200 License And Inspection Fees				battery replacement for fire alarm panel					
32334 Total:		150.00							
Seico Inc Total:		150.00							
Sentry Safety Supply, Inc. 10882									
*** 0245170in	3/17/2020	58.50	0.00	04/03/2020				No	0
223-023-522400 General Supplies				safety vests, gloves					
*** 0245170in	3/17/2020	58.50	0.00	04/03/2020				No	0
100-032-522400 General Supplies				safety vests, gloves					
*** 0245170in	3/17/2020	17.95	0.00	04/03/2020	COVI-D019	expense		No	0
100-032-522400 General Supplies				respirator valves					
*** 0245170in	3/17/2020	97.50	0.00	04/03/2020				No	0
100-032-554300 Uniforms And Tools				gloves and vests					
0245170in Total:		232.45							
0245226in	3/17/2020	301.92	0.00	04/03/2020	COVI-D019	expense		No	0
100-761-522400 General Supplies				408 pairs safety glasses					
0245226in Total:		301.92							
0245254in	3/18/2020	177.60	0.00	04/03/2020	COVI-D019	expense		No	0
100-761-522400 General Supplies				240 pairs safety glasses					
0245254in Total:		177.60							
0245326in	3/19/2020	109.92	0.00	04/03/2020	COVI-D019	expense		No	0
100-761-522400 General Supplies				40 n95 masks					
0245326in Total:		109.92							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	Sentry Safety Supply, Inc.	821.89							
SHI International Corp 12297									
b11435330	3/5/2020	3,950.00	0.00	04/03/2020				No	0
100-009-599802 Computer Hardware				5 workstations for windows replacement					
	b11435330 Total:	3,950.00							
	SHI International Corp Tot	3,950.00							
Standard Heating & Cooling 13042									
sd10287	1/31/2020	530.00	0.00	04/03/2020				No	0
100-068-534200 Buildings And Grounds Rep				boiler maintenance at north side fire station					
	sd10287 Total:	530.00							
sd10288	1/31/2020	610.00	0.00	04/03/2020				No	0
100-068-534200 Buildings And Grounds Rep				boiler maintenance and repair thermostat at ss fire station					
	sd10288 Total:	610.00							
sd10313	2/14/2020	892.00	0.00	04/03/2020				No	0
100-068-534200 Buildings And Grounds Rep				heat pump for fire department					
	sd10313 Total:	892.00							
	Standard Heating & Coolin	2,032.00							
Stock & Field 11569									
9056/13	3/16/2020	20.97	0.00	04/03/2020				No	0
100-032-534400 Equipment Repairs				spring bushing for trailer					
	9056/13 Total:	20.97							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
9066/13	3/17/2020	13.98	0.00	04/03/2020	COVI-D019	expense		No	0
100-761-522400 General Supplies				2 bottles aloe vera gel					
9066/13 Total:		13.98							
9068/13	3/18/2020	71.97	0.00	04/03/2020				No	0
100-034-554300 Uniform & Tool Allowance				work pants for ken perry					
9068/13 Total:		71.97							
9072/13	3/19/2020	79.99	0.00	04/03/2020				No	0
100-032-534400 Equipment Repairs				fender for trailer					
9072/13 Total:		79.99							
9073/13	3/19/2020	79.99	0.00	04/03/2020				No	0
100-032-534400 Equipment Repairs				fender for trailer					
9073/13 Total:		79.99							
9078/13	3/20/2020	19.99	0.00	04/03/2020				No	0
100-032-529000 Equipment				crowbar					
9078/13 Total:		19.99							
Stock & Field Total:		286.89							
Tazewell County Landfill 10635									
4524864	3/15/2020	23,647.29	0.00	04/03/2020				No	0
223-023-566500 Landfill Expense				landfill fee 3/2-3/16/20					
4524864 Total:		23,647.29							
Tazewell County Landfill T		23,647.29							
Tazewell County Recorder 10638									
03262020	3/26/2020	21,671.20	0.00	04/03/2020				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
273-273-565300 School Dist Tax Reimbursement				SIPCA TIF surplus to county treasurer					
03262020 Total:		21,671.20							
Tazewell County Recorder		21,671.20							
Test Gauge Inc 13963 inv171865	3/11/2020	121.43	0.00	04/03/2020	caubration of backflow tester			No	0
231-031-557200 License And Inspection Fees									
inv171865 Total:		121.43							
Test Gauge Inc Total:		121.43							
The Economic Development Group, LTD 13450 02212020	2/21/2020	9,600.00	0.00	04/03/2020	court st TIF district 1st installment			No	0
270-270-560500 Consulting Services									
02212020 Total:		9,600.00							
02212020-1	2/21/2020	5,625.00	0.00	04/03/2020	BDD establishment consulting fee 1st installment			No	0
270-270-560500 Consulting Services									
02212020-1 Total:		5,625.00							
The Economic Developmen		15,225.00							
The Howard E Nyhart Company Incorporated 13336 112019	3/30/2020	1,250.00	0.00	04/03/2020	50% FY19 GASB75 actuarial report			No	0
695-095-569000 Other Contractual Service									
112019 Total:		1,250.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	The Howard E Nyhart Com	1,250.00							
The Sign Shop 10601 32520	3/25/2020	661.02	0.00	04/03/2020				No	0
100-761-592500 Crime Prevention Expense				2 signs and frames					
32520 Total:		661.02							
The Sign Shop Total:		661.02							
Third Millennium Associates, Inc. 11953									
*** 24566	3/17/2020	781.83	0.00	04/03/2020				No	0
231-029-569000 Other Contractual Service				february lockbox fee					
*** 24566	3/17/2020	781.83	0.00	04/03/2020				No	0
223-023-569000 Other Contractual Service				february lockbox fee					
24566 Total:		1,563.66							
*** 24572	3/17/2020	2.35	0.00	04/03/2020				No	0
231-029-520400 Postage				march 2020 postage					
*** 24572	3/17/2020	2.35	0.00	04/03/2020				No	0
223-023-520400 Postage				march 2020 postage					
*** 24572	3/17/2020	991.02	0.00	04/03/2020				No	0
231-029-569000 Other Contractual Service				march 2020 bill rendering					
*** 24572	3/17/2020	991.02	0.00	04/03/2020				No	0
223-023-569000 Other Contractual Service				march 2020 bill rendering					
24572 Total:		1,986.74							
Third Millennium Associat		3,550.40							
Topless Tree Service Inc 10657 202022	3/10/2020	750.00	0.00	04/03/2020				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
100-032-536000 Tree Removal / Replacemen				6 stumps removed at city hall					
202022 Total:		750.00							
202023	3/10/2020	140.00	0.00	04/03/2020				No	0
100-032-536000 Tree Removal / Replacemen				grind roots under concrete sidewalk at park ave & 11th st					
202023 Total:		140.00							
202024	3/23/2020	790.00	0.00	04/03/2020				No	0
100-032-536000 Tree Removal / Replacemen				trim off house at 1001 broadway					
202024 Total:		790.00							
202025	3/23/2020	175.00	0.00	04/03/2020				No	0
100-032-536000 Tree Removal / Replacemen				remove limbs at 1011 illinois					
202025 Total:		175.00							
202027	3/23/2020	504.00	0.00	04/03/2020				No	0
100-032-536000 Tree Removal / Replacemen				remove stumps at 5th & park ave					
202027 Total:		504.00							
Topless Tree Service Inc To		2,359.00							
Truck Centers Inc 10664									
f14029725401	3/17/2020	1,240.18	0.00	04/03/2020				No	0
223-025-534000 Automotive Expense				a/c compressor for rc1					
f14029725401 Total:		1,240.18							
f14029746901	3/20/2020	481.24	0.00	04/03/2020				No	0
223-023-534000 Automotive Expense				brake components and a/c o-ring					
f14029746901 Total:		481.24							
f14029778901	3/24/2020	389.71	0.00	04/03/2020				No	0
223-026-534000 Automotive Expense				a/c compressor for rc1					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
f14029778901 Total:		389.71							
Truck Centers Inc Total:		2,111.13							
Tyler Technologies, Inc. 11773 045296224	4/1/2020	314.81	0.00	04/03/2020				No	0
501-501-569000 Other Contractual Service				annual maintenance for versa trans 5/1/20-4/30/21					
045296224 Total:		314.81							
Tyler Technologies, Inc. To		314.81							
Uftring Auto Group 10829 221612chw	3/18/2020	294.00	0.00	04/03/2020				No	0
501-501-534000 Automotive Expense				oil cooler assembly bus 10071					
221612chw Total:		294.00							
221653chw	3/19/2020	46.28	0.00	04/03/2020				No	0
501-501-534000 Automotive Expense				transmission lines for bus 1070					
221653chw Total:		46.28							
Uftring Auto Group Total:		340.28							
Unland & Co Inc., James 10671 1831	3/25/2020	1,292.50	0.00	04/03/2020				No	0
695-095-569000 Other Contractual Service				02/2020 benefit services					
1831 Total:		1,292.50							
Unland & Co Inc., James T		1,292.50							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
US Bank Equipment Finance									
13878									
*** 408919710	3/30/2020	132.36	0.00	04/03/2020				No	0
100-001-524000 Lease/rental Of Equipment				lease on copier					
*** 408919710	3/30/2020	132.36	0.00	04/03/2020				No	0
100-990-524000 Lease/rental Of Equipment				lease on copier					
*** 408919710	3/30/2020	132.36	0.00	04/03/2020				No	0
100-006-524000 Lease/rental Of Equipment				lease on copier 3/30/20					
*** 408919710	3/30/2020	132.36	0.00	04/03/2020				No	0
100-763-524000 Lease/rental Of Equipment				lease on copier 3/30/20					
*** 408919710	3/30/2020	132.36	0.00	04/03/2020				No	0
100-763-524000 Lease/rental Of Equipment				lease on copier 3/30/20					
*** 408919710	3/30/2020	132.36	0.00	04/03/2020				No	0
100-761-524000 Lease/rental Of Equipment				lease on copier 3/30/20					
*** 408919710	3/30/2020	132.36	0.00	04/03/2020				No	0
100-764-524000 Lease/rental Of Equipment				lease on copier 3/30/20					
*** 408919710	3/30/2020	132.36	0.00	04/03/2020				No	0
100-032-524000 Lease/rental Of Equipment				lease on copier 3/30/20					
*** 408919710	3/30/2020	132.36	0.00	04/03/2020				No	0
100-034-524000 Lease/rental Of Equipment				lease on copier 3/30/20					
*** 408919710	3/30/2020	132.36	0.00	04/03/2020				No	0
501-501-524000 Lease/rental Of Equipment				lease on copier 3/30/20					
*** 408919710	3/30/2020	132.36	0.00	04/03/2020				No	0
501-501-524000 Lease/rental Of Equipment				lease on copier 3/30/20					
*** 408919710	3/30/2020	132.36	0.00	04/03/2020				No	0
501-501-524000 Lease/rental Of Equipment				lease on copier 3/30/20					
*** 408919710	3/30/2020	66.15	0.00	04/03/2020				No	0
501-501-524000 Lease/rental Of Equipment				lease on copier 3/30/20					
*** 408919710	3/30/2020	66.14	0.00	04/03/2020				No	0
699-069-524000 Lease/rental Of Equipment				lease on copier 3/30/20					
408919710 Total:		1,852.97							
US Bank Equipment Finan		1,852.97							

Attachment: Accounts Payable to be Paid Proof List thru 4-3-20 (2108 : Accounts Payable to be Paid

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
USABluebook 10674									
176621	3/17/2020	676.99	0.00	04/03/2020				No	0
231-031-522400 General Supplies				dippers for taking water samples					
176621 Total:		676.99							
USABluebook Total:		676.99							
Vachon Brake Service and Parts 11430									
16163	3/19/2020	48.00	0.00	04/03/2020				No	0
223-025-557200 License And Inspection Fees				inspection for yw4					
16163 Total:		48.00							
Vachon Brake Service and P		48.00							
Verizon Wireless 10685									
9849043795	2/23/2020	376.74	0.00	04/03/2020				No	0
231-030-550300 Telephone				modems for liftstations 1/24-2/23/20					
9849043795 Total:		376.74							
9849729879	3/3/2020	942.41	0.00	04/03/2020				No	0
501-501-550300 Telephone				phone service 2/4-3/3/20					
9849729879 Total:		942.41							
Verizon Wireless Total:		1,319.15							
Ward, Rick 11418									
20200320	3/20/2020	500.00	0.00	04/03/2020				No	0
100-990-590900 Police And Fire Commission				proctor for evaluating promotional testing					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
20200320 Total:		500.00							
Ward, Rick Total:		500.00							
Wieland's Lawn Mower Hospital 10704 751339	3/19/2020	182.18	0.00	04/03/2020	yard-crew carburator gasket and spark plugs	expense		No	0
100-068-534400 Equipment Repairs									
751339 Total:		182.18							
Wieland's Lawn Mower Ho		182.18							
Report Total:		1,184,780.98							

Attachment: Accounts Payable to be Paid Proof List thru 4-3-20 (2108 : Accounts Payable to be Paid



REQUEST FOR COUNCIL ACTION

Agenda Date: April 13, 2020
To: Council Members
From: Brett Olson, Assistant Operations Supervisor

AGENDA ITEM: Receive and File Bids for Replacement Lighting for Street Department Project

ACTION REQUESTED: Receive and File.

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

BID SHEET

6.6.a

ITEM OF WORK	UNIT	QUANTITY	BID PRICE
Removal and replacement of 36 High Bay Light Fixtures and 16 strip shop lights for the Street Department with LED lighting and all associated work in accordance with Ameren Energy Incentive program, the 2015 IBC and 2017 NEC	Lump Sum	1	\$11,375.00
	Ameren Small Business Incentive	Less	-\$2,102.94
Total			\$9,272.06

Contract Name: Street Department Lighting Replacment

Signed By:  Ty Slon

Title: General Manager, RNS Electric, Inc.

Address: PO Box 367
Washington, IL. 61571

Date 4/7/20

Attachment: RNS ELECTRIC BID (2116 : Receive and File Bids for Replacement Lighting for Street Department Project)



ASSESSMENT REPORT NUMBER: **12607**

City Of Pekin

CUSTOMER CONTACT:

Brett Olson

1208 Koch

Pekin IL 61554

**SMALL BUSINESS LIGHTING
ASSESSMENT REPORT**

SMALL BUSINESS PROGRAM ALLY:

RNS Electric, Inc

Office: 28558 Irish Lane, PO Box 367

Washington IL 61571

309.635.6294

6.6.a

APPLICATION DATE: **4/7/2020**

Email: **baolson@ci.pekin.il.us**

Phone: **309.478.5433**

PROJECT SUMMARY:

Total Project Cost:

\$2,102.94

Project Incentive Amount:

\$2,102.94

Customer's Total Cost:

\$0.00



Potential Payback
In Months:

0.0



Estimated Annual
Electric Dollars Saved:

\$902.19

THE COST OF WAITING:

Daily Cost of Waiting: **\$2.47**

Monthly Cost of Waiting: **\$75.18**

The Ameren Illinois Energy Efficiency Program helps offset the cost of implementing an energy-savings project by providing incentives to help you start saving now! When weighing the project cost, incentive amount, and project payback against the cost of waiting — the choice to act now seems obvious!

Potential payback numbers and return on investment are calculated based on project site data and average energy data of Small Businesses in the Ameren Illinois service territory. The actual savings and payback rate you experience may vary.



CUSTOMER SITE DETAILS:

City Of Pekin Street Department Garage

Brett Olson

1208 Koch

Pekin

Phone: 309.478.5433

Email: baolson@ci.pekin.il.us

SMALL BUSINESS PROGRAM ALLY:

RNS Electric, Inc

Ty Slonneger

28558 Irish Lane, PO Box 367

Washington IL 61571

Phone: 309.635.6294

Email: ty@rmselectricinc.com

PROPOSED MEASURES

MEASURE DESCRIPTION	LOCATION	QTY.	TOTAL INCENTIVE*	TOTAL COPAY
LED Highbay or Lowbay Fixture Replacing HID	Main Truck Bay	28	\$1,412.13	\$0.00
LED Highbay or Lowbay Fixture Replacing HID	Maintenance Room	8	\$254.28	\$0.00
LED Highbay or Lowbay Fixture Replacing HID	Recycling Room	4	\$8.97	\$0.00
LED Fixture replacing existing T8/T5 4' lamps and ballasts	Tool Room and Mezzanine	10	\$309.66	\$0.00
LED Fixture replacing existing T12 8' lamps and ballasts	Maintenance Room	2	\$117.90	\$0.00

*Ameren Illinois incentives are not guaranteed until the customer signed assessment report is reviewed and approved.

Line Item Copay Total \$0.00

\$0.00

TOTAL* \$2,102.94 \$0.00

Attachment: RNS ELECTRIC BID (2116 : Receive and File Bids for Replacement Lighting for Street Department Project)





City of Pekin

PUBLIC PROPERTY DEPARTMENT

ADDENDUM #1

Request for Proposals
Street Lighting Replacement
Public Property- 1208 Koch St
City of Pekin

Per this addendum, the following changes to the specifications shall be made and/or questions answered:

1. In what is labeled the main truck bay, we are doing 1 for 1 that is currently in that area (25) and adding 3 for 28 total.
2. In the tool crib/Part storage room, we do not need 10 LED strip lights in there. We said 5 max, and we can do 5 upstairs in the area above the offices. If you think 4 is enough and 6 upstairs that's fine, as long as we keep 10 because that's what we submitted to Ameren.
3. Maintenance room (truck wash Bay Area) is pretty self explanatory. 1 for 1 in there and adding 2-96" LED strip lights. The drawing shows the strip lights over the center of the area where trucks are being washed.
4. Recycle Room- Remove all structures and add 4-96" LED strip lights.
5. You as a contractor as responsible to remove all existing fixtures as well as disposing of them properly.
6. The fixtures do not have to be Holophane lights, but something equivalent to them is required. The fixtures do not have to be round like the existing ones, they can be square.
7. We are classified as a DS2 according to Ameren.

Please sign this acknowledge this addendum and include it with the proposal.

Acknowledged by: 

Date: 4-6-20

Ty Slonnegs
RNS Electric Inc

Brett Olson, Operations Supervisor
1208 Koch Street, Pekin, IL 61554
Phone (309) 478-5433* Fax (309) 477-2322 * Email: baolson@ci.pekin.il.us

Attachment: RNS ELECTRIC BID (2116 : Receive and File Bids for Replacement Lighting for Street Department Project)



City of Pekin

PUBLIC PROPERTY DEPARTMENT

ADDENDUM #2

Request for Proposals
Street Lighting Replacement
Public Property- 1208 Koch St
City of Pekin

Per this addendum, the following changes to the specifications shall be made and/or questions answered:

1. Please submit the rebate to Ameren for the City of Pekin and include that in your bid.

Please sign this acknowledge this addendum and include it with the proposal.

Acknowledged by: _____

Date: _____

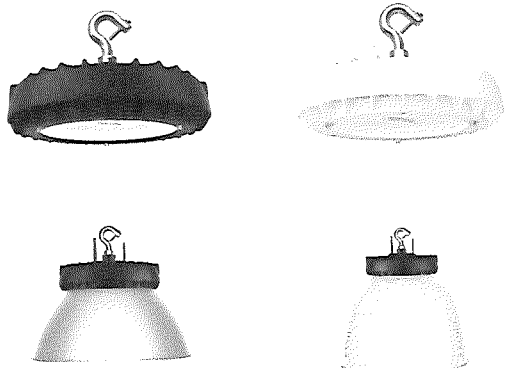
Ty Slonney
RNS Electric Inc.

Attachment: RNS ELECTRIC BID (2116 : Receive and File Bids for Replacement Lighting for Street Department Project)

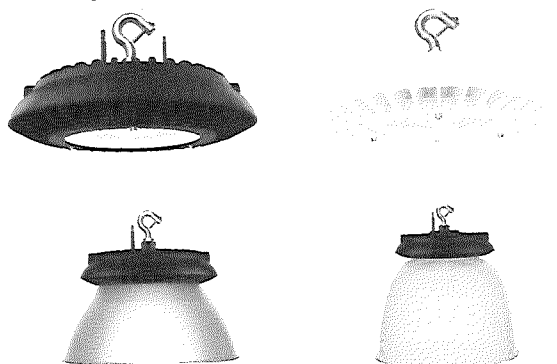


ARIES LED HIGH BAY

100W



150W/200W



DIMENSIONS

Wattage	Diameter	Height
100	8.90"	5.98"
150	10.83"	5.98"
200	10.83"	5.98"

ACCESSORIES

- Multiple reflector and lens options
- Multiple plug options
- Multiple cord options
- Optional occupancy and daylight sensors
- Adjustable Bracket Mount and Conduit Box Mount - available in Black and White



PRODUCT DESCRIPTION

LED high bay lights are specifically designed for taller ceiling and larger areas. They focus light more directly to create powerful illumination at a long range. This makes them perfect for commercial and industrial applications such as warehouses, retail stores, factories, workshops, gymnasiums, exhibition halls and supermarkets.

Our WareLight Aries LED high bay is using a Magnesium Aluminum Alloy Heat Sink; the design is part of the efficiency. It helps transfer thermal properties more evenly. The efficiency of this product is up to 150lm/w with transparent lens. The IUFO high bay is suitable for ambient temperatures up to 122°F and can be installed in wet locations.

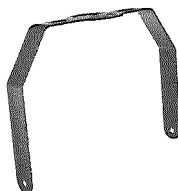
FEATURES

- Wattage available: 100W, 150W and 200W
- Lumens:
 - 100W = 15000Lm
 - ✕ 150W = 22500Lm
 - 200W = 30000Lm
- Voltage: AC100-277V
- CCT: 4000K or 5000K
- CRI: >80
- Chip Brand: CREE SMD2835
- Lifespan: 50000H at 122°F ambient temperature
- Working temperature: -40°F to 120°F
- Driver: 0-10V dimmable LED power supplies
- Mount option: Hanging Hook Standard (optional Adjustable Bracket Mount and Conduit Box Mount)
- Hook mount thread info: M10 / M10xP1.5xH25
- Manufacturer Warranty: 5 years
- Beam Angle: 120°
- Factory Installed 6' Whip for Hardwiring (no plug)
- Certifications: UL for wet locations; DLC

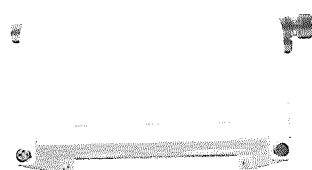
DLC Premium

- 100W/4000K: PLLFCAJ2FDN7
- 150W/4000K: PLO7XTSPZLQM
- 200W/4000K: PLU1LZEF9GK8
- 100W/5000K: PLRH0V6221KU
- ✕ 150W/5000K: PLX6Z69KQC8H
- 200W/5000K: PLWODOPHBKLE

Adjustable Bracket Mount

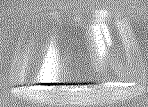
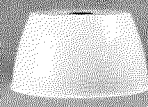
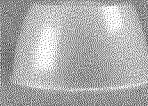
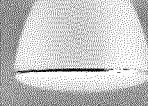


Conduit Box Mount





LED UFO HIGH BAY – ARIES					
Brand	Series	Power	CCT	Options	FINISH
WL-	IUFO-	150W- 200W-	40K- = 4000K 50K- = 5000K	DM010- = 0-10V Dimming DM010-BT-AL-60D-120VP- = 3' 120V Cord & Straight Blade Plug DM010-BT-AL-60D-120VP-INS- = 120V Cord & Straight Blade Plug (installed) DM010-BT-AL-60D-277VP- = 3' 227V Cord & Twist Lock Plug DM010-BT-AL-60D-277VP-INS- = 227V Cord & Twist Lock Plug (Installed)	BK = Black WH = White

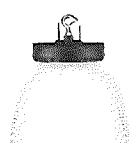
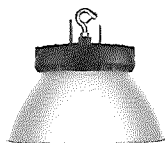
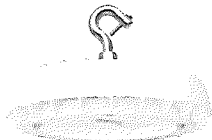
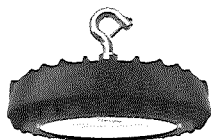
REFLECTOR AND LENS OPTIONS	
	-BT-PC-70D = 70° Acrylic Reflector
	-BT-AL-60D = 60° Aluminum Reflector
	-BT-AL-60D-BK = 60° Black Aluminum Reflector
	-CLAR16 = Clear Acrylic Reflector (USA)
	-CLRKIT = Premium Acrylic Reflector with Clear Smooth Ribbed Drop Lens & Clamp Band (USA)
	-WHPC16 = White Polycarbonate Reflector (USA)
	-WHPCKIT = Premium White Polycarbonate Reflector with Vizual Comfort Lens & Clamp Band (USA)
	-VCR16 = Vizual Comfort Frosted Reflector (USA)
	-VCKIT = Premium Vizual Comfort Reflector with Vizual Comfort Ribbed Drop Lens & Clamp Band (USA)

Attachment: RNS ELECTRIC BID (2116 : Receive and File Bids for Replacement Lighting for Street Department Project)

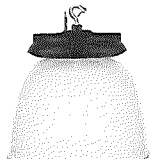
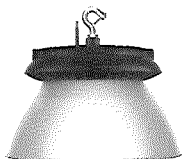
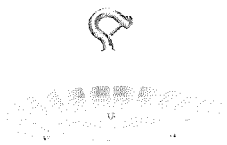
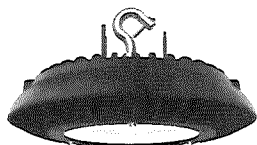


ARIES LED HIGH BAY

100W



150W/200W



DIMENSIONS

Wattage	Diameter	Height
100	8.90"	5.98"
150	10.83"	5.98"
200	10.83"	5.98"

ACCESSORIES

- Multiple reflector and lens options
- Multiple plug options
- Multiple cord options
- Optional occupancy and daylight sensors
- Adjustable Bracket Mount and Conduit Box Mount - available in Black and White

PRODUCT DESCRIPTION

LED high bay lights are specifically designed for taller ceilings and larger areas. They focus light more directly to create powerful illumination at a long range. This makes them perfect for commercial and industrial applications such as warehouses, retail stores, factories, workshops, gymnasiums, exhibition halls and supermarkets.

Our WareLight Aries LED high bay is using a Magnesium Aluminum Alloy Heat Sink; the design is part of the efficiency. It helps transfer thermal properties more evenly. The efficiency of this product is up to 150lm/w with transparent lens. The IUFO high bay is suitable for ambient temperatures up to 122°F and can be installed in wet locations.



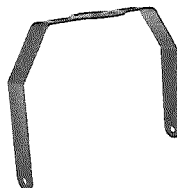
FEATURES

- Wattage available: 100W, 150W and 200W
- Lumens:
 - ✕ 100W = 15000Lm
 - 150W = 22500Lm
 - 200W = 30000Lm
- Voltage: AC100-277V
- CCT: 4000K or 5000K
- CRI: >80
- Chip Brand: CREE SMD2835
- Lifespan: 50000H at 122°F ambient temperature
- Working temperature: -40°F to 120°F
- Driver: 0-10V dimmable LED power supplies
- Mount option: Hanging Hook Standard (optional Adjustable Bracket Mount and Conduit Box Mount)
- Hook mount thread info: M10 / M10xP1.5xH25
- Manufacturer Warranty: 5 years
- Beam Angle: 120°
- Factory Installed 6' Whip for Hardwiring (no plug)
- Certifications: UL for wet locations; DLC

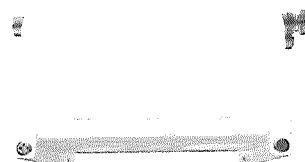
DLC Premium

- 100W/4000K: PLLFCAJ2FDN7 ✕ 100W/5000K: PLRH0V6221KU
- 150W/4000K: PLO7XTSPZLQM ○ 150W/5000K: PLX6Z69KQC8H
- 200W/4000K: PLU1LZEF9GK8 ○ 200W/5000K: PLWODOPHBKLE

Adjustable Bracket Mount

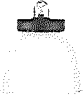
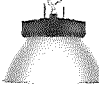


Conduit Box Mount





LED UFO HIGH BAY – ARIES					
Brand	Series	Power	CCT	Options	FINISH
WL-	IUFO-	100W- 150W- 200W-	40K- = 4000K 50K- = 5000K	DM010- = 0-10V Dimming DM010-BT-AL-60D-120VP- = 3' 120V Cord & Straight Blade Plug DM010-BT-AL-60D-120VP-INS- = 120V Cord & Straight Blade Plug (installed) DM010-BT-AL-60D-277VP- = 3' 227V Cord & Twist Lock Plug DM010-BT-AL-60D-277VP-INS- = 227V Cord & Twist Lock Plug (Installed)	BK = Black WH = White

REFLECTOR AND LENS OPTIONS	
	-BT-PC-70D = 70° Acrylic Reflector
	-BT-AL-60D = 60° Aluminum Reflector
	-BT-AL-60D-BK = 60° Black Aluminum Reflector
	-CLAR16 = Clear Acrylic Reflector (USA)
	-CLRKIT = Premium Acrylic Reflector with Clear Smooth Ribbed Drop Lens & Clamp Band (USA)
	-WHPC16 = White Polycarbonite Reflector (USA)
	-WHPCKIT = Premium White Polycarbonite Reflector with Vizual Comfort Lens & Clamp Band (USA)
	-VCR16 = Vizual Comfort Frosted Reflector (USA)
	-VCKIT = Premium Vizual Comfort Reflector with Vizual Comfort Ribbed Drop Lens & Clamp Band (USA)

Project Name: Pekin Street Department

Part Number: WTZ8-96WLED-UNIV-50-RAFL

Type: EMS LED

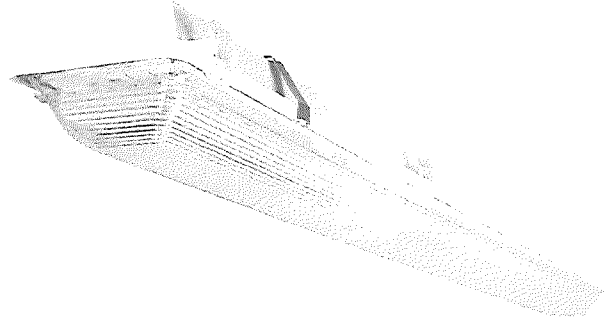
WTZ AMAZON

WET LOCATION

407-478-3759
www.ilp-inc.com

FEATURES

- Impact resistant, Ribbed Acrylic Frosted (RAFL std.), Smooth Polycarbonate Frosted (SPFL), Smooth Polycarbonate Clear (SPCL) lens options
- Continuous poured, closed cell polyurethane gasket
- Stainless steel mounting brackets for drill free mounting (std.)
- Polycarbonate latches (std.), Stainless Steel (SS) optional
- Tamper Proof Screws (TPS) optional
- 0-10V Dimmable Driver
 - WTZ - 18W / 25W / 28W / 48W, WTZ8 - 50W / 56W / 80W / 96W (100% - 5%)
 - WTZ - 40W, WTZ8 - 36W (100% - 10%)
- 120V-277V Universal Voltage
- 3000K - 5000K Color Temperatures
- 5 Year Warranty
- ETL Wet Location Listed
- Fiberglass body attributes:
 - IP65, IP66, IP67 (Dust tight, low/high pressure water jets & immerse 1M)
 - NEMA4X, NSF Rated & 5VA Flame Rating
- DesignLights Consortium® Premium Qualified Luminaire



SUITABLE APPLICATIONS

- Parking Garage
- Food Processing & Preparation (SS Latches)
- Pool Areas (SS Latches)
- Car Washes (SS Latches)

LED INFO	18W	25W	28W	40W	48W	36W	50W	56W	80W	96W
Calculated L ₇₀	>100K	>100K	>100K	>100K	>100K	>100K	>100K	>100K	>100K	>100K
Delivered Lumens	2,755 lm	3,986 lm	4,502 lm	5,643 lm	6,676 lm	5,582 lm	7,865 lm	9,122 lm	11,433 lm	13,735 lm
Watts	18 W	27 W	30 W	40 W	49 W	36 W	52 W	60 W	80 W	95 W
Efficacy	153 lm/W	149 lm/W	150 lm/W	141 lm/W	138 lm/W	155 lm/W	151 lm/W	152 lm/W	142 lm/W	144 lm/W
CCT	5000K	5000K	5000K	5000K	5000K	5000K	5000K	5000K	5000K	5000K
CRI	>80	>80	>80	>80	>80	>80	>80	>80	>80	>80
Ambient Range	-4°F-115°F	-4°F-115°F	-4°F-115°F	-40°F-115°F	-40°F-110°F	-40°F-122°F	-40°F-115°F	-40°F-115°F	-40°F-115°F	-40°F-110°F

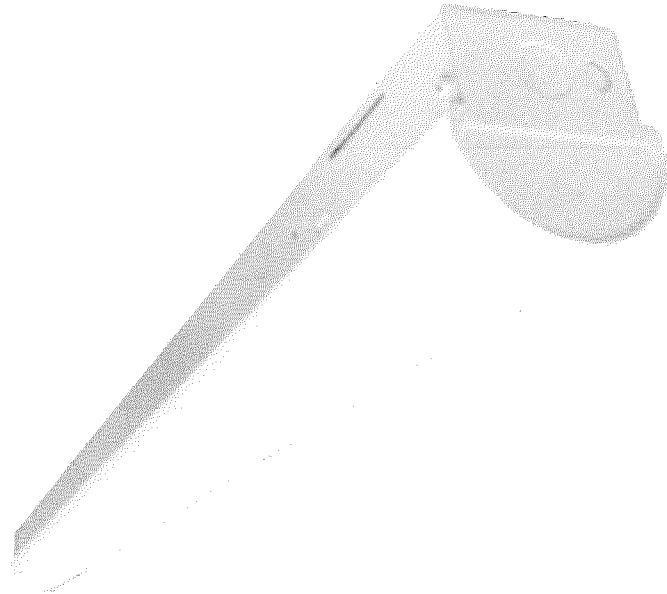
LED System data above based on WTZ-18WLED-UNIV-50-RAFL, WTZ-25WLED-UNIV-50-RAFL, WTZ-28WLED-UNIV-50-RAFL, WTZ-40WLED-UNIV-50-RAFL, WTZ-48WLED-UNIV-50-RAFL, WTZ-36WLED-UNIV-50-RAFL, WTZ-50WLED-UNIV-50-RAFL, WTZ-56WLED-UNIV-50-RAFL, & WTZ-80WLED-UNIV-50-RAFL. LED Lumen maintenance estimates on TM-21 projections for the light source at 25°C ambient.

ORDERING GUIDE:

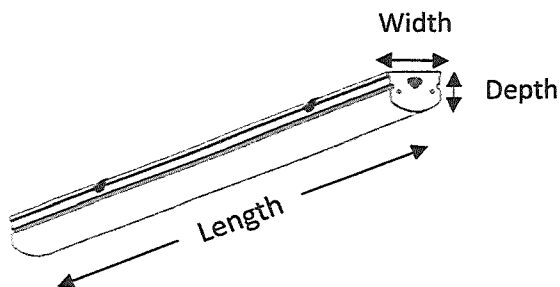
Series	Watts	Driver	Color	Options
☐ WTZ Amazon 4ft	☐ 18WLED ☐ 25WLED ☐ 28WLED ☐ 40WLED ☐ 48WLED	☒ UNIV 120-277V Driver	☒ 50 ☐ 40 ☐ 35 ☐ 30	☒ RAFL Ribbed Acrylic Frosted Lens (std.) ☐ SPFL* Smooth Polycarbonate Frosted Lens ☐ SPCL* Smooth Polycarbonate Clear Lens ☐ CORDWx Wet Location Cord (x = ft) ☐ USBD User Select Bi-level Dim w/ Occ. Sensor ☐ BDxx Preset Bi-level Dim Sensor (xx = % ie. 20, 30) ☐ BDxxPC Preset Bi-level Dim Sensor w/ Photocell ☐ WLOS On/Off Wet Location Sensor Installed ☐ MWS Microwave Sensor Factory Installed ☐ SS Stainless Steel Latches ☐ TPS Tamper Proof Screw ☐ AB/45DEG 45 degree angled surface/wall mount brackets (2/fixture) ☐ HB-XX-LOOP Includes two adjustable cable hangers (xx=inches) ☐ FMB Fixture Mounting Box (2/8ft fixture) ☐ HUB 3/4 CONDUIT 3/4" Conduit Hub for Pendant Mounts (2/8ft fixture) ☐ FI/ILBCP07** Factory Installed 7W LED Battery Backup ☐ FI/ILBCP10** Factory Installed 10W LED Battery Backup ☐ FI/ILBCP12** Factory Installed 12W LED Battery Backup ☐ SD480* 480V Step Down Transformer ☐ SD347* 347V Step Down Transformer ☐ LEDBBCT -4°F Cold Temp Battery Backup
☒ WTZ8 Amazon 8ft	☐ 36WLED ☐ 50WLED ☐ 56WLED ☐ 80WLED ☒ 96WLED			



PROJECT NAME: Pekin Street Department CATALOG NUMBER: STLED65W 6.6.a
NOTES: _____ FIXTURE SCHEDULE: Tool Crib/Storage



Part #	Length	Width	Depth
STLED35W4FDM50K-G2	47.3"	3.3"	3.6"
STLED65W8FDM50K	94.2"	3.3"	3.6"
STLED90W8FDM50K	94.2"	3.3"	3.6"



WARRANTY

- 5 Years

PRODUCT DISCRIPTION

Our Blade fixture size makes it an ideal choice for size restrict architectural applications. Wonderful lighting fixture for washing areas with bright white light. The diffuser is designed gives brighter, and more productive ambiance to your applications.

APPLICATIONS

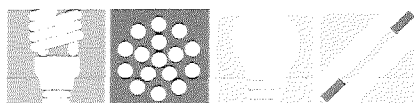
- Commercial
- Industrial
- Retail
- Residential

PERFORMANCE

- Efficacy: >131 LPW
- CCT options: 5000K (3,000K, 3,500K and 4,000K spec order)
- Wattage/Lumens:
 - 35 / 4620
 - ✕ 65 / 8320
 - 90 / 11400
- Hours: 50,000+
- Mounting:
 - ✕ Surface Mounting and
 - Suspended Mounting
- Dimming: 0-10v down to 10%
- Suitable for Damp Location
- Ambient Operating Range: (-20°C to +50°C) (-4°F to 122°F)
- UL and DLC Premium Listed
- DLC #
 - 35W: PLEJ8ZG0REIY
 - ✕ 65W: P15D4UQB
 - 90W: PKD5A1UM

ADDITIONAL OPTIONAL ACCESSORIES

- Emergency Battery Back-up
- 0-10v Dimming
- Motion Sensor



WAREHOUSE-LIGHTING.COM

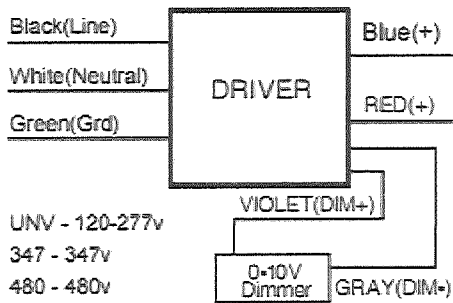
Warehouse-Lighting.com
2750 South 163rd St
New Berlin, WI 53151

Warehouse-Lighting.com
Phone: 888-454-4480
info@warehouse-lighting.com



Blade Strip Lights			
Model #	Wattage	Kelvin	Accessories
STLED	35W-4 ft. 65W-8 ft. 90W-8 ft.	5000K 3000K (Special Order) 3500K (Special Order) 4000K (Special Order)	EM-Emergency Backup MT-Motion Sensor

Wiring Diagram



BID SHEET

ITEM OF WORK	UNIT	QUANTITY	BID PRICE
Removal and replacement of 36 High Bay Light Fixtures and 16 strip shop lights for the Street Department with LED lighting and all associated work in accordance with Ameren Energy Incentive program, the 2015 IBC and 2017 NEC	Lump Sum	1	\$15,695.00
Total			

Contract Name: Laser Electric, Inc.Signed By: Gretchen L MartinTitle: Corporate SecretaryAddress: P.O. Box 5008Peoria, IL 61601Date April 7, 2020

Attachment: LASER ELECTRIC BID (2116 : Receive and File Bids for Replacement Lighting for Street Department Project)



City of Pekin

PUBLIC PROPERTY DEPARTMENT

ADDENDUM #1

Request for Proposals
Street Lighting Replacement
Public Property- 1208 Koch St
City of Pekin

Per this addendum, the following changes to the specifications shall be made and/or questions answered:

1. In what is labeled the main truck bay, we are doing 1 for 1 that is currently in that area (25) and adding 3 for 28 total.
2. In the tool crib/Part storage room, we do not need 10 LED strip lights in there. We said 5 max, and we can do 5 upstairs in the area above the offices. If you think 4 is enough and 6 upstairs that's fine, as long as we keep 10 because that's what we submitted to Ameren.
3. Maintenance room (truck wash Bay Area) is pretty self explanatory. 1 for 1 in there and adding 2-96" LED strip lights. The drawing shows the strip lights over the center of the area where trucks are being washed.
4. Recycle Room- Remove all structures and add 4-96" LED strip lights.
5. You as a contractor as responsible to remove all existing fixtures as well as disposing of them properly.
6. The fixtures do not have to be Holophane lights, but something equivalent to them is required. The fixtures do not have to be round like the existing ones, they can be square.
7. We are classified as a DS2 according to Ameren.

Please sign this acknowledge this addendum and include it with the proposal.

Acknowledged by: Bretchen L Martin

Date: April 7, 2020

Brett Olson, Operations Supervisor
1208 Koch Street, Pekin, IL 61554
Phone (309) 478-5433 * Fax (309) 477-2322 * Email: baolson@ci.pekin.il.us

Attachment: LASER ELECTRIC BID (2116 : Receive and File Bids for Replacement Lighting for Street Department Project)



City of Pekin

PUBLIC PROPERTY DEPARTMENT

ADDENDUM #2

Request for Proposals
Street Lighting Replacement
Public Property- 1208 Koch St
City of Pekin

Per this addendum, the following changes to the specifications shall be made and/or questions answered:

1. Please submit the rebate to Ameren for the City of Pekin and include that in your bid.

Please sign this acknowledge this addendum and include it with the proposal.

Acknowledged by: *Bretchen L Martin* Date: April 7, 2020

Brett Olson, Operations Supervisor
1208 Koch Street, Pekin, IL 61554
Phone (309) 478-5433* Fax (309) 477-2322 * Email: baolson@ci.pekin.il.us

Attachment: LASER ELECTRIC BID (2116 : Receive and File Bids for Replacement Lighting for Street Department Project)



Building Name
City of Pekin

Proposal Name
City of Pekin LED Upgrade 2

Monday, April 6, 2020

Attachment: LASER ELECTRIC BID (2116 : Receive and File Bids for Replacement Lighting for Street Department Project)

Energy Usages and Costs

Annual Energy Usage

Current Usage (kWh)	Projected Usage (kWh)	Reduction (%)	Current Cost (\$) ^{1,2}	Projected Cost (\$) ^{1,2}	Savings (\$)	Savings (%)
67,450	18,993	72	7,732	2,177	5,555	72

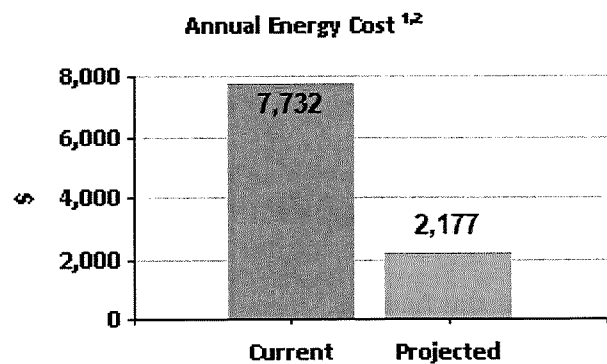
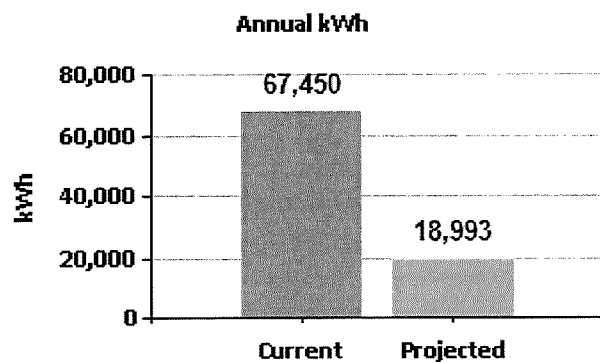
1. Energy cost (\$) = 0.1000/kWh; Annual energy cost escalation (%) = 3.00

2. Energy costs are averaged over 10 year analysis period

Annual Energy Usage Reduction

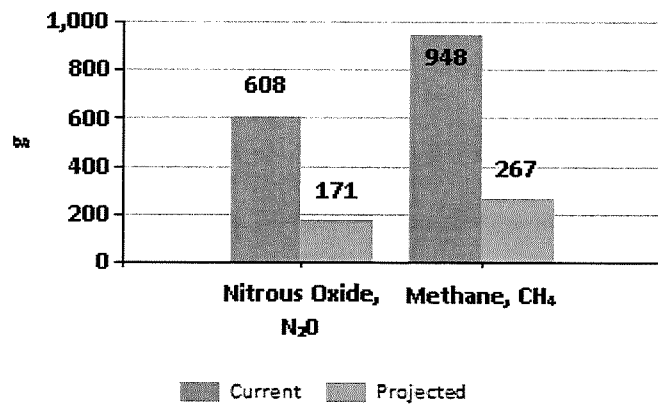
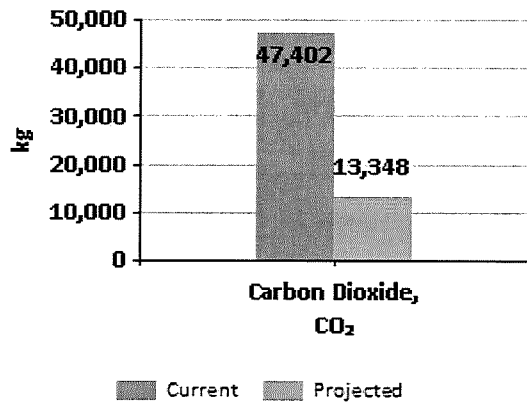
Current Usage (kWh)	Projected Usage (kWh)	Reduction (kWh)	Reduction (%)
67,450	18,993	48,456	72

Energy Comparison

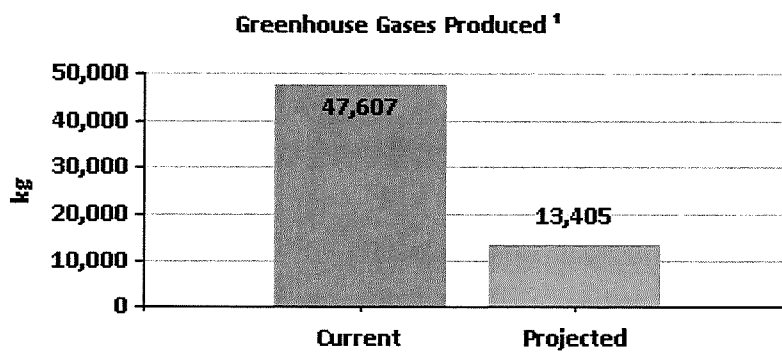


1. Energy Cost (\$) = 0.1000/kWh; Annual energy cost escalation (%) = 3.00

2. Energy costs are averaged over 10 year analysis period



Greenhouse Gas Comparables



Comparable Metrics

Barrels of oil consumed: 80
Urban forests (acre): 28
Fewer cars on the road: 7
Gasoline consumed (gallon): 3849

1. Average emission rates per kWh are based on estimates from eGrid 2012

Appendix

Incentives

Part Number Description	Incentive Description	Amount (\$)	Est. Receipt Date
Standard	Ameren Standard LED Incentive = \$.20 per watt reduced	139.20	6 Months
Standard	Ameren Standard LED Incentive = \$.20 per watt reduced	80.20	6 Months
Standard	Ameren Standard LED Incentive = \$.20 per watt reduced	25.00	6 Months
Standard	Ameren Standard LED Incentive = \$.40 per watt reduced	1,016.00	6 Months
Standard	Ameren Standard LED Incentive = \$.40 per watt reduced	3,368.80	6 Months
Standard	Ameren Standard LED Incentive = \$.40 per watt reduced	303.20	6 Months
Total		4,932.40	

Scenario Assumptions

Illinois law states if the Ameren customer hires a contractor to install the contractor must be an Illinois certified installer in order for Ameren to pay the incentive. If the Ameren customer uses their own people to self-install this law doesn't apply.

Disclaimer

The figures and calculations used in this analysis are for project estimations only and not a guarantee of total project cost for an entire area or facility. The fixture counts could vary +/-5%; operating hours will fluctuate with production/operational demand; total applied rebate values are the sole discretion of the issuing body and its specific requirements; final installation costs will be determined by existing equipment conditions and any additional hardware and resulting time spent to complete project. Any supplied labor figures are for analysis calculations only. Final labor costs are negotiated and handled by the end-users electrical contractor. Incentive amounts and DLC listings are subject to change and cannot be guaranteed beyond the date the proposal is produced.

BID SHEET

ITEM OF WORK	UNIT	QUANTITY	BID PRICE
Removal and replacement of 36 High Bay Light Fixtures and 16 strip shop lights for the Street Department with LED lighting and all associated work in accordance with Ameren Energy Incentive program, the 2015 IBC and 2017 NEC	Lump Sum	1	\$14,951 ⁰⁰
Total			Rebate \$1,600 - \$2,250 Estimated Amount

Contract Name: Schwartz Electric
Signed By: [Signature]
Title: President
Address: 2627 Allentown Rd.
Pekin IL 61554
Date: 4-7-20

Note: Used alternate fixtures.
Please see attached cut sheets.



City of Pekin

PUBLIC PROPERTY DEPARTMENT

ADDENDUM #1

Request for Proposals
Street Lighting Replacement
Public Property- 1208 Koch St
City of Pekin

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7. We are classified as a DS2 according to Ameren.

Please sign this acknowledge this addendum and include it with the proposal.

Acknowledged by:

Date:

4-7-20

Brett Olson, Operations Supervisor
1208 Koch Street, Pekin, IL 61554
Phone (309) 478-5433* Fax (309) 477-2322 * Email: baolson@ci.pekin.il.us



City of Pekin

PUBLIC PROPERTY DEPARTMENT

ADDENDUM #2

Request for Proposals
Street Lighting Replacement
Public Property- 1208 Koch St
City of Pekin

Per this addendum, the following changes to the specifications shall be made and/or questions answered:

1. Please submit the rebate to Ameren for the City of Pekin and include that in your bid.

Please sign this acknowledge this addendum and include it with the proposal.

Acknowledged by: _____

A handwritten signature in black ink, appearing to be "B. Olson", written over a horizontal line.

Date: _____

4-7-20



City of Pekin

Request for Proposals

Street Department Lighting Replacement
Public Property
City of Pekin

NOTICE TO BIDDERS

The City of Pekin is accepting proposals for the replacement of the interior lighting at the City of Pekin Street Department. Proposals will be accepted until 10 am on Tuesday, April 7th, 2020 at the Office of the City Clerk, 111 S. Capitol St, Pekin, IL 61554. After that time, the proposals will be opened and read aloud. A mandatory pre-bid meeting will be held on Tuesday, April 1, 2020 at 1 pm. at the Street Department, 1208 Koch Street, Pekin, IL 61554.

The City of Pekin Street Department is located at 1208 Koch, Pekin, IL 61554. The existing interior lighting that will be replaced is in the main truck bay, the recycling truck bay, the maintenance room and the tool crib. The replacement lighting shall be high efficiency LED lighting consisting of warehousing LED high bay lights, enclosed and gasket LED lighting, and LED strip lights. The proposal for this shall be lump sum and include all lighting, wiring, sensor and materials to replace the lighting and meet current codes.

All work must be completed with 60 days from the Notice to Proceed.

Questions concerning this request for proposal should be directed to Dan Jost, at (520) 609-8352 or dijost@ci.pekin.il.us or Brett Olson, Operations Supervisor, at (309) 477-2300 or baolson@ci.pekin.il.us

SCOPE OF WORK

The scope of work generally includes the removal and replacement of approximately 36 high bay sodium vapor lights and 26 liner shop lights with LED equivalents. All the lights shall be a qualified product listed on either the Design Lights Consortium (DLC) or Energy Star Qualified so that this project is eligible Ameren Illinois lighting incentive for conversion. The contractor will be responsible to verify the number of light fixtures, the type of light fixture, assist the City in the calculation of energy savings for Ameren rebate, all materials and work required which must include:

Main Truck Bay: The work for this area of the building will consist of removal and disposal of all the existing High Bay Sodium Vapor Lights and replaced with 28 LED High Bay equivalents. The LED lights shall be able to produce 15,000 nominal lumens with a color temperature of 5K with a color index of 90CRI. The lights shall also be able to be auto sensing voltage ranging from 120-277V and should have a wide glass refraction to be able to produce the lighting according to the lighting plan attached. The contractor shall be responsible for all materials and wiring needed for the conversion of the lights.

Acceptable fixtures: Holophane Phuzion PHG LED High Bay or equivalent.

Maintenance Room: The work in this area of the building will consist of removal and disposal of all existing fixtures consisting of both High Bay Sodium Vapor Lights and T12 strip shop lights. The lights shall be replaced with 8 LED High Bay lights and 2 strip shop lights. The High Bay Lights shall be able to produce 18,000 lumens with a color temperature of 5K with color index of 80 CRI. The light shall also be auto sensing voltage from 120-270 V and have wide glass refraction. The LED strip shop lights shall be 96" in length be able to produce 12,000 lumens with a color temperature of 5K with a color index of 80CRI. The lights shall be multiple voltage with a dimming diver from 0-10V. These lights shall be enclosed with an acrylic lineal ribbed frosted lens being able to produce a medium light distribution. These light fixtures shall be able to produce the lighting according to the attached the light plan. The contractor shall be responsible for all materials and wiring needed for the conversion of the lights.

Acceptable fixtures: Holophane Phuzion PHG LED High Bay or equivalent
Holophane EMS LED or equivalent

Recycle Room: The work in this area of the building will consist of removal and disposal of all existing fixtures consisting of T12 strip shop lights. The lights shall be replaced with 4 LED strip shop lights. The LED strip shop lights shall be 96" in length be able to produce 12,000 lumens with a color temperature of 5K with a color index of 80CRI. The lights shall be multiple voltage with a dimming diver from 0-10V. These lights shall be enclosed with an acrylic lineal ribbed frosted lens being able to produce a medium light distribution. These light fixtures shall be able to produce the lighting according to the attached the light plan. The contractor shall be responsible for all materials and wiring needed for the conversion of the lights.

Acceptable fixtures: Holophane EMS LED or equivalent

Tool Crib/Part storage: The work in this area of the building will consist of removal and disposal of all existing fixtures consisting of T12 and T8 strip shop lights. The lights shall be replaced with 10 LED strip shop lights. The LED strip shop lights shall be 96" in length be able to produce 6,000 lumens with a color temperature of 5K with a color index of 80CRI. The lights shall be multiple voltage ranging from 120-227 V. These lights shall be enclosed with an acrylic lineal frosted lens being able to produce a symmetric light distribution. These light fixtures shall be able to produce the lighting according to the attached the light plan. The contractor shall be responsible for all materials and wiring needed for the conversion of the lights.

Acceptable fixtures: Holophane HZL1D LED or equivalent

The contractor will be responsible to ensure the lights are installed in accordance with the IBC 2015 codes and the NEC 2017. Therefore, the price shall include any additional materials, wiring and labor necessary to make the lighting in compliance with these codes. This may include occupancy sensors or other upgrades to the lighting. The contractor will be responsible to acquire a building permit from the City at no cost and schedule inspections from the electrical inspector.

All work will be paid for as a lump sum price for the proposal.

REQUIREMENTS

Completion of Work: All work must be completed within 60 days of the Notice to Proceed.

Manufacturer's Warranty: 5 Year limited warranty from date of manufacture.

Contractor's Warranty: 1 Year Labor Warranty. The contractor shall be responsible to ensure that there is adequate lighting during the installation to allow for the continued use of the spaces as needed by the Street Department employees.

Installer Qualifications: Must be a licensed electrician or electrical contractor in the City of Pekin.

Submittals: Provide one copy of manufacturer's specifications in manual form for each component for the lighting plan.

Permits: Required for all work, but no fees will be charged to the contractors.

SPECIAL PROVISIONS

These special provisions included herein apply to and govern the proposed improvement and in case of conflict with any part or parts of said specifications, said special provisions shall take precedence and shall govern.

CONTRACTOR INFORMATION:

The selected contractor shall be a licensed electrical contractor registered with the City of Pekin or be able to register with the City prior to the start of the work.

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

- Certificate of insurance
- Day and night phone numbers for the contractor's representative
- Certified Weekly Payrolls prior to pay requests.

PREVAILING WAGE:

All Contracts for the Construction of Public Works are subject to the Illinois Prevailing Wage Act (820 ILCS 130/1-12).

COMPLETION DATE:

All work shall be completed within 60 days of Notice to Proceed, except with a written extension approved by the City Engineer.

PUBLIC SAFETY AND CONVENIENCE:

The contractor shall at all times conduct his work so as to ensure the least possible obstructions to the street department and solid waste employees, department operations and inconvenience to the general public and to insure the protection of persons and property in a manner satisfactory to the Engineer. No access will be closed without permission of the Operations Superintendent or City Engineer.

SCHEDULE OF CONSTRUCTION:

Contractor will coordinate with the Operations Superintendent prior to beginning any work and will provide a schedule for the construction.

RIGHTS OF THE MUNICIPALITY:

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

DAMAGE TO EXISTING PAVEMENT/BUILDINGS:

Any pavement or building that is damaged during the construction of this project will be repaired with original materials or there equivalent as required by the City Code. This work and all materials required to perform this work will be incurred by the contractor.

Catalog Number	IBE L24 15000 LM ATC MD	6.6.c
	GZ10 50K 80CRI CS11W DWH	
Notes		
Type	Main Truck Bay	

FEATURES & SPECIFICATIONS

INTENDED USE — Ideal one-for-one replacement of conventional lighting systems such as HID and fluorescent. For use in light Industrial applications such as, warehousing and other large indoor spaces with mounting heights ranging from 10' – permitted. **Certain airborne contaminants can diminish integrity of acrylic and LED's.** [Click here for Acrylic Environmental Compatibility table for suitable uses.](#)

Certain airborne contaminants may adversely affect the functioning of LEDs and other electronic components, depending on various factors such as concentrations of the contaminants, ventilation, and temperature at the end-user location. [Click here for a list of substances that may not be suitable for interaction with LEDs and other electronic components.](#)

CONSTRUCTION — Solid aluminum channel enables superior thermal performance at warm ambient temperatures.

Optional textured semi-diffuse, acrylic lens (ATC) provides glare control and LED protection.

ELECTRICAL — 70% lumen maintenance at >100,000 hours. Thermally protected driver standard with 0-10V dimming, 6kV/3kA surge protection is standard on MVOLT. 10kV/5kA surge protection is standard on HVOLT. Optional 10kV/5kA available on MVOLT. Surge protection is tested in accordance with IEEE/ANSI standards.

Luminaire surge protection level: Designed to with stand up to 6kV/3kA per ANSI C82.77-5-2015.

Luminaire surge protection level: Designed to with stand up to 10kV/5kA per ANSI C82.77-5-2015.

LSXR Sensor option provides increased energy savings.

INSTALLATION — Suitable for suspension by chain, cable, surface-mounting bracket, hook monopoint or single (pendant) monopoint. Surface mounting not recommended. 2" offset mounting can be accomplished with the optional THUN mounting bracket. To maintain ambient listing, fixture should be mounted at a minimum plenum height of 18".

LISTINGS — UL, CUL listed. Damp location listed. Listed for use in ambient operating temperatures from -40°C to 45°C. Thermal management system allows for safe operation during times when temperatures rise to 55°C*.

DesignLights Consortium® (DLC) Premium qualified product. Not all versions of this product may be DLC Premium qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

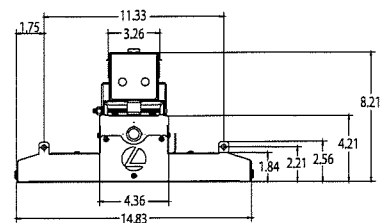
WARRANTY — 5-year limited warranty. Complete warranty terms located at:

www.acuitybrands.com/support/customer-support/terms-and-conditions

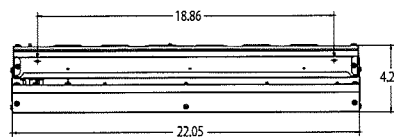
Note: Actual performance may differ as a result of end-user environment and application.

All values are design or typical values, measured under laboratory conditions at 25 °C.

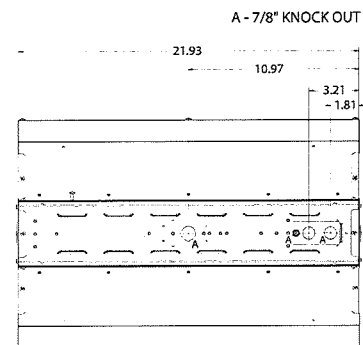
Specifications subject to change without notice.



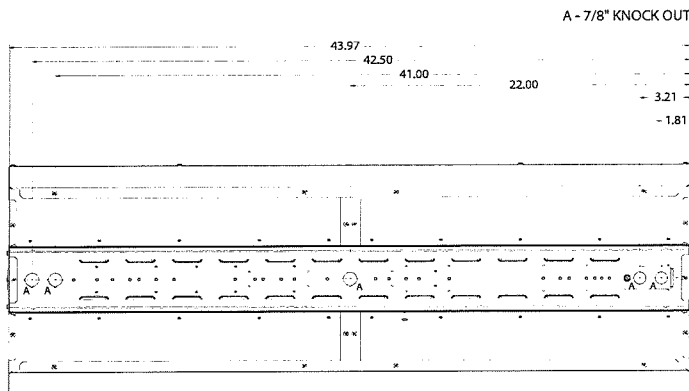
Fixture utilizing back pack



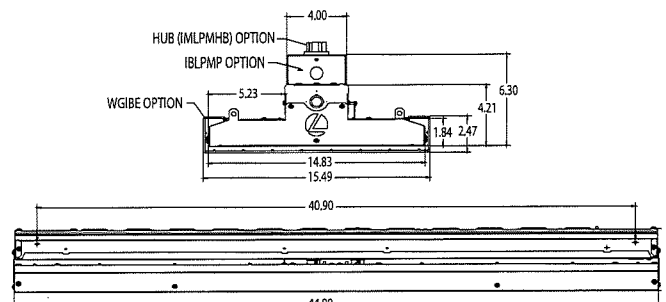
IBE L24 LUMINAIRE



IBE L24 LUMINAIRE



IBE L48 LUMINAIRE



IBE L48 LUMINAIRE

*Prolonged use at 55°C may impact long-term performance.

IBH/IBE CONVERSION

IBH Existing			IBE Contract Select Offering			Need IBE 18L and 24L in a 2X4 to match existing IBH form factor	
IBH Nomenclature	Size	UPC	IBE Nomenclature	Size	UPC	IBE Nomenclature	Size
IBH 12L MVOLT	2X2	889804709100	IBE 12LM MVOLT 40K	2X2	191848491010		
IBH 12000LM SD080 MD MVOLT OZ10 50K 80CRI WH	2x2	889804681499	IBE 12LM MVOLT 50K	2x2	191848491096		
IBH 15000LM SD080 MD MVOLT OZ10 40K 80CRI WH	2x2	889804708370	IBE 15LM MVOLT 40K	2x2	191848194133		
IBH 15000LM SD080 MD MVOLT OZ10 50K 80CRI WH	2x2	889804708370	IBE 15LM MVOLT 50K	2x2	191848491058		
IBH 18L MVOLT	2X4	889804710472	IBE 18LM MVOLT 40K	2X2	191848491027	IBE L48 18000LM SD080 MD MVOLT GZ10 40K 80CRI DWH	2X4
IBH 18000LM SD080 MD MVOLT OZ10 50K 80CRI WH	2X4	889804711738	IBE 18LM MVOLT 50K	2x2	191848491072	IBE L48 18000LM SD080 MD MVOLT GZ10 50K 80CRI DWH	2X4
IBH 24L MVOLT	2X4	889804710335	IBE 22LM MVOLT 40K	2x2	191848491195	IBE L48 22000LM SD080 MD MVOLT GZ10 40K 80CRI DWH	2X4
IBH 24000LM SD080 MD MVOLT OZ10 50K 80CRI WH	2X4	889804712032	IBE 22LM MVOLT 50K	2x2	191848491133	IBE L48 22000LM SD080 MD MVOLT GZ10 50K 80CRI DWH	2X4

PHOTOMETRICS

See www.lithonia.com.

OPERATIONAL DATA

Fixture Length	Lumen Package	Lens Option	40K, 80CRI	50K, 80CRI
L24	12000LM	ATC	11,306	11,652
		SD080	11,377	11,726
		L/LENS	12,267	12,643
	15000LM	ATC	13,967	14,395
		SD080	14,055	14,486
		L/LENS	15,155	15,619
	18000LM	ATC	17,762	18,306
		SD080	17,874	18,422
		L/LENS	19,272	19,863
	22000LM	ATC	21,067	21,712
		SD080	21,200	21,850
		L/LENS	22,859	23,559
L48	18000LM	ATC	18,052	18,605
		SD080	18,166	18,723
		L/LENS	19,587	20,188
	22000LM	ATC	22,564	23,256
		SD080	22,707	23,403
		L/LENS	24,486	25,234
	30000LM	ATC	27,845	28,698
		SD080	28,021	28,880
		L/LENS	30,213	31,139

LUMENS VS. AMBIENT TEMPERATURE

Ambient °C	Ambient °F	Lumen multiplier
0	32	1.035
10	50	1.021
25	77	1.000
30	86	0.993
35	95	0.986
40	104	0.978
45	113	0.971

CHARACTERISTICS

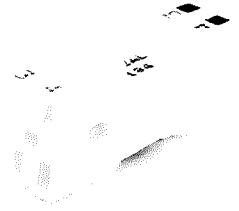
Length	Lumen package	Wattage				Dimensions - Inches (centimeters)			Weight with ATC Lens in Carton	Comparable light source
		120V	277V	347V	480V	Length	Width	Depth		
L24	12000LM	83	82	81	81	22 (55.9)	15-1/4 (38.7)	4-3/8 (11.1)	8.2 lbs (3.7 kg)	175W MH, 4-lamp T8 HBF, 2-lamp T5HO
	15000LM	107	105	104	104	22 (55.9)	15-1/4 (38.7)	4-3/8 (11.1)	8.2 lbs (3.7 kg)	200W MH, 6-lamp T8 NBF
	18000LM	137	137	131	132	22 (55.9)	15-1/4 (38.7)	4-3/8 (11.1)	8.2 lbs (3.7 kg)	250W MH, 6-lamp T8 HBF, 4-lamp T5HO
	22000LM	166	165	161	161	22 (55.9)	15-1/4 (38.7)	4-3/8 (11.1)	8.2 lbs (3.7 kg)	400W MH, 6-lamp T5HO
L48	18000LM	136	136	133	133	44 (111.8)	15-1/4 (38.7)	4-3/8 (11.1)	18 lbs (8.2 kg)	250W MH, 6-lamp T8 HBF, 4-lamp T5HO
	22000LM	166	165	161	161	44 (111.8)	15-1/4 (38.7)	4-3/8 (11.1)	18 lbs (8.2 kg)	400W MH, 6-lamp T5HO
	30000LM	215	213	205	204	44 (111.8)	15-1/4 (38.7)	4-3/8 (11.1)	18 lbs (8.2 kg)	575W MH, 10-lamp T8 HBF

PROJECTED LUMEN MAINTENANCE

Operating hours	0	10,000	20,000	30,000	40,000	50,000	60,000	70,000	80,000	90,000	100,000
Lumen maintenance factor	100%	96%	94%	91%	89%	87%	85%	82%	80%	78%	76%

RRL - RELOC®-Ready Luminaire

- RRL connectors can be used with Quick-Flex®, System 820 and OnePass® systems.
- Load side of connector factory installed to luminaire.
- 4-pole mating connector with push-in terminations allows for simple installation.
- Touch-safe design on both halves meets UL/CSA requirement.
- Wiping contact design allows safe disconnect under load.



ORDERING INFORMATION

Lead times will vary depending on options selected. Consult with your sales representative.

Example: R

Series	Wiring instructions	
RRL RELOC®-ready luminaire	A Hot conductor wired to position #1 (phase A) B Hot conductor wired to position #2 (phase B)	AE Hot conductor wired to position #1 (phase A), hot conductor #2 wired to position #2 (phase B) ¹ C12S Hot conductor in position #1 (phase A), low voltage conductor #1 in position #2, low voltage conductor #2 in position #3 ²

Compatible RELOC® Cables for Industrial Luminaires (shipped and ordered separately)



Notes

- 1 AE commercial fixtures should disconnect the TSPL before unplugging the RRL does not go into discharge mode. Requires fixture to have a battery option.v
- 2 C12S option is used with the OnePass for 0-10V/DALI applications

IMP – Integrated Modular Plug

- The integrated modular plug (IMP) option allows the installer to plug and play.
- Cord sets connect quickly to any fixture with IMP option.

IMP compatible cord sets ¹	
CS1WIMP	Straight plug, 120V
CS3WIMP	Twist-lock, 120V
CS7WIMP	Straight plug, 277V
CS11WIMP	Twist-lock, 277V
CS25WIMP	Twist-lock, 347V
CS93WIMP	600V SE00W white cord, no plug
CS97WIMP	Twist-lock, 480V

Notes

- 1 Cord set required for fixture operation. All cord sets are 18/3, 6' white

FEATURES & SPECIFICATIONS

INTENDED USE — Ideal one-for-one replacement of conventional lighting systems such as HID and fluorescent. For use in light industrial applications such as, warehousing and other large indoor spaces with mounting heights ranging from 10' — permitted. **Certain airborne contaminants can diminish integrity of acrylic and LED's.** [Click here for Acrylic Environmental Compatibility table for suitable uses.](#)

Certain airborne contaminants may adversely affect the functioning of LEDs and other electronic components, depending on various factors such as concentrations of the contaminants, ventilation, and temperature at the end-user location. [Click here for a list of substances that may not be suitable for interaction with LEDs and other electronic components.](#)

CONSTRUCTION — Solid aluminum channel enables superior thermal performance at warm ambient temperatures.

Optional textured semi-diffuse, acrylic lens (ATC) provides glare control and LED protection.

ELECTRICAL — 70% lumen maintenance at >100,000 hours. Thermally protected driver standard with 0-10V dimming, 6kV/3kA surge protection is standard on MVOLT. 10kV/5kA surge protection is standard on HVOLT. Optional 10kV/5kA available on MVOLT. Surge protection is tested in accordance with IEEE/ANSI standards.

Luminaire surge protection level: Designed to with stand up to 6kV/3kA per ANSI C82.77-5-2015.

Luminaire surge protection level: Designed to with stand up to 10kV/5kA per ANSI C82.77-5-2015.

LSXR Sensor option provides increased energy savings.

INSTALLATION — Suitable for suspension by chain, cable, surface-mounting bracket, hook monopoint or single (pendant) monopoint. Surface mounting not recommended. 2" offset mounting can be accomplished with the optional THUN mounting bracket. To maintain ambient listing, fixture should be mounted at a minimum plenum height of 18".

LISTINGS — UL, CUL listed. Damp location listed. Listed for use in ambient operating temperatures from -40°C to 45°C. Thermal management system allows for safe operation during times when temperatures rise to 55°C*.

DesignLights Consortium® (DLC) Premium qualified product. Not all versions of this product may be DLC Premium qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

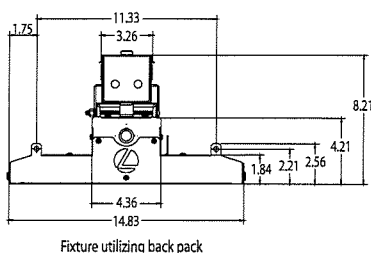
WARRANTY — 5-year limited warranty. Complete warranty terms located at:

www.acuitybrands.com/support/customer-support/terms-and-conditions

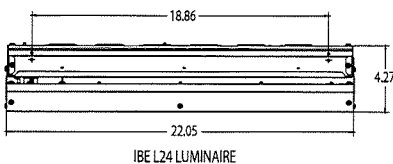
Note: Actual performance may differ as a result of end-user environment and application.

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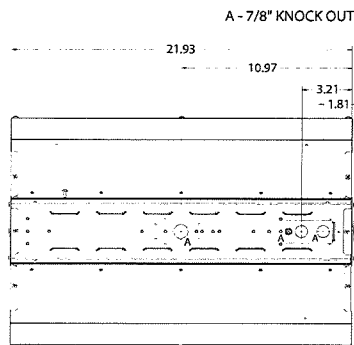
Specifications subject to change without notice.



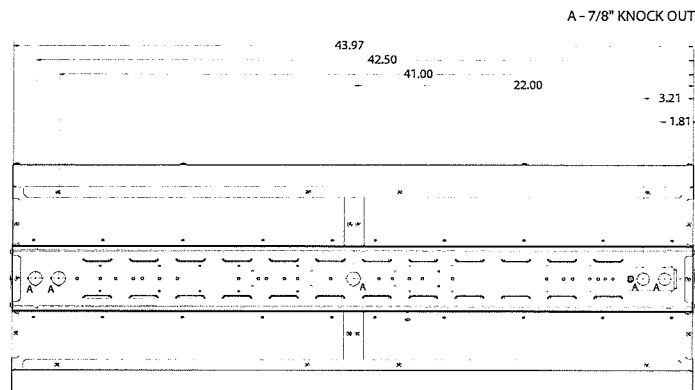
Fixture utilizing back pack



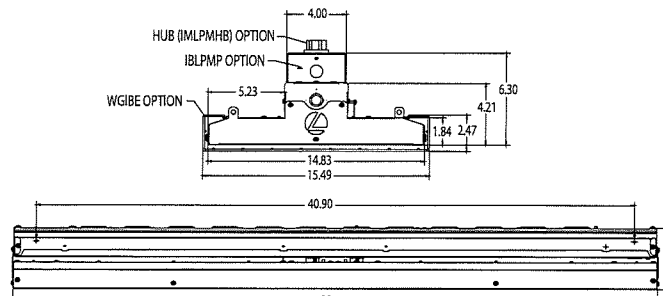
IBE L24 LUMINAIRE



IBE L24 LUMINAIRE



IBE L48 LUMINAIRE



IBE L48 LUMINAIRE

*Prolonged use at 55°C may impact long-term performance.

Catalog Number	IBE L24 18000LM ATC M	6.6.c
Notes	GZ10 50K 80CRI CS11W DWH	
Type	Maintenance Room	

LED High I

I-BEAM® IBI

12,000 through 30,000 Lum



IBH/IBE CONVERSION

IBH Existing			IBE Contract Select Offering			Need IBE 18L and 24L in a 2X4 to match existing IBH form factor	
IBH Nomenclature	Size	UPC	IBE Nomenclature	Size	UPC	IBE Nomenclature	Size
IBH 12L MVOLT	2X2	889804709100	IBE 12LM MVOLT 40K	2X2	191848491010		
IBH 12000LM SD080 MD MVOLT OZ10 50K 80CRI WH	2x2	889804681499	IBE 12LM MVOLT 50K	2x2	191848491096		
IBH 15000LM SD080 MD MVOLT OZ10 40K 80CRI WH	2x2	889804708370	IBE 15LM MVOLT 40K	2x2	191848194133		
IBH 15000LM SD080 MD MVOLT OZ10 50K 80CRI WH	2x2	889804708370	IBE 15LM MVOLT 50K	2x2	191848491058		
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PHOTOMETRICS

See www.lithonia.com.

OPERATIONAL DATA

Fixture Length	Lumen Package	Lens Option	40K, 80CRI	50K, 80CRI
L24	12000LM	ATC	11,306	11,652
		SD080	11,377	11,726
		L/LENS	12,267	12,643
	15000LM	ATC	13,967	14,395
		SD080	14,055	14,486
		L/LENS	15,155	15,619
	18000LM	ATC	17,762	18,306
		SD080	17,874	18,422
		L/LENS	19,272	19,863
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		SD080	21,200	21,850
		L/LENS	22,859	23,559
L48	18000LM	ATC	18,052	18,605
		SD080	18,166	18,723
		L/LENS	19,587	20,188
	22000LM	ATC	22,564	23,256
		SD080	22,707	23,403
		L/LENS	24,486	25,234
	30000LM	ATC	27,845	28,698
		SD080	28,021	28,880
		L/LENS	30,213	31,139

LUMENS VS. AMBIENT TEMPERATURE

Ambient °C	Ambient °F	Lumen multiplier
0	32	1.035
10	50	1.021
25	77	1.000
30	86	0.993
35	95	0.986
40	104	0.978
45	113	0.971

CHARACTERISTICS

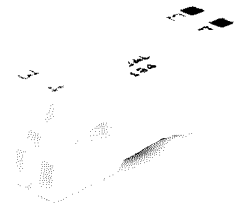
Length	Lumen package	Wattage				Dimensions - Inches (centimeters)			Weight with ATC Lens in Carton	Comparable light source
		120V	277V	347V	480V	Length	Width	Depth		
L24	12000LM	83	82	81	81	22 (55.9)	15-1/4 (38.7)	4-3/8 (11.1)	8.2 lbs (3.7 kg)	175W MH, 4-lamp T8 HBF, 2-lamp T5HO
	15000LM	107	105	104	104	22 (55.9)	15-1/4 (38.7)	4-3/8 (11.1)	8.2 lbs (3.7 kg)	200W MH, 6-lamp T8 NBF
	18000LM	137	137	131	132	22 (55.9)	15-1/4 (38.7)	4-3/8 (11.1)	8.2 lbs (3.7 kg)	250W MH, 6-lamp T8 HBF, 4-lamp T5HO
	22000LM	166	165	161	161	22 (55.9)	15-1/4 (38.7)	4-3/8 (11.1)	8.2 lbs (3.7 kg)	400W MH, 6-lamp T5HO
L48	18000LM	136	136	133	133	44 (111.8)	15-1/4 (38.7)	4-3/8 (11.1)	18 lbs (8.2 kg)	250W MH, 6-lamp T8 HBF, 4-lamp T5HO
	22000LM	166	165	161	161	44 (111.8)	15-1/4 (38.7)	4-3/8 (11.1)	18 lbs (8.2 kg)	400W MH, 6-lamp T5HO
	30000LM	215	213	205	204	44 (111.8)	15-1/4 (38.7)	4-3/8 (11.1)	18 lbs (8.2 kg)	575W MH, 10-lamp T8 HBF

PROJECTED LUMEN MAINTENANCE

Operating hours	0	10,000	20,000	30,000	40,000	50,000	60,000	70,000	80,000	90,000	100,000
Lumen maintenance factor	100%	96%	94%	91%	89%	87%	85%	82%	80%	78%	76%

RRL - RELOC®-Ready Luminaire

- RRL connectors can be used with Quick-Flex®, System 820 and OnePass® systems.
- Load side of connector factory installed to luminaire.
- 4-pole mating connector with push-in terminations allows for simple installation.
- Touch-safe design on both halves meets UL/CSA requirement.
- Wiping contact design allows safe disconnect under load.



ORDERING INFORMATION

Lead times will vary depending on options selected. Consult with your sales representative.

Example: RRL

Series	Wiring instructions	
RRL RELOC®-ready luminaire	A Hot conductor wired to position #1 (phase A) B Hot conductor wired to position #2 (phase B)	AE Hot conductor wired to position #1 (phase A), hot conductor #2 wired to position #2 (phase B) ¹ C12S Hot conductor in position #1 (phase A), low voltage conductor #1 in position #2, low voltage conductor #2 in position #3 ²

Compatible RELOC® Cables for Industrial Luminaires (shipped and ordered separately)



Notes

- ¹ AE commercial fixtures should disconnect the TSPL before unplugging the RRL. does not go into discharge mode. Requires fixture to have a battery option.v
- ² C12S option is used with the OnePass for 0-10V/DALI applications

IMP – Integrated Modular Plug

- The integrated modular plug (IMP) option allows the installer to plug and play.
- Cord sets connect quickly to any fixture with IMP option.

IMP compatible cord sets ¹	
CS1WIMP	Straight plug, 120V
CS3WIMP	Twist-lock, 120V
CS7WIMP	Straight plug, 277V
CS11WIMP	Twist-lock, 277V
CS25WIMP	Twist-lock, 347V
CS93WIMP	600V SE00W white cord, no plug
CS97WIMP	Twist-lock, 480V

Notes

- ¹ Cord set required for fixture operation. All cord sets are 18/3, 6' white.

FEATURES & SPECIFICATIONS

INTENDED USE — A general purpose and energy-efficient surface-mounted or suspended LED fixture, suitable for wet, damp and/or cold locations. For vapor-tight demanding environments where moisture or dust is a concern and where relatively low fixture mounting heights and wide fixture spacing are common. Typical applications include industrial facilities, parking garages, retail malls, multi-purpose rooms, garden centers, and food processing. **Certain airborne contaminants can diminish the integrity of acrylic and/or polycarbonate.** [Click here for Acrylic-Polycarbonate Compatibility table for suitable use.](#)

Certain airborne contaminants may adversely affect the functioning of LEDs and other electronic components, depending on various factors such as concentrations of the contaminants, ventilation, and temperature at the end-user location. [Click here for a list of substances that may not be suitable for interaction with LEDs and other electronic components.](#)

CONSTRUCTION — One-piece SVA fiberglass housing with integral perimeter channel utilizing continuous poured-in-place NEMA 4X gasket. Approved as a wireway and for through wiring. Captive polymeric latches are standard. Stainless steel latches (#316) available as an option for food processing or more demanding applications.

Power connection is easily accomplished through pre-drilled holes. Fixture easily mounts to ceilings and other solid structures, or can be suspended with chain, cable or rod using stainless steel mounting brackets (included).

OPTICS — Injection molded, acrylic lens (.080" thick) provides high impact-resistance comparable to 100% DR. A UV stabilized polycarbonate diffuser is available (.080" thick) in clear or frosted for additional impact strength where vandal protection is desired.

Expected service life of 60,000 hours at 80% lumen maintenance (L80); predicted life of more than 100,000 hours.

ELECTRICAL — Utilizes high-efficiency LEDs mounted to core circuit boards. High-efficiency drivers operate 120-277 (MVOLT) and 347-480 (HVOLT) offered with 0-10 volt dimming. Standard Luminaire Surge Protection Level: 6kV/3kA Surge Rated per ANSI C82.77-5-2015.

INSTALLATION — Fixture can be surface or suspended mounted. Pre-punched stainless steel mounting brackets are included (two per luminaire) for easy field-attachment of bolts, screws and other mounting hardware. A covered ceiling is not required to maintain wet location listing or IP rating.

LISTINGS — CSA Certified to UL and C-UL Standards. Suitable for wet location. Covered ceiling not required to maintain wet location listing or IP ratings. IP65, IP66, IP67 rated and certified to meet NSF Splash Zone 2. NEMA 4X rated. Sensors maintain IP65 and IP66 only. See chart on page 5 for Ambient Temperatures. DesignLights Consortium® (DLC) Premium qualified product and DLC qualified product. Not all versions of this product may be DLC Premium qualified or DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

WARRANTY — 5-year limited warranty. Complete warranty terms located at: www.acuitybrands.com/support/customer-support/terms-and-conditions

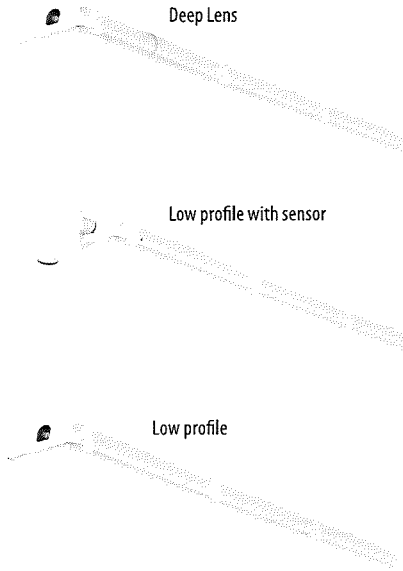
NOTE: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

Stock configurations are offered for shorter lead times:

Standard Part Number	Stock Part Number
FEM L48 4000LM LPAFL MD MVOLT GZ10 40K 80CRI	FEM L48 4L MVOLT
FEM L48 4000LM LPAFL MD MVOLT GZ10 50K 80CRI	FEM L48 4L MVOLT 5K

Catalog Number	FEM L96 12000LM IMA FL MD GZ10 50K 80 CRI	6.6.c
Notes		
Type	Maintenance & Recycle Rooms	

Low-Profile Enclosed and Gasketed Industrial



FEM LED

SURFACE/ SUSPENDED MOUNT



CSA+ Capable Luminaire

This item is an A+ capable luminaire, which has been designed and tested to provide consistent color appearance and out-of-the-box control compatibility with simple commissioning.

- All configurations of this luminaire meet the Acuity Brands' specification for chromatic consistency
- This luminaire is part of an A+ Certified solution for nLight® or XPoint™ Wireless control networks marked by a shaded background*

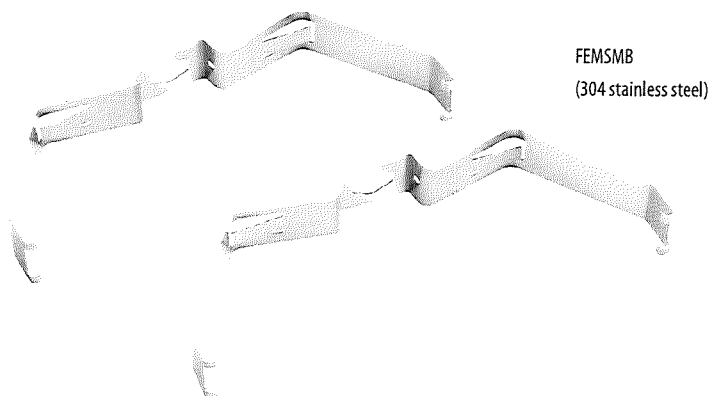
To learn more about A+, visit www.acuitybrands.com/aplus.

*See ordering tree for details

* Option Value Ordering Restrictions	
Option value	Restriction
L24	Not available with BE6WCP.
L48	Not available with PMP4X or WLFMP.
L96	Not available with WLFMP.
HVOLT	When ordered with L24 available with 6000LM only. When ordered with L48 not available with 3000LM or 4000LM. Not available with XAD or XPA SBOR10.
BE6WCP	Not available with L24 length. Order with CNP164CWWL when unswitched hot is required for battery.
E10WMCP	Order with CNP164CWWL when unswitched hot is required for battery.
WLFEND	Available with cord or sensor option. Choose only one.
WLFEND2	Not available with sensor or cord options.
WLFMP	Available only with L24.
CNP16WWL	Not available with BE6WCP or E10WMCP.
CNP16WWL12FT	Not available with BE6WCP or E10WMCP.
CPSB16YWL BH	Not available with BE6WCP or E10WMCP.
CPSB16YWL12FT BH	Not available with BE6WCP or E10WMCP.
CRSB16YWL BH	Not available with BE6WCP or E10WMCP.
XPA SBOR6	Not available with HVOLT.
XAD	Not available with HVOLT.

Accessories: Order as separate catalog number.	
MHCH 36	Jack chain 36" (pair)
MHHK120	10' single leg air craft cable (ships as pair)
MHHK120SS	10' single leg air craft cable, stainless steel (ships as pair)
RK1 T10BIT W/PIN U	Hex-base driver bit, Torx TX10, for tamper resistant screws with center reject pin
FEMDPMB	Dual pendant mounting bracket (ships as a pair)
FEMANGBKT	Angle bracket (ships as pair)
FEMSMB	Surface mount bracket (ships as pair)

MOUNTING OPTIONS



FEMSMB
(304 stainless steel)

CSA LISTED AMBIENT RATING*

		Standard** (surface)"	Standard** (suspended)"	E10WMCP (surface)	E10WMCP (suspended)	BE6WCP (surface)	BE6WCP (suspended)	XAD (surface)	XAD (suspended)
L24	2000LM	35°C	50°C	5°C - 25°C	5°C - 35°C	-20°C - 25°C	-20°C - 35°C	30°C	45°C
	3000LM	35°C	50°C	5°C - 25°C	5°C - 35°C	-20°C - 25°C	-20°C - 35°C	30°C	45°C
	4000LM	35°C	50°C	5°C - 25°C	5°C - 35°C	-20°C - 25°C	-20°C - 35°C	30°C	45°C
	6000LM	35°C	50°C	5°C - 25°C	5°C - 35°C	-20°C - 25°C	-20°C - 35°C	30°C	45°C
L48	3000LM	35°C	50°C	5°C - 25°C	5°C - 35°C	-20°C - 25°C	-20°C - 35°C	30°C	45°C
	4000LM	35°C	50°C	5°C - 25°C	5°C - 35°C	-20°C - 25°C	-20°C - 35°C	30°C	45°C
	6000LM	35°C	50°C	5°C - 25°C	5°C - 35°C	-20°C - 25°C	-20°C - 35°C	30°C	45°C
	8000LM	35°C	50°C	5°C - 25°C	5°C - 35°C	-20°C - 25°C	-20°C - 35°C	30°C	45°C
	10000LM	35°C	50°C	5°C - 25°C	5°C - 35°C	-20°C - 25°C	-20°C - 35°C	30°C	45°C
	12000LM	35°C	50°C	5°C - 25°C	5°C - 35°C	-20°C - 25°C	-20°C - 35°C	30°C	45°C
L96	9000LM	35°C	50°C	5°C - 25°C	5°C - 35°C	-20°C - 25°C	-20°C - 35°C	30°C	45°C
	12000LM	35°C	50°C	5°C - 25°C	5°C - 35°C	-20°C - 25°C	-20°C - 35°C	30°C	45°C
	15000LM	35°C	50°C	5°C - 25°C	5°C - 35°C	-20°C - 25°C	-20°C - 35°C	30°C	45°C
	18000LM	35°C	50°C	5°C - 25°C	5°C - 35°C	-20°C - 25°C	-20°C - 35°C	30°C	45°C
	20000LM	35°C	50°C	5°C - 25°C	5°C - 35°C	-20°C - 25°C	-20°C - 35°C	30°C	45°C
	24000LM	35°C	50°C	5°C - 25°C	5°C - 35°C	-20°C - 25°C	-20°C - 35°C	30°C	45°C

*Minimum Ambient is -30°C unless noted,
**All options not specifically listed in this table are considered standard

HVOLT SCALE FACTOR

	Factor
2000LM	0.814
3000LM	0.814
4000LM	0.814
6000LM	0.835
8000LM	0.845
9000LM	0.850
10000LM	0.850
12000LM	0.845
15000LM	0.860
18000LM	0.880
20000LM	0.845
24000LM	0.865

CONFIGURATION WEIGHTS

	Standard	w/ Sensor	w/ Battery
L24	8	9	9
L48	11	12	12
L96	23	24	24

Attachment: SCHWARTZ ELECTRIC (2116 : Receive and File Bids for Replacement Lighting for Street Department Project)

FEATURES & SPECIFICATIONS

INTENDED USE — Inspired by classic fluorescent strip channels, this LED fixture offers a traditional appearance that incorporates the latest technology. Available in several color temperatures, lumen packages and lengths. Ideal for use in commercial, retail, office, warehouse and display applications. **Certain airborne contaminants can diminish integrity of acrylic and/or polycarbonate.** [Click here for Acrylic-Polycarbonate Compatibility table for suitable uses.](#)

Certain airborne contaminants may adversely affect the functioning of LEDs and other electronic components, depending on various factors such as concentrations of the contaminants, ventilation, and temperature at the end-user location. [Click here for a list of substances that may not be suitable for interaction with LEDs and other electronic components.](#)

CONSTRUCTION — Compact-design channel and cover are formed from code-gauge cold-rolled steel. Easy to install row aligner bracket included for continuous row mounting.

Finish: High-gloss, baked white enamel (standard).

OPTICS — LEDs provide 80+ color rendering index (CRI) at 3500K, 4000K and 5000K. Diffuse polycarbonate lens provides smooth, linear illumination which is designed to resemble the classic look of traditional fluorescent lamps.

Lumen output exceeds 1,000 lumens per foot. Luminaire should be installed in applications where ambient temperatures do not exceed maximum ambient operating temperature of 95°F (35°C).

ELECTRICAL — Luminaire Surge Protection Level: Designed to withstand up to 2.5kV/0.75kA per ANSI C82.77-5-2015. For applications requiring higher level of protection additional surge protection must be provided.

INSTALLATION — Fixture may be surface or suspension mounted with appropriate mounting options (see accessories). Aligner locks in place for easy continuous row mounting.

LISTINGS — CSA certified to US and Canadian safety standards and listed suitable for damp locations. Minimum starting temperature at -40°F (-40°C). Maximum ambient operating temperature of 95°F (35°C).

DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/OPL to confirm which versions are qualified.

WARRANTY — 5-year limited warranty. Complete warranty terms located at: www.acuitybrands.com/support/customer-support/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

ORDERING INFORMATION

Lead times will vary depending on options selected. Consult with your sales representative.

Example: CDS L48 MVOLT DM 40K 80CRI

Series	Length	Voltage	Driver	Color temperature	Color rendering index	Finish
CDS LED striplight	L48 48"	MVOLT 120-277V	DM 0-10V dimming	35K 3500 K	80CRI 80 CRI	WH White
	L96 96"	347 347V		40K 4000 K		
				50K 5000 K		

Accessories: Order as separate catalog number.

HC36	Chain hanger and jack chain, 36" (pair)
ZACVH	Aircraft cable 10' (one pair)
SQ	Swivel-stem hanger (specify length in 2" increments)
MNLK JBOXCVR M12	Junction box cover with hardware, white
rPP20D	nLight® air dimming/switching module

Capable Luminaire

This item is an A+ capable luminaire, which has been designed and tested to provide consistent color appearance and out-of-the-box control compatibility with simple commissioning.

- All configurations of this luminaire meet the Acuity Brands' specification for chromatic consistency
- This luminaire is part of an A+ Certified solution for nLight® or XPoint™ Wireless control networks marked by a shaded background*

To learn more about A+, visit www.acuitybrands.com/aplus.

*See ordering tree for details

Catalog Number	CDS L96 MVOLT DM 50K WH	6.6.c
Notes		
Type	Tool Crib / Up Stairs Storage	

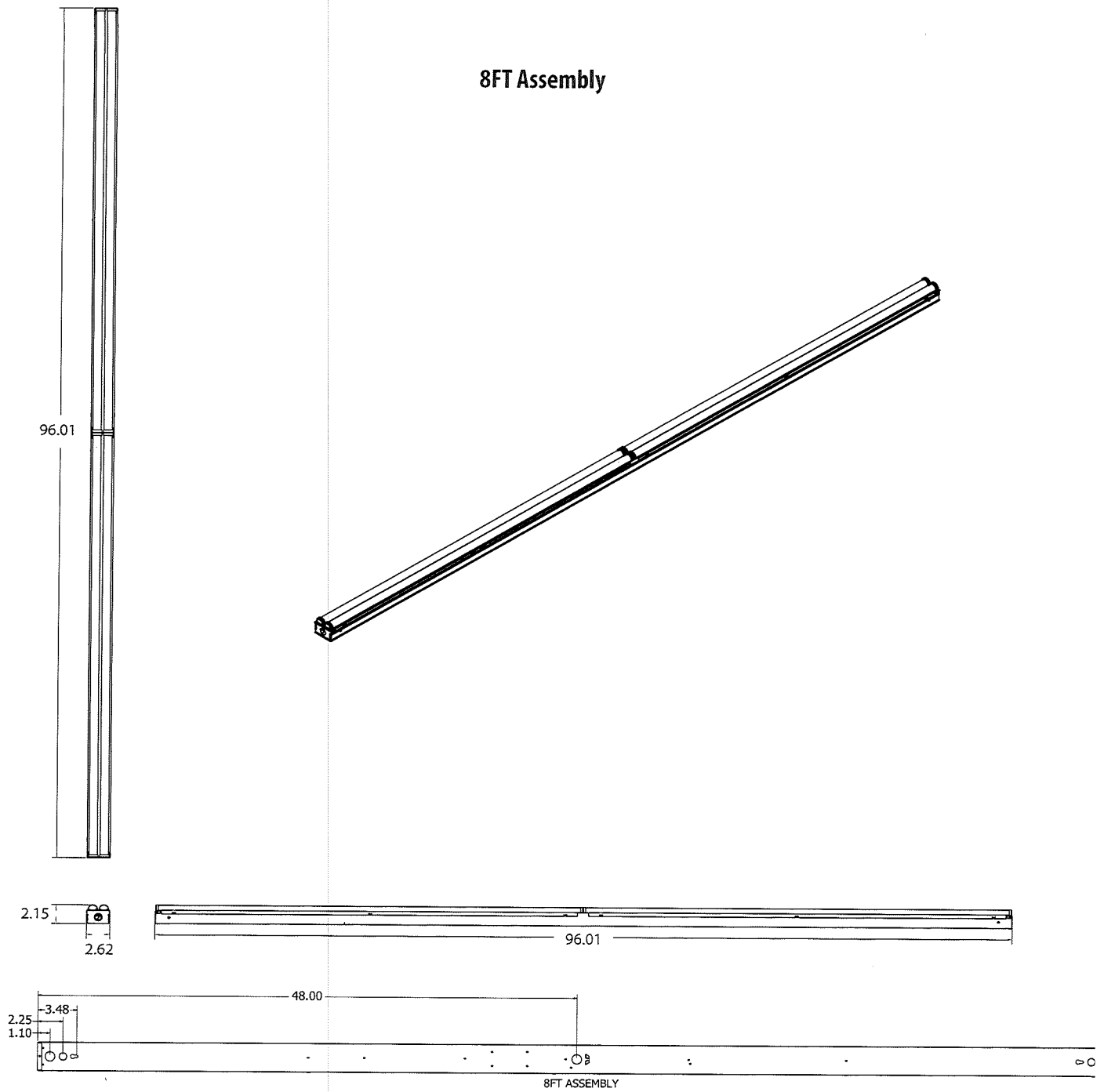
LED Striplight

CD



DIMENSIONS

All dimensions are shown in inches (centimeters) unless otherwise noted.

**PHOTOMETRICS**

Please see www.lithonia.com.



BID SHEET

ITEM OF WORK	UNIT	QUANTITY	BID PRICE
Removal and replacement of 36 High Bay Light Fixtures and 16 strip shop lights for the Street Department with LED lighting and all associated work in accordance with Ameren Energy Incentive program, the 2015 IBC and 2017 NEC	Lump Sum	1	11,670.00
Total			Voluntary Altern Included

Contract Name: OBERLANDER ElectricSigned By: Joe SchweigertTitle: P/M - EstimatorAddress: 2101 N. MAIN ST.EAST PEORIA, ILDate 4-7-2020



City of Pekin

PUBLIC PROPERTY DEPARTMENT

ADDENDUM #1

Request for Proposals
Street Lighting Replacement
Public Property- 1208 Koch St
City of Pekin

Per this addendum, the following changes to the specifications shall be made and/or questions answered:

1. In what is labeled the main truck bay, we are doing 1 for 1 that is currently in that area (25) and adding 3 for 28 total.
2. In the tool crib/Part storage room, we do not need 10 LED strip lights in there. We said 5 max, and we can do 5 upstairs in the area above the offices. If you think 4 is enough and 6 upstairs that's fine, as long as we keep 10 because that's what we submitted to Ameren.
3. Maintenance room (truck wash Bay Area) is pretty self explanatory. 1 for 1 in there and adding 2-96" LED strip lights. The drawing shows the strip lights over the center of the area where trucks are being washed.
4. Recycle Room- Remove all structures and add 4-96" LED strip lights.
5. You as a contractor as responsible to remove all existing fixtures as well as disposing of them properly.
6. The fixtures do not have to be Holophane lights, but something equivalent to them is required. The fixtures do not have to be round like the existing ones, they can be square.
7. We are classified as a DS2 according to Ameren.

Please sign this acknowledge this addendum and include it with the proposal.

Acknowledged by:

Date:

4-7-20

Brett Olson, Operations Supervisor
1208 Koch Street, Pekin, IL 61554

Phone (309) 478-5433 * Fax (309) 477-2322 * Email: baolson@ci.pekin.il.us

Attachment: OBERLANDER ELECTRIC (2116 : Receive and File Bids for Replacement Lighting for Street Department Project)



City of Pekin

PUBLIC PROPERTY DEPARTMENT

ADDENDUM #2

Request for Proposals
Street Lighting Replacement
Public Property- 1208 Koch St
City of Pekin

Per this addendum, the following changes to the specifications shall be made and/or questions answered:

1. Please submit the rebate to Ameren for the City of Pekin and include that in your bid.

Please sign this acknowledge this addendum and include it with the proposal.

Acknowledged by:

A handwritten signature in black ink, appearing to read "Joe Schweigert", written over a horizontal line.

Date:

4-7-20

Brett Olson, Operations Supervisor
1208 Koch Street, Pekin, IL 61554

Phone (309) 478-5433 * Fax (309) 477-2322 * Email: baolson@ci.pekin.il.us

Attachment: OBERLANDER ELECTRIC (2116 : Receive and File Bids for Replacement Lighting for Street Department Project)



ASSESSMENT REPORT NUMBER: 12567

City Of Pekin

CUSTOMER CONTACT:

Dan Jost

1208 Koch Street

Pekin IL 61554



Office: 309.692.6994
Cell: 309.264.1762
Fax: 309.306.0122

Brian Smallberger
Vice President

E-mail: office@sslmse.com
Website: www.signslightingelectrical.com

6.6.e

APPLICATION DATE: 4/7/2020

Email:

Phone: 520.609.8352

PROJECT SUMMARY:

Total Project Cost:

\$13,615.04

Project Incentive Amount:

\$3,415.04

Customer's Total Cost:

\$10,200.00



Potential Payback
In Months:

71.0



Estimated Annual
Electric Dollars Saved:

\$1,730.67

THE COST OF WAITING:

Daily Cost of Waiting: \$4.74

Monthly Cost of Waiting: \$144.22

The Ameren Illinois Energy Efficiency Program helps offset the cost of implementing an energy-savings project by providing incentives to help you start saving now! When weighing the project cost, incentive amount, and project payback against the cost of waiting — the choice to act now seems obvious!

Potential payback numbers and return on investment are calculated based on project site data and average energy data of Small Businesses in the Ameren Illinois service territory. The actual savings and payback rate you experience may vary.



CUSTOMER SITE DETAILS:

City Of Pekin

Dan Jost

1208 Koch Street

Pekin

Phone: 520.609.8352

Email:

SMALL BUSINESS PROGRAM ALLY:

S & S Lighting Maintenance, Inc.

David Miller

4305 N Main St.

East Peoria IL 61611

Phone:

Email: sales@sslmse.com

PROPOSED MEASURES

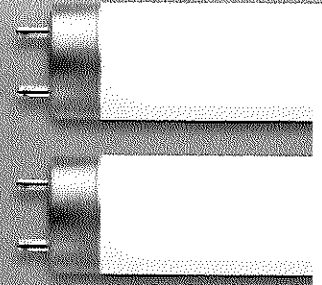
MEASURE DESCRIPTION	LOCATION	QTY.	TOTAL INCENTIVE	TOTAL COPAY
LED Highbay or Lowbay Fixture Replacing HID	150w to 105w led highbay	35	\$2,136.23	\$7,000.00
LED Fixture replacing existing T12 8' lamps and ballasts	2 lamp t12 to 72w LED 8' fixture	16	\$475.20	\$3,200.00
LED Fixture replacing existing T8/T5 4' lamps and ballasts	T8 4lamp 8' fixture removal	4	\$292.86	\$0.00
LED Fixture replacing existing T12 8' lamps and ballasts	t12 2 lamp fixture removal	5	\$510.75	\$0.00
*Ameren Illinois incentives are not guaranteed until the customer signed assessment report is reviewed and approved.			Line Item Copay Total	\$10,200.00
				\$0.00
TOTAL			\$3,415.04	\$10,200.00





The Lowdown on LEDs

ENERGY STAR®-qualified LED lighting uses at least 80 percent less energy than incandescent lighting, which cuts operating costs. And because it lasts 35 to 50 times longer than incandescent lighting — and up to five times longer than fluorescent lighting — you'll save on maintenance costs too!



WHAT HAPPENS NEXT?

- » The Small Business Program Ally will contact you to schedule the installation
- » Installation will be completed
- » Customer sign-off is needed on completed work order
- » Agreed upon customer copay is due to the Small Business Program Ally
- » A Program Energy Advisor may inspect your project to ensure Program protocols are followed
- » You may receive a customer satisfaction follow-up call after your project is completed

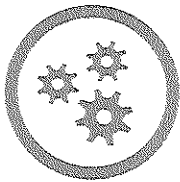
Energy Analyzer Tool

The Energy Analyzer is free to use, and available exclusively for Ameren Illinois business customers. Register NOW using your account number and ZIP code to see how your energy use is trending over time and discover ways to reduce your energy use and your bill.

Visit AmerenIllinoisSavings.com/Engage with your account number and business ZIP code to register today!

MORE WAYS TO SAVE

No matter what industry you serve, you can take advantage of equipment-specific incentives through the Ameren Illinois Energy Efficiency Program such as:



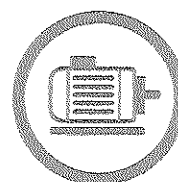
Custom
Incentives



HVAC &
Water Heaters



Compressed Air Leak
Survey & Repair



Motor Efficiency
Upgrades





AGREEMENT FOR SITE ACCESS, SITE AUDIT AND MEASURE INSTALLATION

INTRODUCTION

This ("Agreement") per the date on the signature page is entered into by and between ("Small Business Ally") and ("Customer"). Customer is the owner or is in possession of certain real property situated in Illinois (the "Facility"), at the address listed on the cover page of this report

Customer desires to grant Small Business Ally access to Facility for the purposes of certain work related to the installation and inspection of measures for Customer (the "Project"), subject in all respects to the terms and conditions of this Agreement.

The Customer agrees to grant Small Business Ally access to that Facility for the purposes of this Project, which includes installation of measures, which are anticipated to help Customer save electric and/or natural gas energy, and money, as well as possible pre- and/or post-installation inspections.

The Small Business Ally is receiving funds from Ameren Illinois for this Small Business project. This is an Ameren Illinois Energy Efficiency Offering agreement for use by eligible customers. Leidos, Inc. (the "Prime Implementer") is the implementer of this Offering as a subcontractor to Ameren Illinois who administers the Ameren Illinois Energy Efficiency funds.

THE FOLLOWING TERMS WILL GOVERN THIS PROJECT:

SMALL BUSINESS PROGRAM ALLY AGREES AS FOLLOWS:

1. **Customer Convenience:** The Small Business Program Ally will coordinate visits to the Facility with the Customer, so as to minimize any disruptions or inconvenience to the Customer.
2. **Auditing and Installation:** Small Business Ally will install Energy Efficiency Measures (Measures) approved by the Customer as set in this document. Energy Advisors will conduct inspections as required by the Offering.
3. **Compliance with Laws:** Small Business Ally agrees to, and will cause its contractors, subcontractors (of any tier), agents, representatives, consultants, employees and servants (collectively, the "Small Business Ally Parties"), to comply with all federal, state, and local laws, ordinances, statutes, regulations, judicial decisions, orders, injunctions, writs, rulings, interpretations, rules, permits or certificates of any court, arbitrator or other governmental authority, including but not limited to, the requirements of the U.S. Environmental Protection Agency and the Occupational Safety and Health Administration which apply to its actions at the Facility or to the Project.
4. **Compliance with Ameren Illinois Energy Efficiency Programs:** Small Business Ally shall purchase and install Measures that have not received incentives from another Ameren Illinois Energy Efficiency Program, Offering, or Initiatives.
5. **Permission:** Customer shall permit Small Business Ally, and it's Small Business Ally Parties, to install Customer-approved Measures, and Customer shall provide payment to Small Business Ally for Measures that require co-payment, as set forth in this document.
6. **Inspections:** Customer shall permit Offering staff reasonable access to and egress from the Facility during normal business hours to carry out required Offering inspections. The Inspection shall not interfere with Customer's use of the Facility.
7. **Payment:** Customer shall pay amounts set forth in this document for Measures that require customer co-payment to the Small Business Ally. Customer is not required to purchase any other goods or services from Small Business Ally as a condition to receive assessments or eligible Measures. Additional charges: Taxes due via an IRS 1099 form are the responsibility of the customer.





AGREEMENT FOR SITE ACCESS, SITE AUDIT AND MEASURE INSTALLATION

SMALL BUSINESS PROGRAM ALLY AGREES AS FOLLOWS *(continued)*:

8. **Marketing:** Customer will not use the corporate name, logo, identity, any affiliation, or any related logo of Ameren Illinois and/or Ameren Illinois Energy Efficiency program and/or Offering Implementer (collectively the "Energy Efficiency Sponsors"), for any marketing, advertising or solicitation without prior written consent of any of the affected Energy Efficiency Sponsors. Such written consent may be withheld in Ameren Illinois' sole discretion. When referencing any of the Energy Efficiency Sponsors' involvement with any project, Customer shall collaborate with relevant Energy Efficiency Sponsor to prepare any written communications and to plan for any news conference. Customer further agrees to provide the Energy Efficiency Sponsors for its written approval prior to publication, a written copy of any advertisements or promotional material regarding this program prior to publishing any such advertisements or promotional material.
9. **Disclaimers, Representations, and Warranties:** The Energy Efficiency Sponsors do not endorse any Small Business Ally, manufacturer, product, system, or design by offering assessments, Measures or incentives through this Offering. The Energy Efficiency Sponsors are not responsible for any tax liability imposed on Customer as a result of the payment of incentives. Energy Efficiency Sponsors make no representation or warranty, and assumes no liability with respect to the quality, safety, performance, or other aspect of any design, consulting, product, system, equipment, or appliance installed or received and expressly disclaims any such representations, warranties, and liability, including, but not limited to, any implied warranties of merchant ability or fitness for a particular purpose. The Energy Efficiency Sponsors do not guarantee that installation and operation of incentivized Measures will result in reduced energy usage or in cost savings. The Energy Efficiency Sponsors are not responsible for the proper disposal/recycling of any waste generated as a result of this project, including the implementation of installation of Measures. The Energy Efficiency Sponsors are not liable for any damages, including any incidental or consequential damages, arising out of the operation or malfunction of the products, equipment, or appliances, or the installation thereof related to the project or the Measures that are implemented.
10. **Monitoring, Verification, Record Keeping, and Right to Inspect:** Ameren Illinois and independent third party/parties evaluate program efficacy by monitoring energy use/production prior to and after installation of your energy efficiency measures. Ameren Illinois, and its designated representatives shall have the right to monitor energy use/production prior to and after installation of the Measures or to perform an inspection of project records or the Measures implemented as part of the project itself to evaluate efficacy of the Measures for a period of two (2) years from the date of incentive payment.
11. **Energy Use Data:** Customer agrees to allow Ameren Illinois approval to review two (2) years of Customer's electric and/or gas energy usage data prior to Measure installation and two (2) years of Customer's electric and/or gas energy usage information after Measure installation.
12. **Indemnification:** Customer agrees to protect, indemnify, defend and hold harmless Ameren Illinois, the Prime Implementer (Leidos, Inc.), and their respective affiliates, subsidiaries, parent companies, officers, directors, agents, subcontractors, and employees (collectively the "Indemnities"), against all losses, damages, expenses, fees, costs and liability arising from any program, design, consulting, Measures, product, system, equipment, or appliance. Customer agrees that such obligations under this section shall survive any expiration or termination of this Agreement and shall not be limited to any remunerations herein of required insurance coverage. To the maximum extent permitted by law, the Customer agrees to limit Indemnities' liability to the Customer for any reason to the total amount of payments identified in this Agreement. This limitation shall apply regardless of the cause of action or legal theory pled or asserted. Customer hereby expressly waives the right to specifically enforce this Agreement.
13. **Misrepresentation:** Making false statements on any Ameren Illinois incentive Agreement is punishable by law. Any person who knowingly files an Agreement containing any materially false information or who purposely and misleadingly conceals information commits a fraudulent act that subjects such person to criminal and civil penalties. Any and all funds determined, in Ameren Illinois' sole discretion, to have been acquired on the basis of fraudulent or misrepresented information by Customer must be fully returned by Customer to Ameren Illinois. Should the Customer or its representative apply for and receive any duplicate payment as part of the Ameren Illinois Small Business Offering, Ameren Illinois reserves the right to recover payments made in excess of the amount Customer is entitled to receive as an incentive. This section shall not limit other remedies that may be available to Ameren Illinois as a result of any submission of false or fraudulent information as part of any such agreements.





AGREEMENT FOR SITE ACCESS, SITE AUDIT AND MEASURE INSTALLATION

SMALL BUSINESS PROGRAM ALLY AGREES AS FOLLOWS *(continued)*:

14. Miscellaneous:

- (a). **Governing Law:** This Agreement shall be binding upon and inure to the benefit of any successors, transferees, heirs and assigns of the Parties. Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability to any third party. This Agreement shall be governed, construed and enforced in accordance with the internal laws of the State of Illinois, without regard to any law of conflicts that may direct the application of the laws of another jurisdiction. Customer irrevocably submits to the original jurisdiction of the state and federal courts sitting in Springfield, Illinois with regard to any controversy in any way relating to the execution, delivery or performance of this Agreement that is not resolved by Arbitration. Suits, claims or actions founded upon such controversies shall be brought or filed exclusively in such courts and nowhere else.
- (b). **Compliance with Applicable Laws:** Customer shall at all times comply with and observe all federal and Illinois state laws and published circulars, local laws, ordinances, rules and regulations that are in effect during the period of this Agreement, and which, in any manner, affect the performance of this Agreement. All references to statutes or regulations contained in this Customer Agreement shall be construed to include successors thereto.
- (c). **Assignment:** Ameren Illinois may assign, transfer or convey this Agreement or any of Ameren Illinois' rights, obligations, interests or responsibilities hereunder, in whole or in part, without the consent of the Customer.
- (d). **Severability:** If any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, that provision shall be fully severable and this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, this Agreement shall be reformed to include as a part of this Agreement a provision as similar in terms to the illegal, invalid, or unenforceable provision as may be possible and still be legal, valid, or enforceable.
- (e). **Risk of Loss:** Ameren Illinois at no time assumes risk of loss for any personal property of the Customer.
- (f). **Waiver:** Failure or delay on the part of either party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

- 15. **Incidental and Consequential Damages:** Ameren Illinois and Prime Implementer (Leidos, Inc.) shall not be liable to Customer for any incidental, special or consequential damages.
- 16. **Entire Agreement:** This Agreement constitutes the entire agreement and understanding between the Small Business Ally and Customer as to the subject matter of the Agreement.
- 17. **If Tenant:** If the Facility is under lease, the Customer's tenant who controls the Facility, by executing this agreement, assumes the rights and obligations of the Customer hereunder.
- 18. **Tax Impacts:** At the time of the Lighting Assessment, an applicable Federal Employer Identification Number (FEIN) or your Social Security Number (SSN) is required to meet Internal Revenue Service (IRS) reporting requirements. The financial incentives which are paid to the installation contractor to defray the cost of your project are considered income and may require a 1099 Form to be issued at the end of the calendar year. If required, the 1099 Form will be issued by Leidos, Inc. who serves as the Offering Implementer for the Ameren Illinois Small Business Offering. Please consult your tax advisor if you have additional questions on this issue.





AGREEMENT FOR SITE ACCESS, MEASURE INSTALLATION, AND INSPECTIONS

SMALL BUSINESS PROGRAM ALLY AGREES AS FOLLOWS *(continued)*:

19. **Release:** Customer releases Ameren Illinois, its employees, officers and agents from any liability claim cost or expense related in any way to this Agreement or any of the Measures related thereto, whether in contract, tort or otherwise. This global release shall be in addition to the releases afforded to Ameren Illinois in Section 9, as well as the Indemnification in favor of Ameren Illinois pursuant to Section 12.

By signing below I Agree to the following:

☐

I have reviewed this Small Business Assessment Report and agree to its terms.

Small Business Program Ally Signature

Date

Customer Signature

Date





GUARANTEE OF WORK TO BE PERFORMED

Small Business Program Ally pledges to its customers that all material, workmanship, and/or building improvements provided for will be free of defects, will be of a specified quality, and will perform properly for a period of one year from the day of commencement of use, substantial completion of the project, or a date of notice of completion of the project, whichever is the first to occur.

Small Business Program Ally will assign and deliver to owner all guarantees, warranties, and quality instructions of all subcontractors, equipment manufacturers, and material suppliers that are applicable to the project.

Within 10 days of the first knowledge of any defect, or failure to operate properly, Small Business Program Ally is to be notified, in writing, of same by Customer or his/her agents, shall be given first opportunity to promptly repair, replace, and/or correct item found to be defective, or that fails to function properly, at no cost to the owner, within a reasonable period of time. This warranty does not apply to any construction work that has been subjected to an accident, misuse and abuse, nor to any construction work that has been modified, altered, defaced, and/or had repairs made/attempted by others.

What is not covered in this warranty. Under no circumstances shall Small Business Program Ally be liable by virtue of this warranty or otherwise for damage to any person or property whatsoever for any special, indirect, secondary or consequential damage of any nature however arising out of the use or inability to use because of the construction defect. Small Business Program Ally is not liable for repair conditions caused by chemical or sedimentary build up, misuse or abuse, failure to clean or maintain as specified by the equipment manufacturer, missing parts, structural changes, fire, freezing, electrical failure or surge, water damage, lightning, mud, earthquake, soil movement, soil sediment, storms, accidents, pest damage, or acts of God. Small Business Program Ally will not perform normal or routine maintenance, and they will not pay for failures that result from the Customer's failure to perform normal or routine maintenance. Small Business Program Ally will not repair or replace any covered systems or appliances if they are inoperable as a result of preexisting conditions.

Small Business Program Ally is not responsible for upgrade or additional costs or expenses that may be required to meet current building or zoning code requirements to correct.

Small Business Program Ally Signature

Date

- ☐ Check if subcontractor will be used for the installation
- ☐ Installed by Illinois Commerce Commission registered
Small Business Program Ally

Customer Signature

Date





NOTICE OF RIGHT TO CANCEL

NOTICE OF CANCELLATION

You may cancel this transaction, without any penalty or obligation, within three business days from the Agreement date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the Small Business Program Ally of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make yourself available to the Small Business Program Ally at the Facility, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the Small Business Program Ally regarding the return shipment of the goods at the Small Business Program Ally's expense and risk.

If you do make the goods available to the Small Business Program Ally and the Small Business Program Ally does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation.

If you fail to make the goods available to the Small Business Program Ally, or if you agree to return the goods to the Small Business Program Ally and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of the cancellation notice, or any other written notice to:

S & S Lighting Maintenance, Inc.

Authorized Small Business Program Ally

at: **4305 N Main St. East Peoria IL 61611**

Address of Small Business Program Ally's Place of Business

not later than midnight of: _____

Date

I hereby cancel this transaction as of: _____

Date

Customer Signature





NOTICE REGARDING IRS REPORTING

As part of the Lighting Assessment process for the Small Business Offering, we are required to collect the customer's tax identification number to comply with IRS reporting requirements. If your tax status is neither exempt nor a corporation, it's possible that you will receive a 1099 form to reflect the incentive income. A 1099 will only be sent if the incentives associated with your cumulative projects throughout the calendar year total \$600 or more per Ameren Illinois account number. The 1099 Form will be issued by Leidos, Inc., who serves as the implementation contractor of the Small Business Offering.

CUSTOMER INFORMATION:

City Of Pekin

CONTACT:

1208 Koch Street

Pekin IL 61554

Phone: 520.609.8352

Email:

Tax ID:

Tax Status:

Estimated Incentive: **\$3,415.04**

By signing below, I, the customer, acknowledge that I have received this notification and that I am aware that I may be receiving a 1099 Form from Leidos, Inc. I also acknowledge that I am responsible for the customer co-pay and any additional fees associated with this project. I further understand that the incentive amount noted above is an estimate (for this project) and may change during the course of my project.

Customer Signature

Date

Customer Name (Print)





XFit

KT-HBLED105-2F-8XX-VDIM-P

LED HIGH BAY FIXTURE

DESCRIPTION

Complete compact LED high bay fixture

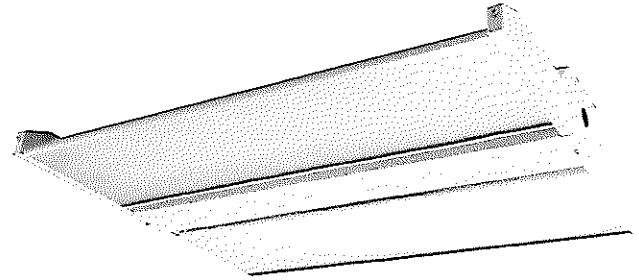
APPLICATION

Used for commercial and industrial high bay lighting applications



US LISTED

5 YEAR
WARRANTY



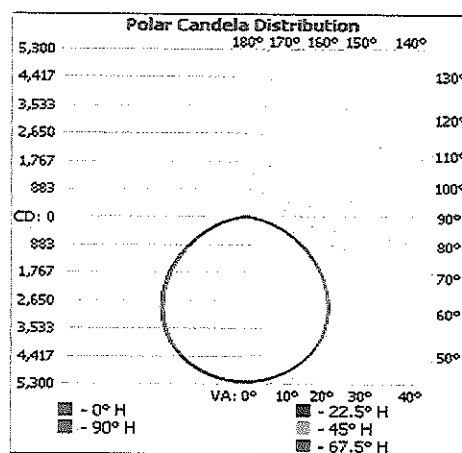
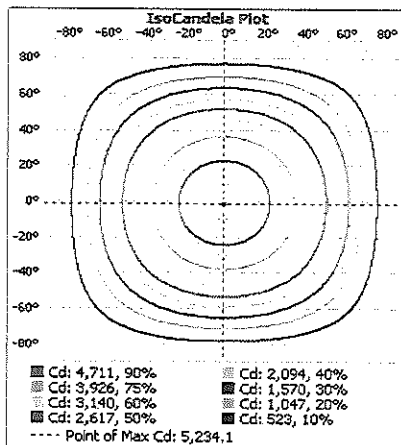
PRODUCT FEATURES

- Architectural grade compact design
- Powered by Keystone 0-10V dimming LED drivers
- Frosted lens eliminates glare
- V-hook and chain mounting accessories included
- 0-10V dimming, 10% minimum
- Compatible with Keystone SmartSafe emergency LED drivers
- Compatible with Keystone 480-277V step down transformers
- Ambient operating temperature: -20°C/-4°F to 50°C/122°F
- UL Listed 1598: Suitable for dry and damp locations
- THD: <20%
- Power factor > 0.95
- LED chip lifetime, L70 >100,000 hours @ 25°C/77°F ambient fixture temperature

PERFORMANCE SPECIFICATIONS

Catalog Number	Color Temperature	Nominal Length	CRI	Input Voltage	Wattage	Lumen Output	Efficacy
KT-HBLED105-2F-840-VDIM-P	4000K	2'	>82	120-277V	105W	13,550	130 lm/W
KT-HBLED105-2F-850-VDIM-P	5000K	2'	>82	120-277V	105W	13,650	130 lm/W

PHOTOMETRIC SPECIFICATIONS



Zonal Lumen Summary		
Zone	Lumens	%Luminaire
0-30	4,039.7	30%
0-40	6,562.3	48.7%
0-60	11,160.0	82.8%
60-90	2,321.1	17.2%
70-100	880.2	6.5%
90-120	0	0%
0-90	13,481.1	100%
90-180	0	0%
0-180	13,481.1	100%

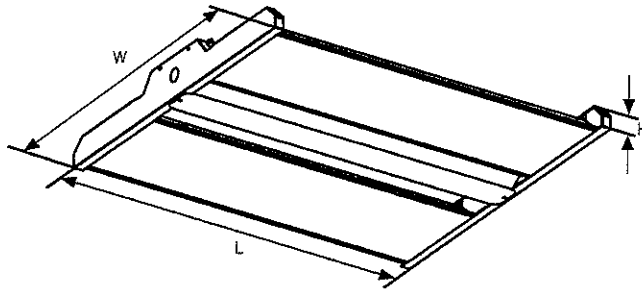


XFIT

KT-HBLED105-2F-8XX-VDIM-P

LED HIGH BAY FIXTURE

PHYSICAL SPECIFICATIONS



Length	24.40"
Width	15.00"
Height	2.40"
Weight	5 lbs

ORDERING INFORMATION

Order Code	Packaging Style	Pack Quantity	Item Status
KT-HBLED105-2F-8XX-VDIM-P	Carton Pack	1	Active

ACCESSORIES (SOLD SEPARATELY)

Accessory	Catalog Number	Description
High Bay Motion Sensor	HBE-PIR-120/277/347	Dual technology occupancy sensor for LED high bay fixtures
Wire Guard	KT-HBLED-WG-1-KIT	Wire guard for LED high bay fixtures; fits 90W, 105W, 135W, and 175W Keystone 2F high bay fixtures
Pendant Mount Kit	KT-HBLED-PM-1-KIT	Pendant mount kit for LED high bay fixtures; fits all Keystone 2F high bay fixtures
Surface Mount Kit	KT-HBLED-SM-1-KIT	Surface mount kit for LED high bay fixtures; fits all Keystone 2F high bay fixtures
SmartSafe Emergency Battery Back-Up	KT-EMRG-LED-5-500-EN /DF	5W, 500 lumen SmartSafe emergency battery back-up with dual flex cables
	KT-EMRG-LED-12-1200-EN /DF	12W, 1200 lumen SmartSafe emergency battery back-up with dual flex cables for remote mounting only

CATALOG NUMBER BREAKDOWN

KT-HBLED105-2F-8XX-VDIM-P

1 2 3 4 5 6 7 8

- 1 Keystone Technologies
- 2 LED High Bay Fixture
- 3 Wattage
- 4 2' Nominal Length, Frosted Lens
- 5 800 Series
- 6 Color Temperature
- 7 0-10V Dimming
- 8 Premium Series

LEDone®

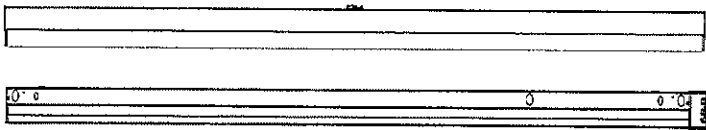
APPLICATION:

Application for workshops, factories, office, shopping malls, large supermarkets, exhibition halls, warehouses, homes, hotels, schools and more.

FEATURES:

- Samsung 2835 LED chips
- PMMA cover material
- IP20 rated
- Surface Mount
- Easy to install

DIMENSIONS:

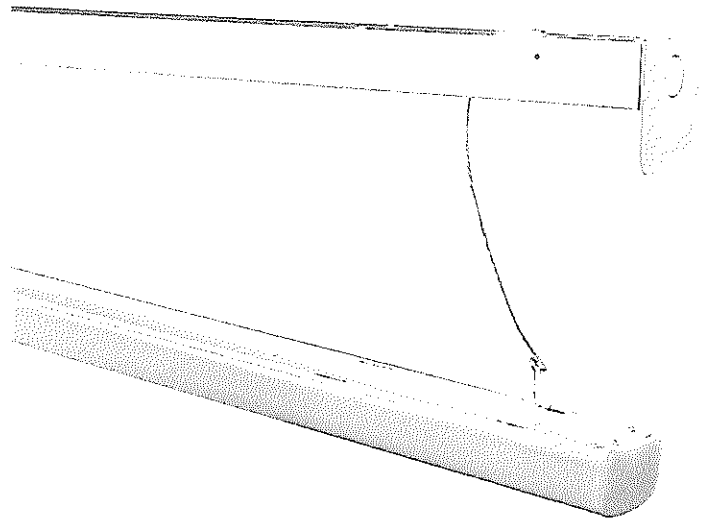
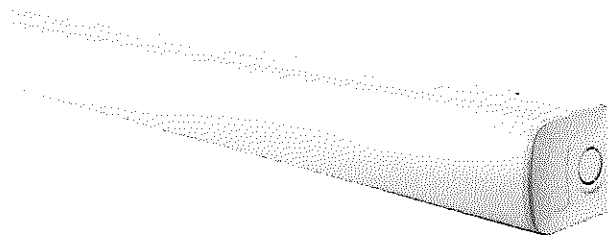


Page: 1 of 2

8FT 72W Linear Strip

LOD-8FTSL72WDF-40K-V2

LOD-8FTSL72WDF-50K-V2



LEDone®**8FT 72W Linear Strip****SPECIFICATIONS:**

SPECIFICATION	Details	
	Model	
Model	LOD-8FTSL72WDF-40K-V2	LOD-8FTSL72WDF-50K-V2
Input Wattage (W)	72W	
Lumens Delivered (LM)	10,100LM	10,166LM
Efficacy (LM/W)	140.3M/W	141.21LM/W
CRI	80	80
Lifespan	50,000 hours	
Color Temperature	4,000K	5,000K
Wattage Equivalent	250W	
Dimmable	Yes	
Input Voltage	120-277V	
Power Factor	0.9	0.9
Beam Angle	120	
THD	10%	10%
Housing	PC Aluminum	
Lens	Frosted	
Mounting	Surface mounting	
Size	93.07" x 2.58" x 2.71"	
Certification	DLC, UL	
Operating Temperature	-20°C to 50°C (-4°F to 122°F)	
Environment	Indoor	
Warranty	5 years	

**LEDone**Phone: (844) LEDONE6 | Fax: 1-510-217-9461 | Web: www.ledonecorp.com



REQUEST FOR COUNCIL ACTION

Agenda Date: April 13, 2020
To: Council Members
From: Sarah Newcomb, Human Resources Dir

AGENDA ITEM: Resolution No. 73-19/20 Employee Handbook

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: Attached is the Full Employee Handbook Revision which was presented to City Council in a presentation on March 9, 2020. The majority of the revisions were the result of regulatory changes and language changes to reflect the modernization of processes and procedures and the inclusion of the 2014 addendum, which is now incorporated into the proposed document. The major changes include changes related to marijuana and the elimination of a very large portion of section 8.8 Email and Internet Policy. It was decided that the IT department will provide a policy separate from the Employee Handbook to better reflect the needs of IT and doing so will provide them with a better means of making changes in their rapidly changing environment outside of addendums to the Employee Handbook. A list of the changes was provided at the presentation and is attached here as well. The Employee Handbook was reviewed by the City's Labor Attorney, Joshua Herman of Miller, Hall & Triggs prior to the presentation.

After the presentation, the proposed handbook was shared with the collective bargaining units. The document attached is the same document that was presented to City Council on March 9, 2020, but with the following staff recommended changes, all dealing with the issue of residency of employees:

- Employee residency radius back to status quo, 10-miles from city limits;
- Addition of local hiring preference so that if two applicants of equal hiring value apply for an open position, preference shall be given to the local Pekin candidate;
- Those in the positions of City Manager, Assistant City Manager, Police Chief, Fire Chief, and Public Works Director shall live in the city; and
- The City Council can waive the residency requirements, as adopted, for any prospective employee candidate.

Staff also received alternative language for the Handbook from Councilmember Dave Nutter and Mayor Luft, which are listed in the attached table titled Council Member employee handbook proposed revisions.

FINANCIAL IMPACT: N/A

Requested Amount:

Line Item:

Budgeted Amount:

Remaining Funds:

IMPACT IF APPROVED: Employees will be provided with the final copy of the handbook and it will be provided to future employees

IMPACT IF DENIED: The City will continue to operate under the current version of the Employee Handbook.

ALTERNATIVES:

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

5 Year CIP. The Five-Year Capital Improvement Plan reflects all current and future capital improvement needs of the City of Pekin. The Plan is designed to be updated annually by staff and submitted to the Council for review and approval prior to the annual budget process.

	Enhance Code Enforcement Services. The Council understands the importance of a strong Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.
	Business Friendly Community. The Council strives to bring new businesses to Pekin while helping to maintain and expand all existing businesses. It is therefore essential to work cooperatively to make Pekin a “Business-Friendly” Community.
	Efficient and Effective Municipal Operations. A fundamental responsibility of elected officials, City Staff and Employees is the exercise of good stewardship over public funds. Therefore, it is important that municipal services be delivered with maximum efficiency and effectiveness.
X	Employee Residency. It is the goal of the Council to develop a policy that encourages more full-time non-union employees who participate in a City funded pension program to reside within the city limits of Pekin.

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

3/20/2020

Date:

WHEREAS, the City of Pekin reviewed existing policies and amended the **Employee Handbook** and Personnel Policy as follows:

Resolution No. 140 dated March 25, 1996

Resolution No. 70

Resolution No. 392 dated March 8, 1999

Resolution No. 50 Email Policy dated April 11, 2000

Resolution No. 177 Sexual Harassment Policy dated April 22, 2002

Resolution No. 123-05/06 New Personnel Policy for Employees dated September 12, 2005

Resolution No. 178-06/07 dated December 11, 2006 8.3 E-Mail and the Internet

Resolution No.190-06/07 dated March 26, 2007

6.2 Inclement Weather

4.8 Vacation

8.3 Email and Internet Policy

6.8 Compensatory Time Off (Comp Time)

Resolution No. 16-07/18 dated October 9, 2007

9.3 Personal Telephone Calls

Resolution No. 52-08/09 dated August 25, 2008

8.6 Smoking Policy

Resolution No.35-10/11 dated January 25, 2010

4.8 Vacation

4.10 Pay Upon Retirement

Resolution No.91-10/11 dated April 11, 2011

2.9 Residency

Resolution No.57-12/13

Adoption of the **Employee Handbook** 2012;

And

WHEREAS, it is in the best interest of the City of Pekin that the **Employee Handbook** reflect federal and state law changes as well as updating sections for modern and healthy work force and work environment as well as using modern language; and

WHEREAS, after initial changes by the Human Resources Department and further review by the labor attorney, Joshua Herman, Miller Hall and Triggs and with Council direction it is in the best interest of the City of Pekin to adopt a new **Employee Handbook** by replacing the present **Employee Handbook** with the attached "**Employee Handbook 2020**"

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of _____, 20____.

MAYOR

ATTEST:

CITY CLERK

City of Pekin

Employee Handbook



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Full revision approved by Resolution No. 57-12/13 on 9/12/2012

Proposed Full revision approved by Resolution NO. ##-YY/YY on M/DD/2020

NO CONTRACTS OF EMPLOYMENT

The policies in this Personnel Manual are not intended to create a contract and are not an offer to enter into a contract. These policies do not establish contractual rights for employment or any employment benefit. The policies are not to be construed to constitute contractual obligations of any kind, or a contract of employment between the City of Pekin ("City") and any employee.

No commitment for employment for any specified duration, including "lifetime" employment, shall be valid or binding on the City unless expressly set forth in a written document and signed by both the employee and by the City Manager.

Employment with the City is voluntary and "at-will." Just as you are free to resign at any time for any reason, the City has the right to terminate your employment and/or benefits at any time, with or without cause or advance notice.

The policies in this Personnel Manual have been developed at the discretion of the City and may be amended or eliminated at any time, at the sole discretion of the City. The City retains the right to modify, eliminate, amend, or cancel any of its published or unpublished policies for any reason, with or without advance notice, at its sole discretion without having to give justification.

This Personnel Manual is not intended to replace or supersede a collective bargaining agreement that may cover many of the terms and conditions of employment for employees covered by that agreement.

These policies replace all previous policies and practices and may not be changed or added to without the express written approval of the City Manager. Questions about these policies should be directed to the Human Resources Director.



1. INTRODUCTION

1.1 WELCOME

It is a pleasure to welcome you as an employee of the City of Pekin and to wish you success in your new job. This Personnel Manual is provided for your personal use. The following pages are intended to provide newcomers and those of you who have been with us for some time a better understanding of the privileges and responsibilities of being a City of Pekin employee. We encourage you to read it and keep for your future reference. If you have any questions about the contents of this Manual, or about anything that pertains to your job, please discuss these issues with your immediate supervisor, department head, or the Human Resources Director.

The City Manager and other management staff have faith in their employees, as well as a real interest in them, their concerns, thoughts and ideas. Our primary aim is to serve the public, and we strive to provide quality service in an effective and efficient manner. We recognize the credit for this distinction most of the time goes unappreciated; however, the City Manager and management staff do certainly appreciate everything our employees do for the public.

Thank you for joining us. We look forward to working with you and hope your experience will be enjoyable and rewarding.

1.2 PURPOSE

This Personnel Manual is provided to all employees of the City of Pekin, which will also be referenced throughout this Manual as the “the City.” It is intended to serve as a guideline for reference to the day-to-day administration of the human resources policies, practices, and work rules, and also outlines various employee benefit programs. All statements herein are designed to increase employee understanding and provide direction to allow accomplishment of our objectives. These provisions supersede the existing Personnel Manual. Existing departmental policies and procedures necessary for the operations of a specific department ~~shall not~~ may be affected by this Manual. This Manual is not an employment contract and does not establish contractual rights. The City Manager may modify, change, or eliminate the policies and/or procedures listed in these guidelines at any time, with the approval of our City Council. All changes and modifications will be communicated to employees through one or more of the City’s usual channels of communication such as: mailings, email, newsletters, payroll stuffers, employee self-service, employee meetings, city website, or internal postings.

It is the responsibility of all employees to become familiar with and adhere to all policies and provisions of the Manual. Day-to-day interpretations of policy statements and their intent fall under the authority of the Human Resources Director, with final approval by the City Manager.

The official copy of this document is kept and maintained in the Human Resources Department. This Policy is also part of the official records maintained by the City Clerk. For further clarification regarding the full rights, benefits and obligations of employees and of the City, please contact the Human Resources Director.

It is recognized that the City has in the past and may in the future, enter into collectively bargained agreements on behalf of particular groups of employees within the City's operation. It is expressly acknowledged that the provisions of such collectively bargained agreements control and shall be applied to employees covered by such agreements, notwithstanding any contrary provisions within this Manual. Accordingly, any matters specifically covered by the collectively bargained agreements supersede these policies for those employees covered by the collective bargaining agreement.

1.3 EMPLOYEE RESPONSIBILITIES

Each of us, as an employee, is an "Ambassador" of the City. It is hoped and even expected that you are proud to be a member of our team and will always refer to the City of Pekin in a positive manner.

Our ability to successfully provide the level of service the citizens of our community (our customers) expect and deserve depends upon the quality of our staff and their commitment to excellence. It is expected that all City employees strive to understand, appreciate, commit to, and exemplify the following:

- A. Provide QUALITY work at a productive pace;
- B. Treat others with courtesy and respect their rights;
- C. Demonstrate the highest standards of personal integrity, truthfulness, honesty, and fortitude in all public activities;
- D. Respect each other, and support the City's goals and philosophies;
- E. Display a positive attitude and a smile to the people we serve no matter how challenging the day has been;
- F. Take initiative within your authority; and
- G. Perform your responsibilities to the best of your ability.

All complaints from the public shall be handled courteously and promptly. The employee who receives a complaint should attempt to resolve the complaint if possible, or immediately refer the complaining party to the appropriate department head or the City Manager. All complaints shall be properly documented.

1.4 BUSINESS PRACTICES

Employees are expected to follow certain guidelines and standards in day-to-day conduct. Violations are subject to disciplinary action, up to and including termination of employment. City business practices include, but are not limited to the following:

1. COMPLIANCE WITH LAWS AND REGULATIONS

City employees shall conduct all activities in compliance with all applicable federal, state, and local laws and regulations. It is the responsibility of the employee to make sure any license, permit, certification or the like is kept current. The City will not be held responsible for the expiration of any such item if the employee did not give proper notice to the City.

2. PROPER RECORDING OF ASSETS AND DISBURSEMENTS

Making false or fictitious entries in the City books and records and/or issuing false or misleading reports about the City operations, are prohibited. No employee shall engage in any transaction that requires or contemplates such prohibited activities.

3. PURCHASING POLICIES

All suppliers, seeking or participating in business dealings with the City, will be accorded fair and impartial treatment. Soliciting or accepting monetary or non-monetary kickbacks, fees, or commissions from a supplier is expressly forbidden. Employees are expected to adhere to the purchasing and procurement policies set forth by the City of Pekin. Accepting normal business courtesies is permissible in accordance with the Illinois State Gift Ban Act. Also see Conflict of Interest policy below, and refer to current State mandated ethics, gift ban, etc. policies.

4. POLITICAL CAMPAIGN POLICY

The City encourages individuals to participate in civic and political activities in their own way during their personal time. In doing so, individuals must never act as a representative of the City or give the appearance that the City is supporting their activity without the expressed consent of the City Manager. Participation in political activity of any kind is prohibited during the employee's working hours.

5. OUTSIDE EMPLOYMENT

Employees may hold outside jobs as long as they meet the performance standards of their job with the City. Full-time Employees must notify their immediate supervisor and the ~~City Manager~~ Human Resources Department in writing of any outside employment. All employees are subject to the City scheduling requirements, regardless of any existing outside work requirements. City work schedules will not be adjusted to accommodate non-City work schedules.

If an employee's outside work interferes with his or her performance or ability to meet the requirements of their job as it is modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain with the City. Outside employment that constitutes a conflict of interest is prohibited. Employees may not receive any income or material gain from individuals outside the City for materials sold, or services rendered, while performing their jobs with the City.

Employees in certain job categories should be aware that working while on disability may decrease certain pension benefits, in accordance with applicable state law.

6. ON/OFF DUTY MORALS, EFFICIENCY, IMAGE, PUBLIC CONFIDENCE

No employee shall engage in conduct, on or off duty, which adversely affects the morale or efficiency of the organization, or, engage in conduct, on or off duty, which has a tendency to destroy public respect for the employee and/or the City, and/or destroy confidence in the operations of the City or otherwise reflect negatively on the City. Employees must ensure that all actions and statements, whether made publicly or privately, are such as to promote the execution of City ordinances, regulations, policies, and programs.

7. CONFLICT OF INTEREST

Employees are expected to avoid any outside interest or activity which is in conflict or incompatible with the conduct of official duties or has the potential to be a conflict of interest. Employees must decline from participating in any business activity with the City, or participating in any decision on any such activity when the employee either has an ownership interest in the business with which the City is dealing or stands to receive personal outside gain from such dealings.

Employees are also expected to take precautions to avoid any appearance of conflict of interest or raise suggestions of impropriety. To this end, the City expressly precludes any City employee from soliciting, or accepting, any gift, gratuity, service, favor or valuable service(s), or other personal gain for themselves or a relative in exchange for, or as a result of, or which might influence, the performance of their duty as City employees. The sole exceptions are that employees may in compliance with the Illinois State Gift Ban Act:

- accept (but may not solicit or request) gifts of normal business courtesies with a nominal value; or
- may, with prior approval of the City Manager, participate in activities / events (e.g., seminars, conventions, golf tournaments) sponsored by an entity with which the City does business or might do business.

This policy is to provide guidelines so that employees can seek further clarification on conflicts of interest or potential conflicts of interest. Contact the Human Resources Director for more information or questions about conflicts of interest.

2. EMPLOYMENT

2.1 EMPLOYMENT AT WILL

Employment with the City is “at will,” which means employment with the City is voluntarily entered into, and the employee is free to resign at will at any time, with or without cause. Similarly, the City may terminate the employment relationship at will at any time, with or without advance notice or cause.

2.2 EMPLOYEE RELATIONS: OPEN DOOR POLICY

The City values employees' constructive opinions and suggestions, and believes communication is important in the workplace. The City encourages employees to discuss suggestions, problems, or concerns with their supervisor. In most cases, talking with your supervisor may resolve an issue. However, an employee may also discuss problems and concerns with their immediate supervisor, ~~D~~epartment ~~H~~ead, Human Resources Director, or City Manager.

Direct communication is always the best route to take to resolve issues.

2.3 EQUAL EMPLOYMENT OPPORTUNITY

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at the City will be based on merit, qualifications, and abilities. The City does not discriminate in any aspect of employment opportunities or practices on the basis of race, color, religion or gods, ~~creed~~, sex, sexual orientation, national origin, ancestry, protected military or veteran status, marital status, age, disability, order of protection status, genetics, gender identity or expression, or any other characteristic protected by law. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

Any employee with questions or concerns about any type of discrimination in the workplace is encouraged to bring these issues to the attention of their immediate Supervisor, Human Resources Director, or the City Manager. Employees can raise concerns and make reports without fear of retaliation. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

2.4 REASONABLE ACCOMMODATION

The City will make reasonable accommodations for qualified employees ~~with known disabilities~~ unless doing so would result in undue hardship. Questions about reasonable accommodation should be directed to the Human Resources Director.

2.5 EMPLOYMENT PROCESS

The Human Resources Department may generally advertise ~~for~~ position openings through various resources and methods. In addition, position openings are posted in every City department. The job vacancy announcement shall be in a consistent format for all City jobs, and include at minimum the job title, rate or range of pay, a summary of duties, the essential qualifications, and the basic procedure to be followed in hiring.

Applications for regular full-time and regular part-time employment, and all applications and resumes received in response to advertised vacancies will be kept on file ~~for one (1) year~~ according to the state records review act. Applicants must submit a new application for each job posting.

Employees are selected on the basis of their qualifications to fulfill established specifications for the job, or as outlined in collective bargaining agreements. General selection criteria include knowledge, experience, education, training, skills, prior work history, ability to coalesce with the department and willingness to work in a specified environment. Applicants meeting criteria ~~are interviewed and~~ may be subject to testing for the position requirements and may be are interviewed.

Hiring of ~~D~~department ~~H~~head personnel shall be the responsibility of the City Manager. When a non-management vacancy exists in a department, the respective ~~D~~department ~~H~~head will notify the City Manager to obtain authorization for filling the position before taking any other steps. The ~~D~~department ~~H~~head and the Human Resources Director will screen all applicants and interview a sufficient number of qualified candidates and select the most qualified candidate. Participation in the interview/selection process may include the City Manager if he/she elects to participate or is requested to participate by the ~~D~~department ~~H~~head. All applicants interviewed shall be notified by the responsible department head or the Human Resources Department when the vacancy is filled.

2.6 EMPLOYMENT PROCESS FOR POLICE AND FIRE

Procedures and specific provisions for hiring members of the Police and Fire Departments will be followed as set forth in the Rules and Regulations of the Board of Fire and Police Commissioners of the City of Pekin.

2.7 PROMOTIONS AND DEMOTIONS

The City values the talents and expertise of their employees and employees are encouraged to seek advancement opportunities within the City. Current employees of the City will be considered if they possess the necessary qualifications and/or experience that are equal to or would exceed others who make application, and when it is in the best interest of the City to do so.

An employee may be demoted from one position to another provided they meet the minimum qualifications of an available lower level position. Voluntary demotion requests may be initiated in writing by the employee and must be approved by the department director and the Human Resources Director to be effective. If an employee is involuntarily demoted as a result of disciplinary action, the City will consider factors such as the nature and severity of the offense and years of service within the City as major factors in determining the rate of pay the employee will receive within the lower pay range for their new classification.

A demoted employee returning to their former job will normally be placed at the same rate of pay they were receiving when they left that position; however, such rate shall be determined at the current scale or alternatively at the discretion of the City. A demoted employee who has limited experience related to the lower level job may receive a lower rate of pay based on the employee's skill level. In no case shall the salary of a demoted employee be below or above the minimum or maximum of the salary range of the new position.

2.8 EMPLOYMENT OF RELATIVES

Relatives and/or personal acquaintances are subject to the same hiring standards and job requirements as other applicants. It is the City's policy that an employee may not work under the direct or indirect supervision of a relative as defined in this policy. For the purpose of this policy "relatives" includes spouses, civil union partners, sons or daughters, grandchildren, brothers or sisters, brothers or sisters-in-law, mothers or fathers, mother or father-in-law, or "step" relatives of the same level. It is the employee's responsibility to notify Human Resources of any relationship to current employees or new hires. ~~The Employees are explicitly informed that the~~ City reserves the right to may take action if an actual or potential conflict of interest arises involving relatives or persons involved in a dating relationship even if no direct reporting relationship is involved.

2.9 EMPLOYMENT PHYSICALS

Post-offer pre-employment medical exams, including drug screen, are required for every applicant who is offered employment with the City. Offers of employment by the City are conditional upon the candidate successfully completing these requirements, and employment will not begin until the employment medical examination is successfully completed. Successful completion of the exam requires a negative drug screen and the health care provider's certification that the candidate meets the minimal physical standards established for the specific job.

Some positions within the City require regular physical examinations as a requirement of the position or for license or permits. Employees with these requirements are responsible for ensuring any license does not lapse due to untimely physical exams. It is imperative that employees provide enough time for the exam to be completed with any additional information requested from other doctors requested by the City physician and for the physician to have ample time to review those documents prior to your license lapsing.

The City will provide reasonable accommodations, when necessary and requested, for qualified individuals with disabilities, in accordance with the Americans with Disabilities Act.

2.9 (a).1 FITNESS FOR DUTY EXAM

Current employees may be required to take medical examinations to determine fitness for duty when the examination is job-related and consistent with business necessity in accordance with the ADA and applicable law. For example, a medical examination may be required ~~when as a guide for reasonable accommodation~~, prior to a "light duty" assignment, or other reason or as a guide for reasonable accommodation.

Individual departments may, with ~~City Manager~~ Human Resources approval, establish additional testing requirements to evaluate the capacity and fitness of candidates to effectively and efficiently perform the duties of the specific job for which they have applied. For example, the Board of Fire and Police Commissioners may establish testing for strength, dexterity, agility, etc. beyond the basic employment physical examination for specific positions in the fire and police departments. In no case will such job or department specific rules or procedures be inconsistent or in conflict with City policies.

2.10 RESIDENCY REQUIREMENT

revised 04-11-11

General Conditions. All employees shall reside within the 10 miles of the corporate City limits. Residency requirements for employees covered under collective bargaining agreements shall be governed by those agreements. Residency requirements for non-union sworn police and fire personnel shall also be governed by the police and fire collective bargaining agreements. Employees hired prior to May 1, 2020 may be grandfathered at the current residence; however, if an employee chooses to move, they must reside within the 10-mile radius of the corporate City limits.

Newly hired employees who do not reside within 10 miles radius of the corporate City Limits may have up to twelve (12) months from the end of their ~~Introductory~~ Probationary Period to establish residency.

The City of Pekin encourages employees to live within the corporate City limits and from time to time may provide incentives to those employees that reside within the corporate City limits. The City of Pekin may also provide assistance to employees choosing to move into the corporate City limits through its incentive program if funded annually in the budget.

~~Exceptions to this policy may only be temporary, for personal hardship reasons, and must be authorized in writing by the City Manager and approved by the City Council. An employee who fails to meet this requirement shall be terminated.~~

Hiring preference will be given to a candidate of equal hiring value for open positions to candidates living within the corporate City limits.

Special Conditions. Employees occupying the following positions shall be required to live within the corporate limits of the City of Pekin: City Manager, Assistant City Manager, Public Works Director, ~~Operations Supervisor (for Public Works), Superintendent of Transportation,~~ Police Chief, and Fire Chief.

Exemptions. Any exemption to the residency requirement must be authorized in writing by the City Manager and approved through consensus of the City Council. Residency for any proposed candidate may be waived upon consensus of the City Council

An employee who fails to meet the residency requirement shall be terminated.

2.11 LICENSING AND PERMITTING

Various permits, licenses and certificates are required of employees by State and Federal agencies as a prerequisite to performing certain municipal tasks. It is the employee's responsibility to maintain permits, licenses and certificates. The City will confirm, on occasion, that all such licenses and certificates are in the possession of the applicable department or the employee before authorizing the employee to perform such regulated work. The City will not be held responsible for the expiration of any such item.

Costs for such permits, licenses and certificates may be paid by the City (except regular vehicular drivers' licenses), together with any specialized training required to achieve such permits, licenses, or certificates on approval of the department head or City Manager.

3. EMPLOYMENT STATUS and RECORDS

3.1 EMPLOYMENT CATEGORIES

It is the intent of the City to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time.

DEFINITIONS OF CLASSIFICATIONS

Employees are designated as either Non-Exempt or Exempt from certain federal and state wage and hour laws. **Non-Exempt** employees are not exempt from minimum wage and overtime provisions and are paid for the actual number of hours they work. **Exempt employees** are exempt from specific provisions of state and federal wage and hour requirements, including minimum wage and overtime provisions. Exempt employees are paid annual salaries without regard to the number of hours worked.

DEFINITIONS OF CATEGORIES

Regular Full-Time: Employees who have successfully completed initial ~~Introductory~~ Probationary Period and are regularly scheduled to work 40 hours or more per week on a regular basis. Generally, regular full-time employees are eligible for City employee benefits, subject to the terms, conditions, and limitations of each benefit program.

Regular Part-time: Employees who have successfully completed their initial ~~Introductory~~ Probationary Period and are regularly scheduled to work less than 40 hours per week on a regular basis. Regular part-time employees receive all legally mandated benefits (such as Social Security and Workers' Compensation insurance), and may be eligible for other benefits as outlined in any applicable collective bargaining agreement or the benefit program itself.

Seasonal: Employees hired for a specific "not to exceed" period of time of less than one year, including school year employees. Seasonal employees' rates of pay may differ from regular employees in similar positions. Seasonal employees receive legally mandated benefits and may receive other benefits as stated in any applicable collective bargaining agreement or the benefit program itself.

Temporary: An employee whose employment with the City is of a limited duration, such as an interim replacement, to temporarily supplement the workforce, or to assist in the completion of a specific project. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees may be scheduled to work either a full-time or part-time schedule. Temporary employees are not eligible for any benefits offered by the City, other than legally mandated benefits.

Contractual: Contracted personnel are not employees of the City of Pekin, and therefore, not eligible to participate in the City's benefit programs.

- * NOTE: Occasionally, FULL-TIME employees may work less than their normal schedules, or PART-TIME employees may work more than their normal schedules. These variations do not change the status of the employee or the position.

3.2 ACCESS TO PERSONNEL FILES

The City maintains a ~~confidential~~ personnel file for each employee. The personnel file normally includes, but is not limited to, such information as the employee's job application, resume, records of training, documentation of performance evaluations, disciplinary records, pay history, and other records. Official personnel files are kept and maintained in the Human Resources Department. Personnel information kept by individual departments is limited to information needed for day-to-day operations.

Personnel files are the property of the City, and access to the information they contain is restricted, generally limited to the respective department head, the City Manager, and human resources personnel who have a legitimate reason to review information in the file.

Employees who wish to review their own personnel file should contact the Human Resources Office. Files will be reviewed in the Human Resources Office and in the presence of the Human Resources Director.

Employees may request copies of material contained within their own personnel file. The City reserves the right to charge a reasonable fee for copying the material in accordance with the Illinois Personnel Records Review Act.

3.3 EMPLOYMENT REFERENCE CHECKS

The City will respond only to those reference check inquiries that are submitted in writing. No employment data beyond dates of employment and eligibility for re-hire will be released without a written authorization and release form signed by the individual who is the subject of the inquiry.

3.4 PERSONNEL DATA CHANGES

It is the responsibility of each employee to promptly notify the Human Resources Department of any changes in personnel data. Personal mailing addresses, telephone numbers, citizenship, marital or civil union status, number and names of dependents, and individuals to be contacted in the event of an emergency must be accurate and current at all times. If any personnel data has changed, the employee must promptly advise the Human Resources Department of the new information.

3.5 EMPLOYMENT APPLICATIONS

The City relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in exclusion of the individual from further consideration for employment or, if the person has been hired, may result in disciplinary action, up to and including termination of employment.

3.6 INTRODUCTORY ~~PROBATIONARY~~ PERIOD

The initial ~~Introductory~~Probationary Period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. The City utilizes this period to evaluate employee capabilities, work habits, and overall performance. Either the employee or the City may end the employment relationship at will at any time during or after the ~~introductory~~Probationary Period.

All new and rehired employees, as well as current employees who transfer to a new position, work on an ~~introductory~~probationary basis for the first six (6) months after their date of hire or job change, or as outlined in their collective bargaining agreement. At the end of the six (6) month period, the responsible department head will make a recommendation to retain or terminate the employee; or to extend the ~~introductory~~Probationary Period. Extending the initial ~~Introductory~~Probationary Period will only be considered if there are strong indications that more time will bring the required improvement. There is no employee right to grieve or appeal a termination made in conjunction with the ~~introductory~~Probationary Period. The Human Resources Department shall be notified of action taken at the conclusion of the ~~introductory~~Probationary Period.

Upon satisfactory completion of the ~~introductory~~Probationary Period, employees enter the “regular” employment classification. Successful completion of the ~~Introductory~~Probationary Period does not change the “employment-at-will” status.

3.7 PERFORMANCE EVALUATION

Managers and employees are strongly encouraged to discuss job performance on an informal, day-to-day basis. A written performance evaluation ~~will~~ may be conducted for each employee near the end of, or shortly before, the completion of the ~~Introductory~~Probationary Period. Written evaluations ~~will~~ provide an assessment of the employee’s capabilities, work habits, and overall performance. Additional performance evaluations ~~are~~ may be periodically conducted to provide

both managers and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for performance improvement. The City uses performance management software for evaluation and documentation purposes by recording events through ongoing observations, incidents, rewards and recognitions as well as record of discipline. The employee is to acknowledge the ~~review~~ performance management record by dating and signing the ~~evaluation form~~ record or recognizing the action if in electronic format. The ~~signature~~ employee recognition does not imply agreement with the evaluation/review, but only that it was completed and reviewed. If the employee is not in agreement with any part of the review, he/she may provide a written response to the ~~evaluation~~ record to be attached to the completed ~~written evaluation form~~ record. A copy of ~~t~~ The completed and signed ~~executed~~ evaluation form performance management record and any attachments are considered a part of the employee's personnel file.

NOTE: Contracted employees will receive performance evaluations in accordance with the terms of their contract.

~~All employees normally receive a written and associated verbal performance review at least annually. The employee is to acknowledge the review by dating and signing the evaluation form. The signature does not imply agreement with the evaluation, but only that it was completed and reviewed. If the employee is not in agreement with any part of the review, he/she may provide a written response to the evaluation to be attached to the completed written evaluation form.~~ The City Manager shall complete performance evaluations when the City Manager deems necessary. A copy of the completed and signed evaluation form and any attachments will be included in the employee's personnel file.

4. EMPLOYEE BENEFIT PROGRAMS

Note: Employees covered by collective bargaining agreements should refer to their specific contract language where appropriate. Contract language shall take precedence over statements found in the Manual.

4.1 BENEFITS IN GENERAL

The City recognizes the importance of providing a full range of benefits to its employees and takes pride in the benefits available to qualified employees. Everyone should share in the effort to use these benefits wisely and appropriately to help keep the costs in line so that we can maintain quality and affordable benefits.

These policies do not constitute a guarantee of plan coverage or benefits. Periodic changes to various benefits are necessary from time to time as contracts are renegotiated and business conditions dictate. Benefits are subject to change or termination at any time with or without advance notice. In the event there is a conflict between the language in these policies and the language in the benefit plan documents, the language in the plans documents shall prevail.

An updated schedule ~~is distributed~~ may be provided periodically outlining the current benefits for City employees.

4.2 INSURANCE BENEFITS

Full-time employees are eligible to participate in the City of Pekin health insurance programs the first day of the month following their date of hire or date they attain full-time status until the age of Medicare eligibility, unless otherwise stated in Illinois State Statutes or collective bargaining agreement.

~~A Summary Plan Document of the City of Pekin Employee Health Benefit Plan will be provided to all eligible employees. Along with other pertinent information, this document provides a summary of the plan options available, deductibles, co-insurance levels, out-of-pocket levels, major medical benefits, prescription drug program co-payments, life insurance benefits, and dental benefits.~~

Specific Plan coverages, benefits, and eligibility requirements are determined by and may be found in the ~~Summary Plan Document~~ summarized format. Benefit information provided in this Personnel Manual is only summary information and not binding or controlling.

The City of Pekin ~~also~~ conducts an Annual Open Enrollment. During this period, employees are given the opportunity to update their insurance information and elections for the new year. Full-time employees must attend the Annual Open Enrollment or complete the Open enrollment electronically within the time frame provided.

Employees and Retirees receiving insurance hereunder shall notify the Employer if they, their spouse, or dependent(s) is/are eligible for insurance through their spouse's employer, or through other available coverage. Employees or Retirees with such availability shall, at the earliest opportunity, but no later than the next open enrollment (Fall of 2018 for coverage beginning January 1, 2019), obtain insurance coverage for their spouse, as applicable, through such coverage and to the greatest extent possible.

4.3 CONTINUATION OF BENEFITS (COBRA)

The federal Consolidated Omnibus Reconciliation Act (COBRA) gives the employee and his/her qualified beneficiaries the opportunity to continue health insurance coverage under the employer's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events include termination of employment, death, certain leaves of absence, reduction in an employee's hours, divorce, legal separation, and a dependent child no longer meeting eligibility requirements.

A notification of health care continuation rights will be mailed to the employee at his or her last known address within the timeframe specified by law. If continued coverage is elected and the proper premium is paid and received within the designated time frame, there will be no break in coverage.

Employees should refer to the Continuation of Benefits (COBRA) section of the Plan document or the Summary Plan Description for a more thorough explanation of this subject. The information shown in this manual is only summary in nature.

IN ADDITION TO THOSE COBRA BENEFITS DESCRIBED OR REFERRED TO ABOVE, THE CITY HAS ADOPTED THE FOLLOWING:

- If an employee resigns or is terminated prior to retirement, the employee will only have the rights, if any, provided by federal and state law.
- If an employee retires under the retirement requirements of IMRF, Fire Pension or Police Pension, the employee and the employee's spouse may continue their health insurance at the employee's cost until the employee and spouse becomes eligible for Medicare.
- Employees should refer to their Summary Plan Description (SPD) for additional information regarding continuation of benefits when: an employee retires but dies before the employee becomes eligible for Medicare, if an employee who has successfully completed his or her ~~Introductory~~ Probationary Period becomes disabled, and continuation under other scenarios.

4.4 RETIREMENT PLAN

Illinois State law requires participation in the Illinois Municipal Retirement Fund (IMRF) by employees who work in an IMRF qualified position. An IMRF qualified position is one that is intended to be over 1,000 hours per year. Currently, as a member of IMRF making contributions toward a Regular IMRF pension, employees contribute 4.5% of their salary (3.75% for the employee's pension and 0.75% for a surviving spouse pension).

IMRF contributions are tax deferred; employees do not pay either federal or Illinois income tax on the money used to make your contributions. IMRF benefits include retirement benefits, disability benefits, and death benefits. The benefits and provisions of the IMRF are governed by Illinois law and the plan is administered by IMRF. An IMRF Benefit Booklet which summarizes these and other IMRF benefits and the requirements to be eligible for those benefits is available at www.imrf.org.

Illinois state law requires participation in the Police Pension Fund or Fire Pension Fund for those individuals who work as a fire fighter or sworn police officer. Employee contributions, through payroll deduction, are set by the Illinois Pension Code, and change periodically.

4.5 SECTION 125 FLEXIBLE SPENDING ACCOUNT

The City provides employees with the opportunity to participate in a Section 125 Flexible Spending Account (FSA). Section 125 refers to the section of the IRS Code that allows eligible employees to deduct pre-tax dollars for qualified expenses under the health plan and for child care.

4.6 ADDITIONAL VOLUNTARY BENEFITS

Employees may choose to purchase additional benefits on a voluntary basis. These currently include Long-Term Care, Cancer, additional life insurance, and a 457 Deferred Compensation plan. Other plans are available from time to time. It is each employee's responsibility to contact the insurance broker directly to discuss these coverages. ~~The City provides employees with the opportunity to participate in a Retirement Health Savings Account (RHSA). With the RHSA,~~

~~participating employees can pay for qualified out of pocket expenses (medical, dental, vision, etc.) on a pretax basis with deductions taken directly from the employee's paycheck.~~ All premiums (costs) are paid by the employee. Payroll deduction may be utilized on approved programs. Information about what is available and who to contact may be obtained from the Human Resources Department.

4.7 WELLNESS PROGRAMS

In addition to the Employee Assistance Program, employees are encouraged to participate in various other City-sponsored Wellness Programs and activities that are designed to maintain or improve employee health. The City sponsors programs from time to time to educate employees and encourage healthy behavior through participation in our annual health fair, smoking cessation, general athletic club membership, and other programs.

4.8 VACATION (ANNUAL LEAVE)

The City provides vacation benefits to eligible regular full-time employees for time away from work for rest, relaxation, or for personal needs. Vacations are accrued (earned) based on the employee's anniversary date, and are scheduled during the calendar year in the period in which they were earned.

In those years the employee progresses to a new level of benefit accrual (after completing 1, 5, 10 or 15 years of service), the additional week earned can be taken any time during the vacation year of the employee's anniversary date.

Vacation hours must normally be scheduled in advance with the approval of the department head. Approval is based on a number of factors, including the operating requirements of the department. Vacation hours will be paid based on the employee's base rate of pay at the time the vacation is taken.

Employees accrue vacation based on their anniversary date according to the following schedule unless otherwise designated in writing by the sole discretion of the City Manager (unless outlined differently in collective bargaining agreements):

1 Year of Completed Service	2 Weeks or 80 Hours
5 Years of Completed Service	3 Weeks or 120 Hours
10 Years of Completed Service	4 Weeks or 160 Hours
15 Years of Completed Service	5 Weeks or 200 Hours

New hires may request one week of their earned vacation hours after 6 months, with supervisor approval.

If an employee becomes ill while on vacation, he or she can use sick leave time instead of vacation if a statement from their doctor is provided to the department head.

Exempt employees ~~will~~may be reimbursed up to one week (40 hours) each year for unused vacation at a rate of one-half the value of the unused vacation and/or roll over up to one week of vacation to be used within 90 days of the following accrual year.

Eligible employees who change status (full-time to part-time or vice-versa) may retain the vacation they have already accrued, however, no vacation hours will accrue while the employee is classified in part-time or any status other than full-time unless their collective bargaining agreement or contract states the contrary. If the employee does not plan to return to covered-status, they may wish to be paid for their accrued vacation benefit. Employees who retire or whose employment otherwise terminates will be paid for all earned but unused vacation in accordance with Illinois law.

4.9 SICK PAY PLAN

The City provides regular full-time employees paid sick days to eligible employees who are temporarily absent due to their own illness or injury or the illness or injury of the employee's immediate family member. For the purpose of this policy, immediate family members consist of the employee's spouse, civil union partner, mother, father, brother, sister, mother-in-law, father-in-law, child (adopted, biological or step), maternal and paternal grandparents.

Eligible employees earn 1 sick day per month (12 days per year) up to a maximum accrual of 240 days (1920 hours). Employees covered by collective bargaining agreements should refer to the respective contract or written agreement language. Accumulated sick leave will not be paid when an employee changes from a benefit eligible classification status, or upon termination of employment.

Employees must notify their immediate supervisor of all sick leave absences, regardless of the expected length of the absence, before the scheduled start of their workday, if possible, or as soon as possible. Extenuating circumstances will be taken into consideration. Employees are to inform their supervisor of their impending absence, the best estimate of the expected length of the absence, and the reason for the absence. Employees must notify their supervisor for each additional day of absence under this policy.

Department heads may require a physician's certification of the need to take sick leave. Employees who are absent for three or more consecutive days ~~must~~may be required to provide a physician's certification to return to work. Return to work certification may also be requested for absences of less than three days. Failure to provide such certification may be the basis for denial of sick leave and the equivalent reduction in pay for the time absent from work when applicable.

Abuse of the sick leave policy in any manner including but not limited to: failure to take sick leave when needed, taking sick leave for purposes other than its intended use, and/or falsifying illness or injury shall be the basis for disciplinary action up to and including termination.

4.10 SICK PAY UPON RETIREMENT

Upon retirement, up to a maximum of 240 sick days (1,920 hours) ~~can~~may be used to pay for City of Pekin group health insurance premiums and/or to extend IMRF service credit for up to one (1)

year. ~~An~~ Employees hired prior to May 1, 2020 with an employee's sick time balance at retirement will be have sick time hours computed at their current hourly rate (unless otherwise noted in a contract or collective bargaining agreement) and placed in a City of Pekin account: for the sole and exclusive purpose of paying the retiree's portion of the City of Pekin health insurance premium contribution. Such account shall not bear interest and shall expire upon depletion of the sick leave value placed therein and shall be used exclusively for City of Pekin health insurance premiums. Employees hired after May 1, 2020 shall be allowed to use sick time benefits only for the extension of IMRF service time per regulations set forth by IMRF.

The value of this sick time computation can be used exclusively to pay for:

- (1) City of Pekin group health insurance premiums;
- (2) to extend IMRF service time for up to one year 120 sick days (960 hours) or according to IMRF regulations; or
- (3) any combination of these two options, as long as the total hours used does not exceed 240 days, or 1,920 hours for those hired prior to May 1, 2020.

Upon the death of a retired employee who was using his or her sick time monies to pay for health insurance, his or her spouse may use the balance of any sick time monies to pay for health insurance premiums until exhausted.

4.11 HOLIDAYS

The City provides non-exempt employees holiday pay upon hire. The City-recognized Holidays are:

- New Year's Day
- Martin Luther King Jr.'s Birthday
- ~~President's Day~~
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day / Day after Thanksgiving
- Christmas Eve
- Christmas Day

Holidays falling on a Saturday are normally recognized on the Friday before, and holidays falling on a Sunday are normally recognized on the following Monday.

All non-exempt employees who must work on a designated holiday, or on the day the holiday is recognized, will receive double their normal rate of pay for any holiday hours worked, or as outlined in collective bargaining agreements. All non-exempt employees required to take off on the day a holiday is recognized, and for which they would otherwise normally be scheduled to work, will receive ~~regular pay (base pay)~~ for the holiday.

If a recognized holiday falls during an eligible employee's leave of absence from work or during a period of sick leave, the employee will be eligible for holiday pay. If the holiday falls during an

employee's approved vacation time, holiday pay will be paid. If an employee calls in sick the day before or the day after a recognized holiday without prior authorization from the supervisor or department, the employee will not be eligible for holiday pay unless otherwise required by law.

Exempt employees receive the same salary they would have received for the week had the holiday not occurred. This is the case regardless of whether or not they worked on a holiday.

4.12 OVERTIME

When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime. When possible, advance notification of these mandatory assignments will be provided. Overtime work must be authorized in advance by the employee's supervisor.

Overtime compensation will be paid to all Non-Exempt employees at one and one-half times the employee's regular hourly rate of pay for hours worked in excess of 40 in any workweek. Sick time will not be considered hours worked for the purpose of calculating overtime pay. Vacation time, personal days, and holidays shall be considered as hours worked for the purpose of computing overtime.

Employees who do not work scheduled overtime or who work overtime without prior approval are subject to discipline.

4.13 PERSONAL DAYS

The City of Pekin grants its regular full-time non-union employees ~~two~~three paid days each calendar year for personal time. These days require the prior approval of the supervisor or department head and may be taken to observe a religious holiday or to conduct personal business. Personal days are not cumulative from year to year and no compensation will be paid for unused time. Personal days may be taken in ~~half-day~~ increments if approved by the department head.

4.14 WORKERS COMPENSATION INSURANCE

The City carries and pays the full cost for workers compensation insurance for the benefit of employees who incur injury or illness arising out of and in the course of employment with the City, in accordance with applicable law.

Employees who sustain a work related injury or illness, no matter how minor, must *immediately* report it to ~~the Risk Manager and to the~~ employee's immediate supervisor if available, or to a supervisor on duty or the Risk Manager, at the time the injury happened. The supervisor is to be informed about how the injury happened, the nature of the injury, time of the incident, and if and where the employee is going for treatment.

When the illness or injury arises out of or in the course of the performance of the employee's duties, the employee is to be sent to the City Physician immediately, if it is not an emergency. In the case of an emergency, the employee should go, or be taken, to the nearest available clinic or hospital emergency room depending on the severity and/or time the action is taken. All employees involved in a work-related accident are required to undergo drug and alcohol testing immediately

after the accident without any deviation from the location of the accident to the designated physician's facility.

If the injury or illness is deemed compensable under the Illinois Workers' Compensation Act, the City will pay for necessary first aid, medical and surgical services thereafter, limited, however, to that which is reasonably required to cure or relieve the effects of the accident or injury, in accordance with applicable law.

Eligibility: This coverage is provided to all employees, and paid for by the City.

Neither the City, nor the insurance carrier, will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by the City.

4.15 BEREAVEMENT LEAVE

Each regular full-time Employees may be ~~grant~~allowed up to three (3) working days off with pay to make arrangements for and/or attend the funeral of a member of ~~his/her~~ the employee's immediate family, which shall include the employee's legal Immediate family includes spouse, civil union partner, ~~parent~~natural or adoptive child, father, mother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, grandparent-in-law, grandchild, ~~brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, or legal guardian,~~ or any relative residing in the employees home. Step relatives with the same relationship as above shall also be included. In addition, days off without pay may be granted due to the death of any close friend or relative with the approval of the department head. Regular part-time employees shall be entitled to one (1) day off with pay, based on four (4) hours pay to attend a funeral as provided for all full-time employees. Bereavement leave used during a vacation period shall extend or credit the employee's vacation. Employees shall be entitled to two (2) paid weeks bereavement leave in the event of a child's death, subject to the terms and requirements of the Illinois Child Bereavement Leave Act.

4.16 EMPLOYEE ASSISTANCE PROGRAM (EAP)

The Employee Assistance Program (EAP) is a confidential service designed to help employees resolve personal and workplace problems that have the potential of affecting job performance and personal well-being. Any employee or member of their immediate family may contact the designated EAP counselors, on a confidential basis and at no cost to the employee for up to ~~six~~ three visits per year, to seek evaluation and help to deal with the employee's ~~personal problems including, but not limited to: marriage and family problems, excessive stress at work or home, alcohol, drug and other dependencies, financial issues, etc.~~ mental and emotional well-being. Contact the Human Resources Director or your ~~D~~department ~~H~~head for more information.

5. TIME KEEPING and PAYROLL

5.1 TIME KEEPING

Accurately recording time worked is the responsibility of every employee. Federal and state laws require the City to keep an accurate record of time worked in order to calculate employee pay and benefits. "Time worked" is all the time actually spent on the job performing assigned duties. Full-Time employees, regardless of exempt status, are expected to work 40 hours per week by either their presence or by using benefit hours to complete the 40 hours.

All employees, regardless of status, must accurately record each day's time on their time sheet. All other time is to be documented with an explanation on the time sheet. Employees are required to sign their time sheet if they do not electronically record the time themselves, and by signing, certify to the accuracy of the records submitted. All employees are to be given copies of their time sheet upon request. No employee may record or sign another employee's time record under any circumstances. Overtime work must always be approved by the immediate supervisor before it is performed.

~~Since worked hours are recorded to the nearest quarter hour, hourly employees should begin their workday no more than seven (7) minutes prior to their scheduled starting time or continue working more than seven (7) minutes after their scheduled stop time without expressed, prior authorization from their supervisor.~~

Altering, falsifying, tampering with time records, or recording time in a deceiving manner in order to receive pay inappropriately may result in disciplinary action including, but not limited to, termination of employment.

5.2 PAYROLL PERIODS

The pay period consists of fourteen (14) consecutive days beginning with the first shift on Sunday and ending with the last shift on the second Saturday. Starting and ending times of shifts may vary depending on the job assignment.

All employees are paid bi-weekly (every other week) and paychecks are normally distributed on the Friday following the end of the pay period. A designated employee from each department will be allowed to pick up paychecks for their department. The bi-weekly pay schedule is typically made up of twenty-six (26) pay periods per year. Changes will be made and announced in advance whenever the City's holidays or closings interfere with the normal pay schedule. The City offers the convenience of direct deposit. The employees are encouraged to participate in this benefit.

5.3 PAY CORRECTIONS

The City takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck. The City prohibits improper deductions from employee paychecks. In the event ~~that~~ there is an error in the amount of pay (including any improper deduction) employees should promptly notify the ~~finance department~~ payroll coordinator so that corrections can be made as quickly as possible.

6. WORK CONDITIONS and HOURS

6.1 SAFETY

Overview

Safety is a top priority for the City and we are committed to maintaining a safe and healthful work environment for employees. To assist in providing a safe work environment, the City has established a workplace safety program. The City Safety Committee is comprised of representatives from various City departments. Goals of the safety committee include developing, implementing, monitoring, and evaluating safety and emergency procedures. ~~Safety Committee members hold 2 year staggered terms.~~ Its success depends on the alertness and personal commitment of all employees.

The City provides information to employees about workplace safety issues through regular internal communication channels. Employees also receive periodic workplace safety training. The training covers potential safety hazards and safe work practices and procedures to eliminate or minimize hazards.

Some of the best safety improvement ideas come from employees. Employees with ideas, concerns, or suggestions for improved safety in the workplace are encouraged to raise them with the City's Safety Committee or their department head. Reports of workplace safety issues may be made anonymously to Human Resources if the employee wishes. All reports can be made without fear of retaliation. The Safety Committee has in place a Safety Suggestion Program.

Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must use safety equipment whenever the job requires. Employees must immediately report any unsafe condition to the appropriate supervisor. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action, up to and including termination of employment.

Safety Policy

The City has a formal Safety Manual ~~which is attached to and a part of this Personnel~~ will be provided to all employees. It also recognizes individual departments have unique issues and safety needs and may have their own department-specific policies in place. Employees shall refer to and familiarize themselves with both the City Safety Manual and those policies put into place within their respective departments.

Your job may have additional safety guidelines which are established for your protection, and the protection of others. If so, you will be required to know and follow them carefully. The City provides personal protective equipment (PPE). Employees are expected to wear the appropriate PPE at all times. Any questions regarding safety guidelines should be directed to your supervisor, department head, or the City Manager.

Concealed Carry

Employees may not possess or use any weapon except for Illinois certified Peace Officers, at any time while on duty in the employment for the City of Pekin or in any City of Pekin owned, leased, or controlled building or vehicle, including anywhere that City business is conducted. This policy also applies to City of Pekin sponsored functions such as parties or picnics and other such events.

Regardless of whether an employee possesses a concealed carry weapon permit or is allowed by law to possess a weapon, weapons are prohibited in any City controlled building or vehicle or in any location in which the employee represents the City of Pekin for business purposes.

If otherwise permitted by law, employees who lawfully possesses a firearm may transport or store the firearm in a locked, privately owned motor vehicle in any City of Pekin parking lot or other designated parking area provided that the firearm is (1) locked in the trunk of the employee's vehicle, (2) kept in the glove compartment or closed console of the employee's locked vehicle, or (3) stored out of plain sight in the employee's locked vehicle.

Prohibited weapons include any form of weapon or explosive restricted under local, state or federal regulation including all firearms, illegal knives or other weapons covered by the law. Legal chemical dispensing devices such as pepper sprays that are sold commercially for personal protection are not covered by this policy. If you have a question about whether an item is covered by this policy, please call the Human Resources Office. You will be held responsible for making sure that any potentially covered item you possess is not prohibited by this policy. Only the Police Chief, or his designee, may authorize the carrying of or use of a weapon while serving in employment of the City of Pekin

Employees who violate this policy will be subject to disciplinary actions, up to and including employment termination.

6.2 INCLEMENT WEATHER and EMERGENCY CLOSINGS

All employees are expected to report to work during inclement weather conditions. However, if weather conditions are extreme and travel to work would present a safety concern, employees should contact their immediate supervisor. Depending on your job duties, or other circumstances, your supervisor may send a city vehicle to pick you up or give you the option of remaining at home. Employees choosing to remain at home will be paid for the day using benefit time, i.e. vacation, sick, personal, or comp time, if available and if the employee has no available benefit time, the employee shall not be paid for such leave.

On occasion, bad weather occurs during the day after you have arrived at work. Depending on your job duties, or other circumstances, and if approved by the City Manager, employees may be sent home with the option of using comp time, vacation, or personal time, if available, for remaining hours of the work day. Employees who choose to remain at work will be paid their normal rate of pay for that day.

6.2 (a) EMERGENCY CLOSINGS

In the event an emergency (such as power failure) disrupts City operations, City administration will make every effort to open City facilities and offices to the public and employees. In extreme cases, such circumstances may require a delay in opening a facility or the closing of a work facility. Critical City operations and services may be required to maintain a minimum level of staffing during adverse weather or emergency conditions when other employees are not required to report to work.

6.3 WORK SCHEDULES

Work schedules for employees may vary due to the needs of the City and each Department. Department heads will establish, subject to approval of the City Manager, the working schedule for employees within their department, unless otherwise outlined in a collective bargaining agreement.

Department H~~e~~ads shall have authority to vary the working hours for employees to meet operational needs of the department and, when possible and appropriate, meet employee needs, so long as it does not create overtime or other unnecessary expense, or unduly disrupt operations. Any change in a work schedule desired by an employee must be approved by his/her department head.

Staffing needs and operational demands may necessitate changes in starting and ending times, as well as variations in the total hours that may be scheduled each day and week. The standard work week, for all full-time employees, is forty (40) hours from the first shift on Sunday to the last shift on Saturday, as scheduled by the respective supervisors unless otherwise specified in writing. Some employees may be scheduled to work less than the standard forty hours. Salaried and management personnel shall spend the time necessary to properly perform their duties and responsibilities but shall work a minimum of forty (40) hours. Fire Department employee hours may be based on twenty-four (24) hour shifts.

6.4 EMPLOYEE MEETINGS and TRAINING

All employees, as a condition of employment, must attend scheduled orientation and training sessions as assigned.

Periodic employee meetings scheduled by management provide an opportunity to inform employees of the City policies, provide training, and to disseminate information. It also provides the employee an opportunity to express his or her views and make contributions for improvements.

All meetings and seminars will be classified as either optional or mandatory. Mandatory meetings are considered to be important to the employees as well as to the City, and are considered as hours worked for pay and overtime purposes. Failure to attend mandatory meetings will result in disciplinary actions similar to other violations of City policies. Optional meetings are highly encouraged, but no disciplinary action will be taken as a result of not attending.

6.5 CONFERENCE AND MEETING EXPENSES

The City Manager or Department Head s may approve travel to conferences and meetings for persons in their departments to represent the City and are responsible to approve all such related expenses in accordance with departmental budgets and established policy and procedure. The City of Pekin will regulate the reimbursement of all travel, meal and lodging expenses to its employees per Public Act 99-0604, Local Government Travel Expense Control Act.

The City will only pay out of town expenses as defined in this policy for those conferences and meetings that are determined to be advantageous to the conduct of City business and according to the Local Government Travel Expense Control Act and Internal Revenue Service regulations and policies. Employees are encouraged to travel together when more than one individual is attending the same event in order to reduce costs.

Transportation: It is expected that the shortest and most direct route and the least expensive method of transportation will be used. City owned vehicles shall be used whenever possible and is the preferred form of transportation. If private vehicle is used for travel, the transportation allowance shall be at the current allowable Internal Revenue Service rate and based upon the trip originating and ending at City Hall, plus tolls and parking. Prior to the date of travel by use of a privately owned vehicle, the employee must provide proof of a valid driver's license issued by the State of Illinois and automobile insurance coverage in an amount not less than that required by the Illinois Vehicle Code to the Human Resources office. If air or train travel is selected, it will be at coach-class fare. The City will pay the cost of round trip air-fare, the cost of employee travel to and from the employee's home and the air-terminal, the cost of employee parking at the air terminal, and the cost of transportation to and from the point of arrival/departure and the conference/meeting center. ~~If private vehicle is used for travel, the transportation allowance shall be at the current allowable Internal Revenue Service rate.~~ If a city-owned vehicle is used, there will be no allowance except for out-of-pocket operating expenses, such as re-fueling while on the trip. When feasible, employees are expected to car pool on out-of-town travel. A City vehicle shall be used for local travel when at all possible.

Lodging: The City will pay for conference and meeting-related out-of-town lodging. Employees are expected to stay at the conference center hotel/motel, any hotels/motels affiliated with the conference, or at a hotel/motel with rates not in excess of the conference hotel/motel. ~~Whenever appropriate, employees are encouraged to share rooms in order to save on travel expenses.~~

When the event is more than 120 miles from the City of Pekin, the City will pay for lodging on the evening before a conference only when the conference is scheduled to begin before noon the following day. Similarly, the City will pay for lodging on the evening of a conference when the conference ends after 5:00 p.m. when the event is more than 120 miles from the City of Pekin.

Meals and Incidental Expenses: Per Diem Basis – The City will reimburse employees for meals based on United States General Services Administration per the M & IE Breakdown chart. For travel out of state, the maximum daily meal reimbursement will be determined by the City Manager/Finance Director or the current IRS Per Diem Rate. Under the per diem basis, no receipts are necessary to turn in.

~~Reimbursement shall be made for the reasonable cost of meals and incidental expenses. The City shall establish from time to time the maximum allowance per day for meals and incidental expenses in accordance with IRS specifications. Meal reimbursements will only be made for meals~~

during regular business hours and when the employee is 50 miles away from his or her normal work location. Employees are expected to use discretion in meal reimbursement. In general, breakfast is only reimbursable if the employee's travel time necessarily begins before 7:00am.; lunch is only reimbursable if the employee is necessarily travelling during normal lunch hours. Dinner is only reimbursable if the employee's actual departure time to the event is before 5:00pm or the employee's return time is after 6:30 pm. In other words, if the employee has a reasonable opportunity to eat breakfast before travel begins, breakfast is not reimbursable.

Reimbursements will only be made for actual expenses incurred and with complete receipts attached to the reimbursement form. Any expense reimbursement over \$2,000 must be approved by the City Council prior to the reimbursement on the next available accounts payable run. Incidental expenses shall be defined as local taxi fares for transport to and from meeting, business telephone calls, local parking, tolls, and tips. Tipping shall not exceed 20%. Car rental expenses related to meeting or business purposes may be approved if unusual situations so require such rental.

Advances for travel expenses may be provided to an employee by submitting a travel, meal and expenses reimbursement form to the department head for approval and upon final approval by the finance department and the supervisor and will be paid on a regular accounts payable run.

Conference Expenses: The City will pay for all necessary conference fees, registration, and materials charges, in accordance with IRS limits.

Procedures: Travel, lodging, and registration arrangements must be made as far in advance as possible, and at least two weeks in advance, to allow for securing the lowest rates and obtaining the required approval from the Department Head or City Manager. No travel expenses shall be reimbursed without receipts. Certain situations may require prior approval of the City Manager. Employees must submit a completed expense form with receipts within 14 days of the employees return.

Travel advances and per diem checks may be made on the regular bill runs, by approval of the responsible Department Head, to cover estimated expenses of the travel; reconciliation of the advance with the actual expense receipts shall take place as soon as possible, but no later than within 30 days after the travel is completed, by submittal to the Department Head and the Finance Department for the accounting of actual travel expenses; including receipts for all expenses. If an employee has received cash in advance, and total expenses are less than the amount of the advance, a check in the amount of the difference must be submitted to the Finance Department within 10 business days of return from trip.

6.6 CORPORATE CARD PROGRAM

The purpose of the City's Corporate (Credit) Card Program is to establish a more efficient, cost-effective method of purchasing and paying for small dollar transactions. The program is designed, in part, ~~to replace department purchase orders to~~ improve efficiencies when making purchases, and eliminate the use of petty cash fund reimbursements for small dollar purchases including office supplies, subscriptions, computer software and accessories, certain maintenance and repair materials, and other petty cash type items.

Cardholder Use Only – The Corporate Card may be used only by the employee to whom the card has been issued or employees who have been authorized to do so. The cardholder is responsible and accountable for all transactions that occur on his or her card. The cardholder may be held personally responsible for unauthorized or inappropriate charges.

City Purchases Only – The Corporate Card is to be used for City-authorized purchases only. The Corporate Card cannot be used for any personal use and any such use will require immediate reimbursement and should only be the result of an extreme emergency and improper use will result in disciplinary action that may include termination of employment. ~~When~~If unauthorized purchases are inadvertently included ~~on approved out-of-town travel expenses~~, the employee must immediately reimburse the City and provide a written explanation.

Spending Limits – The person using the card must attain his or her supervisor's approval for the purpose and estimated amount of purchase prior to use. Card spending limits will be set by the Finance Department.

Prohibited Uses of Corporate Cards – The following types of items may **not** be purchased with a Corporate Card, regardless of the dollar amount:

- Cash advances.
- Telephone charges; except during travel, to be included in lodging charges.
- Any additional goods or services specifically restricted by the departments.
- Personal items.
- Unauthorized entertainment expenses.

Cardholders must review detailed Finance Department Corporate Card policies and procedures and sign the Cardholder Agreement form prior to receiving a Corporate Card. Any rebates or benefits associated with purchases are the property of the City of Pekin and may not be used for personal benefit.

6.7 MEAL AND BREAK PERIODS

Meal periods of not less than twenty (20) minutes duration are provided to all employees working a shift of at least seven (7) hours. ~~D~~department ~~H~~head s will schedule meal periods to accommodate operating requirements. Break periods not to exceed fifteen (15) minutes per four hours worked may be scheduled or approved by department heads if needed and not disruptive to operations. Break times cannot be combined, and cannot be used for reporting late or leaving work early. Employees are expected to eat in the breakroom or other designated location rather than at their work location.

6.8 COMPENSATORY TIME OFF (COMP TIME)

Compensatory time for employees covered under collective bargaining agreements is governed by and described within the applicable agreements. However, the City provides compensatory time to non-exempt, non-union employees. When an employee who is eligible for compensatory time under this policy works in excess of 40 hours in a workweek, the employee is eligible to be paid at the rate of one and one-half times their regular hourly rate of pay or for compensatory time off at a rate of one and one-half hours for each hour of overtime.

Regular full-time non-exempt, non-union employees may accrue up to ~~forty (40) hours at time and one-half (60 hours total)~~. Each individual employee is responsible for maintaining written accrual and utilization records on their time sheet in accordance with the terms of this policy.

Employees may use accrued compensatory time within a reasonable period after making the request as long as the absence does not unduly disrupt the operations of the department. ~~It is anticipated by the City that compensatory time will be used for personal commitments, rest and recuperation after particularly heavy work loads or allow for additional time in conjunction with scheduled vacation time.~~ It is expected that employees will make all efforts to avoid ~~not to be used~~ ing it on Mondays and Fridays to extend the weekend or immediately before or after a holiday without department head or City Manager's prior approval. Factors that will be considered include staffing and operational demands.

Non-union employees will not be compensated, either during or upon separation of employment from the City, for any accumulated but unused compensatory time. Exempt employees are not eligible for compensatory time.

7.0 UNPAID LEAVES OF ABSENCE

7.1 PERSONAL LEAVE OF ABSENCE

The City will consider requests for personal leaves of absence from regular full-time and regular part-time employees who have at least twelve (12) months of continuous service. The City provides personal leave of absence in certain circumstances not covered by FMLA or other City leave policy. Requests are granted based on the nature of the request and the service needs of the City. Leaves of absence under this policy are unpaid.

Eligible employees may request a leave of absence for a period of up to twelve (12) weeks. Employees must submit a request for a leave of absence at least 30 days in advance, whenever the need for leave is foreseeable. If the need for leave is not foreseeable, employees must request leave as soon in advance as practicable.

Personal leave itself is unpaid. However, City policy requires employees to first use their available paid time off (vacation, sick leave, compensation time, etc., as applicable) during the FMLA leave period. When an employee has taken all available accrued paid leave, any additional leave under this policy will be unpaid. Paid sick leave is not available under circumstances in which the employee is not otherwise eligible for such leave.

Employees on leave of absence under this policy are prohibited from engaging in outside or supplemental employment.

Benefit accruals, such as vacation and sick time, will be suspended during any unpaid portion of leave under this policy and will resume upon return to active employment.

So that an employee's return to work can be properly scheduled, an employee on leave must, whenever possible, provide his or her supervisor with at least two weeks advance notice of the date he or she intends to return to work.

When a leave ends, the employee will normally be reinstated to the same position, if it is available, or to a similar position for which the employee is qualified. However, approval of leave does not guarantee reinstatement in all cases. If another position is not found for the employee within thirty (30) days from the date the leave expires, the employee's employment will be terminated. If an employee fails to report to work promptly at the end of the approved leave, the employee is considered to have voluntarily resigned unless otherwise protected by applicable law.

Please note that the eligibility and other requirements and limitations do not apply to an employee's request for reasonable accommodation under the ADA. Employees in need of leave as reasonable accommodation under the ADA for a medical condition may make such a request regardless of their length of service, employment category, or other requirement of this policy. See Reasonable Accommodation policy.

7.2 MILITARY LEAVE

A military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and applicable state law. Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable. Employees on military leave must apply for reinstatement in accordance with USERRA and all applicable state laws.

Differential pay may be granted for military leave ~~greater than two weeks~~ in accordance with state and federal law. When military leave does not qualify for pay. Employees may use their available vacation, personal, or compensatory time while absent for service under this policy.

7.3 EDUCATIONAL LEAVE & FINANCIAL ASSISTANCE

The City encourages employees to continue their education and professional development whenever possible. Employees should take advantage of worthwhile educational opportunities to help improve job performance in their current positions. Employees may request leave and financial assistance for courses of study that the City determines are directly related to the employee's present job or that will enhance the employee's potential for advancement to a position within the City and to which the employee has a reasonable expectation of advancing. Factors the City will consider in approving courses include the nature and purpose of the course of study, the benefits of the course to the employee and the City, the employee's current position and length of service, and cost.

Employees may request a leave of absence without pay for educational purposes for up to 12 months duration when absence from work is needed to attend classes at a junior college, college, or trade school. All educational leave requests must be approved in advance according to the City's Tuition Reimbursement policy and by recommendation by the department head and approval by the City Manager. The Human Resources Director should be contacted regarding how

seniority, health insurance, vacation, and other benefits are affected during and after the leave of absence.

All employees seeking reimbursement *must be pre-approved* under the Tuition Reimbursement Policy. The Tuition Reimbursement Policy is available through the Human Resources Department. Approved employees are eligible for reimbursement according to the Tuition Reimbursement Policy available in the Human Resources Department. The maximum reimbursement for tuition is limited to the current tuition rate per hour for courses at University of Illinois-Springfield. Tuition reimbursements will be made through the payroll process and be taxed according to IRS regulations.

Department heads or the City Manager may approve time off for employees to attend approved classes, workshops or seminars to improve job performance or prepare for advancement or promotion opportunities. Time off for these purposes can be with or without pay depending on the program content, and fees may be reimbursed depending on the availability of budgeted dollars.

While educational leave and ~~financial assistance~~ tuition reimbursement are expected to enhance an employees' performance and professional abilities, the City cannot guarantee that participation in formal education will entitle the employee to automatic advancement, a different job assignment, or pay increase.

7.4 FAMILY AND MEDICAL LEAVE

Eligible employees may take up to 12 workweeks of unpaid FMLA leave in a consecutive 12-month period (rolling year) for specified family and medical reasons. Employees may take up to 26 weeks of military caregiver leave to care for a covered servicemember with a serious injury or illness, in accordance with FMLA.

Eligibility

Employees are eligible if they have worked for a covered employer for at least 12 months, has worked 1,250 hours over the previous 12 months, and is employed at a worksite with at least 50 employees within 75 miles of that worksite.

Conditions Triggering Leave

Eligible employees may take 12-weeks unpaid FMLA leave during the leave year for one or more of the following reasons:

- For incapacity due to pregnancy, prenatal medical care, or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care (leave must be taken during the 12-month period following the birth or placement, and must be taken in a single consecutive period and may not be taken intermittently or on a reduced schedule);
- To care for the employee's spouse, son or daughter, or parent of the employee, who has a serious health condition; or

- For a serious health condition that makes the employee unable to perform the employee's job; or
- Any qualifying exigency, or condition allowed by FMLA regulations.

Federal law specifies employee eligibility for leave and provides certain limitations and conditions. Spouses who both work for the City may only take a combined total of twelve (12) weeks for the birth or placement of a child. However, each employee may use the remainder of his/her individual FMLA leave for other allowable reasons.

Definition of Serious Health Condition

For the purposes of this policy, a serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Military Family Leave

Qualifying Exigency Leave Eligible employees may take up to 12 weeks of FMLA leave for certain qualifying exigencies arising out of the fact that a spouse, son, daughter, or parent of the employee is on covered active duty or call to active duty status. Qualifying exigencies may include short-notice deployment (up to 7 days of leave); attending certain military events; arranging for alternative childcare; addressing certain financial and legal arrangements; periods of rest and recuperation for the servicemember (up to 5 days of leave); attending certain counseling sessions; attending post-deployment activities (available for up to 90 days after the termination of the covered servicemember's covered active duty status; and, other activities arising out of the servicemember's covered active duty or call to active duty and agreed upon by the City and the employee.

Leave to Care for a Covered Servicemember FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list. A covered service member is also a veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness or who was a member of the Armed Forces (including the National Guard or reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation or therapy.

For leave under this section, a "serious injury or illness" is defined as:

(1) For a member of the Armed Forces (including a member of the National Guard or Reserves), an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or that existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; or

(2) For a veteran who was a covered servicemember of the Armed Forces (including a member of the National Guard or Reserves), an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or that existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

Spouses who both work for the City may only take a combined total of 26 weeks in a single 12-month period to care for a covered servicemember.

Calculation of FMLA Leave

Eligible employees may receive up to 12 workweeks of unpaid leave during any "rolling" 12-month period, measured backward from the date of any FMLA leave. FMLA leave for the birth or placement of a child for adoption or foster care must be concluded within 12 months of the birth or placement of the child.

Intermittent Leave

Eligible employees may take FMLA intermittently or on a reduced hour basis when medically necessary for the employee's own or immediate family member's serious health condition. Leave due to qualifying exigencies and to care for a covered servicemember with a serious illness or injury may also be taken on an intermittent basis. Intermittent leave is not permitted for birth of a child, to care for a newly born child, or for placement of a child for adoption or foster care.

Where an employee requests intermittent leave or leave on a reduced hours basis due to an immediate family member's or the employee's own serious health condition, the City has the option, in its sole discretion, to require the employee to transfer to a temporary alternative job (with equivalent pay and benefits) for which the employee is qualified and which better accommodates the intermittent leave or reduced hours leave than the employee's regular job.

Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the City's operations.

Use of Accrued Paid Leave

FMLA leave itself is unpaid. However, City policy requires employees to ~~first~~ use their available paid time off (vacation, sick leave, etc., as applicable) concurrently during the FMLA leave period. When an employee has taken all available accrued paid leave, any additional leave under this policy will be unpaid. Paid sick leave is not available under circumstances in which the employee is not otherwise eligible for such leave.

Outside Employment

Employees on leave of absence under this policy are prohibited from engaging in outside or supplemental employment.

Requesting Leave

To request FMLA leave, employees must complete a Request for Leave form and submit it to the Human Resources Director.

Notification by Employee

When the need for leave is foreseeable (such as the birth or placement of a child and certain medical treatments), the employee must notify the City at least 30 days in advance of the requested leave. When 30 days' notice is not possible, the employee must give notice as soon as practicable (usually within 1 or 2 business days of learning of the need for leave). Failure to provide timely notification may result in delay or denial of leave.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated date when the leave would start and the duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Calling in "sick" is generally not sufficient. Employees also must inform the City if the requested leave is for a reason for which FMLA leave was previously taken or certified.

Certification

If the employee is requesting leave due to the employee's own or a covered family member's serious health condition, employees are required to provide a certification and periodic recertification from a health care provider supporting the need for leave. The employee must provide a copy of the certification in a timely manner (fifteen calendar days after leave is requested). All appropriate information must be provided on the certification. Under certain circumstances, the City may require second or third medical opinions and periodic recertifications. Failure to comply with these requirements may result in delay or denial of leave. Employees may be required to provide a fitness-for-duty certification before returning to work.

Benefits

Employees taking leave under this policy who participate in the City's group health plan may continue coverage under the plan on the same terms as if they had continued work, with the City paying its portion of the premiums and the employee paying his or her portion. If paid leave is substituted for unpaid leave, the City will deduct the employee's portion of the group health insurance premiums through payroll deduction. If leave is unpaid, employees must pay his or her portion to the City prior to the first day of each month. If the employee's share of the premium payment is more than 30 days late, loss of coverage may result.

If an employee fails to return to work from FMLA leave, the City reserves the right to recover reimbursement for the employer-paid portion of benefits coverage, unless the employee fails to return due to the continuation, recurrence, or onset of a serious health condition or circumstances beyond his or her control.

Return to Work

Upon returning from FMLA leave, most employees must be restored to their original position or to an equivalent position with equivalent pay, benefits, and other employment terms. Job restoration may be denied if the employee qualifies as a “key employee” (generally the highest paid 10% of the City’s workforce) and restoration would cause substantial and grievous economic injury to the City.

Questions

Questions about this policy should be directed to the Human Resources Director.

Limited Nature of This Policy

This policy is intended to provide only those leave benefits and protection required by the Family and Medical Leave Act and any applicable law.

7.5 VOTING

The City encourages employees to fulfill their civic responsibilities by participating in elections. Generally, employees are able to find time to vote either before or after their regular work schedule. If an employee’s work hours begin less than two hours after the opening of the polls and end less than two hours before the closing of the polls, the City will grant up to 1 hour paid time off to vote. Employees must request time off under this policy before the election day. Employee will be required to provide their receipt from the polling place. The City may schedule the hours during which the employee takes time off to vote under this policy.

7.6 VESSA LEAVE

The Illinois Victims’ Economic Security and Safety Act (VESSA) provides that an employee who is a victim of domestic or sexual violence may take up to a total of 12 workweeks of leave during any 12-month period to address the sexual or domestic violence. Reasons for leave under this policy can include seeking medical care, counseling, victim services, safety planning, and legal assistance. Employees must provide at least 48 hours’ notice of the need for leave under this policy, unless providing such notice is not practicable. Employees may be required to provide certification that the leave is for one of the purposes covered under VESSA. Employees who have any questions about VESSA leave should contact the Employee Benefits Coordinator.

7.7 SCHOOL VISITATION LEAVE

The City provides eligible employees who have exhausted all paid time off (except sick and disability) unpaid time off to attend school conferences and activities of their child. Under this

policy, “child” includes biological, adopted, foster, stepchild of the employee, and/or legal wards of the employee.

To be eligible for leave under this policy, employees must have been employed by the City at least 6 months working at least half time. Employees must provide at least 7 days advance notice of the need for leave under this policy whenever possible. Employees must provide at least 24 hours’ notice in an emergency situation.

Employees may request up to 8 hours leave per school year under this policy. However, no more than 4 hours of school visitation leave may be taken in any one day. Upon return from the leave, employees must provide documentation to the Employee Benefits Coordinator or Department Head from the school verifying the date and time of the visit. Contact the Employee Benefits Coordinator for more information or questions about and requests for parental leave for school visits.

7.8 Administrative Leave

In the interest, protection, or security of an employee of the City, or if the employee’s presence on the job is judged to be detrimental to the operation, the Department director and the Human Resources Director may place the employee on administrative leave with pay for up to ten (10) working days. Any other circumstance requiring the use of administrative leave must be authorized by the Human Resources Director and the City Manager. If the situation is not resolved during those ten (10) days, the employee must be placed on vacation, sick, personal leave or leave without pay.

8. EMPLOYEE PERFORMANCE AND BEHAVIOR

8.1 EMPLOYEE CONDUCT AND WORK RULES

To ensure orderly operations and provide the best possible work environment, employees are expected to follow certain rules of conduct that will help protect the interests and safety of all employees and the City. While it is impossible to list every rule of conduct, the following are some examples. Violations of City work rules include, but are not limited to:

- Negligence or improper conduct leading to damage of property
- Theft or inappropriate removal or possession of property
- Falsification of records or statements, or deliberately using any type of misleading, inaccurate, or falsified records or statements (including employment application)
- Working under the influence of alcohol or illegal drugs
- Boisterous or disruptive activity
- Possession, distribution, sale, transfer, or use of alcohol, illegal drugs in the workplace, while on duty, or while operating City-owned vehicles
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
- Insubordination (including disobeying supervisor’s instructions and disrespectful conduct)
- Inappropriate attire

- Violation of safety or health rules
- Smoking in prohibited areas
- Felony conviction
- Sexual and any other unlawful or unwelcome harassment
- Profanity
- Excessive tardiness, absenteeism, or any absence without notice
- Inappropriate use of telephones, mail system, electronic communications, computers, or any equipment
- Violence or threat of violence, bullying, intimidation, or any disorderly conduct
- Gambling
- Unsatisfactory performance or conduct
- Failure to obtain approval for overtime
- Improper use of Leave Time or other benefits
- Unauthorized disclosure of confidential information
- Unauthorized solicitation and/or distribution during work hours
- Failure to follow any other City rule or policy

Employees who engage in unacceptable or inappropriate behavior are subject to discipline, up to and including termination of employment. Discipline can include verbal warning, written warning, suspension with or without pay, and termination of employment. The City retains the right to use progressive discipline or not, as it deems appropriate in each instance.

8.2 USE OF CITY PROPERTY AND EQUIPMENT

Employees are responsible for all City property and equipment issued to them or in their possession or control. When using City equipment and property, employees are expected to use care and follow all operating instructions, safety standards, and guidelines. Employees must immediately notify their supervisor if any equipment, machines, tools, or vehicles appear to be damaged, defective, or in need of repair. Prompt reporting of damage, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. All employees must report to their immediate supervisor the loss of any City property/equipment that has been furnished to the individual.

City property may not be removed or used for personal use unless authorized by the City. Employees must return all City property immediately upon request or upon termination of employment. The improper, careless, negligent, destructive, or unsafe use or operation of City equipment can result in disciplinary action, up to and including termination of employment.

8.3 CITY VEHICLES AND DRIVING ON CITY BUSINESS

Any employee who drives a City vehicle is expected to treat it with care. Any employee who abuses a City vehicle through lack of care or unsafe or distracted driving will be subject to disciplinary action up to and including termination. In the event of an accident involving a City vehicle or while on City business, the employee must report all information immediately to their supervisor or, in their absence, the Risk Manager.

When driving a City vehicle or personal vehicle on City business, employees are prohibited from using cell phones and any other electronic equipment, unless specifically allowed by law. Employees should safely pull off the road and come to a complete stop before dialing, talking, texting, or using any electronic equipment. Distracted driving is considered a serious offense and employees must be aware of their surroundings and their concentration levels at all times.

City vehicles are intended to be driven by the assigned employee or agent only of the City. Operators of City vehicles and anyone driving on City business must comply with all applicable motor vehicle laws and regulations, including laws governing cell phone use and use of electronic communications and equipment, and drivers must possess a valid driver's license. There shall be no unauthorized drivers or passengers in City vehicles.

All drivers and passengers in City vehicles are required to wear safety belts according to state law. City vehicles may not be driven for private use unless specific arrangements have been made in advance. Alcohol, cannabis, illegal drugs or chemicals are not allowed in a City vehicle at any time and no driver who has been drinking alcohol or is under the influence of alcohol, drugs, or other chemicals is allowed to drive a City vehicle. There is no smoking in City vehicles.

The improper, careless, negligent, or unsafe operation of City vehicles, as well as excessive or avoidable traffic and parking violations, loss of license and any other violation of this policy can result in disciplinary action, up to and including termination of employment.

Employees shall immediately report, in writing, all damage to the City vehicles and equipment, and file such reports which contain all known facts surrounding the cause and nature of the damage.

Employees should be aware that City vehicles may have GPS tracking devices, Automatic Vehicle Locators (AVL), and/or cameras recording driver and passenger activity. Tampering with AVL, GPS, cameras or other recording devices is grounds for dismissal.

8.4 WORKPLACE VIOLENCE PREVENTION

The City is committed to preventing workplace violence and maintaining a safe work environment. All employees and public should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay" or other conduct that may be dangerous to others. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited from City premises without proper authorization.

Conduct that threatens, intimidates, or coerces another employee, or member of the public will not be tolerated. All threats of (or actual) violence, both direct and indirect, must be reported as soon as possible to your immediate supervisor or any other member of management. This includes threats by employees, as well as threats by customers, vendors, solicitors, or other members of the public during their course of business with the City of Pekin. When reporting a threat of violence, employees should be as specific and detailed as possible. All suspicious individuals or activities should also be reported as soon as possible to a supervisor. Do not place yourself in peril.

The City's goal is to have quality employees that portray and embody professionalism throughout the workday. Bullying will not be tolerated. The City also prohibits acts, omissions,

or both, that a reasonable person would find abusive, based on the severity, nature and frequency of the conduct, including, but is not limited to: repeated verbal abuse such as the use of derogatory remarks, insults, and epithets; verbal, non-verbal, or physical conduct of a threatening, intimidating, or humiliating nature; or the sabotage or undermining of an employee's work performance. It shall be considered an aggravating factor if the conduct exploits an employee's known psychological or physical illness or disability. A single act may not constitute abusive conduct, but an especially severe and egregious act may meet this standard.

The City will promptly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. In order to maintain workplace safety and the integrity of its investigation, the City may suspend employees, either with or without pay, pending investigation.

8.5 DISCIPLINARY POLICY AND PROCEDURES

POLICY:

VIOLATION OF THE CITY'S RULES OF CONDUCT, OR OF ANY OF THE POLICIES LISTED IN THIS MANUAL, MAY RESULT IN DISCIPLINARY ACTION, UP TO AND INCLUDING IMMEDIATE DISMISSAL, BASED UPON THE SEVERITY OF THE VIOLATION AND/OR OFFENSE AT ISSUE.

Supervisors are to provide direction and counseling about performance and conduct on the job routinely in the course of everyday conversation. The purpose of ~~the Constructive Criticism meetings~~ counseling and recording of counseling and disciplinary events through the performance management system, including constructive criticism process is to provide a way for the employee and his or her supervisor to solve problems in a positive, constructive manner. However, should an employee's performance or conduct require extra discussion, the supervisor will arrange a private meeting with the employee to assure the employee is aware of the problem or issue, is trained and knows what is expected, no obstacles prevent the employee from doing what is expected, the employee has received adequate feedback of how his/her performance or conduct compares to expectations, and is aware of the consequences of non-compliance.

PROCEDURE:

1. The first step to be taken when an employee's conduct or ability to perform assigned duties has not been satisfactory should be in person meeting and counseling session with the immediate supervisor. Such meeting/counseling session should be recorded in the performance management records. This step is not considered a written reprimand but is only recorded for purposes of memorializing the discussion.
2. ~~4-~~When the conduct or ability of an employee is such that duties are not being performed satisfactorily or the supervisor's expectations are not being met, and satisfactory improvement has not resulted from ~~Constructive Criticism meetings~~ 1: the supervisor shall record in detail the employee's job performance issues on a Disciplinary Action Form as a verbal warning. The supervisor shall specifically state the unsatisfactory performance and the recommended action to be taken. A copy of any written disciplinary report shall be given to the employee with a copy placed in the employee's personnel file, and shall be signed by both the employee

and the supervisor. A copy of any disciplinary report that includes suspension and/or dismissal shall be sent to the City Manager prior to the specific action being taken.

3. When a reprimand seems warranted, the supervisor shall meet with the employee, ascertain reasons for the act, and if warranted, reprimand the employee verbally or formally with a written Disciplinary Action ~~Report~~ Form as a Written Warning. A ~~note~~ copy of any ~~verbal~~ written reprimand shall be placed in the employee's personnel file.
4. Suspension is a temporary separation without pay. Available paid time off (vacation, personal, sick or comp time) may not be used in lieu of unpaid suspension. It is used for infractions not grave enough for dismissal. It is also used during the time an investigation is being conducted. If an investigation finds discipline unwarranted, the employee shall be returned to duty and paid for the time suspended. Suspensions may not be imposed without prior discussion with the City Manager.
5. Dismissal is discharge made for misconduct or other "for cause" issues, performance issues, "at will" terminations, or reductions in force due to changing business operations, and/or program modifications resulting in changes in personnel requirements.

8.6 GRIEVANCE PROCEDURE

In General – In most cases, employees are able to satisfactorily address workplace concerns with their supervisor, department head, or the Human Resources Director. Good relationships are easier to achieve in an open atmosphere where problems and opinions are discussed freely, frankly, and sincerely and with the goal of serving the City through effective communication and performance of the employee's job.

In the event an issue cannot be resolved on an informal basis, employees may utilize the following Grievance Procedure (if not covered by a collective bargaining agreement). Employees are afforded the right to express issues and complaints without fear of reprisal.

If the issue involves sexual or other harassment, or an issue involving employee or public safety, or as required by law, employees may bypass any or all steps in this policy and raise the issue directly with their supervisor, department head, Human Resources Director, or the City Manager.

Procedures – The following grievance procedure may be used by any employee who has a complaint:

Step 1: Employees can present the problem orally or in writing to his or her immediate supervisor. The supervisor will normally respond no later than the 14th calendar day after the complaint is made. If the supervisor does not respond within 14 days, or the problem is not resolved to the employee's satisfaction, the complaint may proceed to Step 2.

Step 2: The employee shall submit his or her complaint in writing to their department head, if the department head is not their immediate supervisor, within five (5) working days of the supervisor's decision in Step 1. When circumstances warrant, the department head will investigate and evaluate the complaint and attempt to reach a settlement. The department head shall make his or her decision and discuss it with the employee no later than the 14th calendar day after the written complaint is received. If the employee fails to receive a reply in fourteen (14) calendar days, if a satisfactory settlement cannot be reached, or if grounds for settlement are not within the scope of the department head's authority, the complaint can proceed to Step 3.

Step 3: The employee shall submit his or her complaint in writing to the ~~Human Resources Director~~ City Manager. When circumstances warrant, a thorough investigation will be conducted and a conference will be scheduled among the employee, his or her immediate supervisor and/or department head, and the City Manager. A ruling on the matter will be delivered in writing to the employee within fourteen (14) calendar days, following the conference, unless the investigation requires additional time, for which all parties will be notified of the need for additional time for investigative purposes only, and the decision of the City Manager shall be final and binding.

Time Limits: A complaint may ~~not~~ be considered untimely (and therefore may not be considered) under the Procedure if the time elapsed between its occurrence and the initial discussion with the supervisor equals or exceeds thirty (30) calendar days.

An employee wishing to appeal a decision rendered at any of the steps must do so within three (3) working days after notification of the decision. Should three (3) working days pass without notification by the employee of his or her intentions to appeal, the matter shall be considered settled.

In cases that require extensive investigation, time limits specified in the steps may be extended at the City's discretion.

Any City employee may file a grievance pursuant to this procedure without fear of retaliation or reprisal from others. An employee experiencing such conduct shall report it to the Human Resources Director so that it can take appropriate steps to stop or otherwise remedy such retaliation.

8.7 THEFT AND FRAUDULENT ACTIVITIES POLICY

Any employee who has reason to believe theft, fraudulent activity, or other illegal act has occurred (or may is likely to occur) in conjunction with any City department, function, or activity shall immediately report it to the Human Resources Director or their department head.

Fraudulent transactions and other acts covered under this policy may include but are not limited to: misappropriation of City funds, theft of the City property, or falsification of records or reports, waste, or abuse of funds, property, or other resources.

Employees must cooperate fully with those performing investigations pursuant to this policy. Employees found to have participated in any fraudulent act or other activity in violation of this

policy will be subject to disciplinary action up to and including termination from employment. In addition, criminal or civil actions may be taken against employees who participate in such acts.

For the purpose of this policy, fraud shall be defined to include: The intentional deception by an individual or individuals, either internal or external to the City, which could result in a tangible or intangible benefit to themselves, others, or the City, or could cause detriment to others or the City. Fraud includes a false representation of a matter of fact, whether by words or by conduct, by false or misleading statements, or by concealment of that which should have been disclosed, which deceives and is intended to deceive.

8.8 E-MAIL AND INTERNET POLICY INFORMATION TECHNOLOGY

Information Technology (IT) is a vital part of doing business for the City of Pekin. It allows employees, citizens, vendors, and the community to gain a better understanding of the goals, objectives, processes, procedures, and accomplishments of the City of Pekin. Information technologies such as email seek to facilitate and maintain strong communications throughout the organization. The City provides a wide variety of communication tools and resources to employees for use in running day-to-day operations. Whether it is the telephone, voice mail, internet, intranet, e-mail, scanner, text message, or any other city-provided technology, use should be reserved for business related matters during working hours. All communication using these tools should be handled in a professional and respectful manner.

Employees should not have any expectation of privacy in their use of company computers, phones, or other communication tools. All communications made using company-provided equipment or services including email and internet activity, are subject to inspection by the City. Employees should keep in mind that even if they delete an email, voicemail, or other communication, a copy may be archived on the City's systems or provided in response to Freedom of Information (FOIA) request.

Employee use of City -provided communication systems, including personal e-mail and internet use, that are not job-related have the potential to drain, rather than enhance, productivity and system performance. Employees shall not turn off or tamper with antivirus protection software, make unauthorized changes to system configurations and proxies, GPS, AVL and other geo-locating systems installed on City owned devices including vehicles, cell phones, computers and any other electronic devices. All documents and City business should be conducted on the City drives and not on external devices. Violations of this policy may result in termination for a first offense.

All internal and external emails may be considered City records which may be subject to federal and state recordkeeping requirements as well as to discovery in the event of litigation or in response to a FOIA request. Be aware of this possibility when sending emails within and outside the City. Use of personal email for City business or to forward City emails may subject your personal account to the same recordkeeping requirements and disclosures. Use of personal email accounts for City business is prohibited.

The IT Department will from time to time present policies and procedures related to the daily operations of the City. The IT Department will set the rules, regulations, policies, and standard operating procedures (SOP) for the City's networks, servers, social media, email and other information technology in an ongoing and as needed basis due to the fast pace of changes to the environment.

All use of City-provided communications systems, including email and internet use, should conform to City guidelines/policies, including but not limited to equal opportunity, harassment, confidential information, and conflicts of interest. Confidential, protected or privileged information must be used with extreme care and shall not be sent to unauthorized parties outside of the City. Because email, telephone and electronic communication equipment are provided for City business purposes and are critical to the City's success, your communications may be accessed without further notice by the IT department administrators to ensure compliance with this guideline and IT department policies and standard operating procedures.

All employees and elected officials are required to adhere to such policies, regulations and SOPs. For more information you may request a copy of the full IT policy from the Human Resources Department. Nothing in this policy is designed to interfere with, restrain, or prevent employee communications regarding wages, hours, or other terms and conditions of employment as protected under the national Labor Relations Act. Employees have the right to engage in or refrain from such activities.

~~The City of Pekin provides access to the information resources of the internet and the use of email to help employees do their job and be a more productive employee. The facilities to provide that access represent a considerable commitment on the part of the City of Pekin. The following E-Mail and Internet policy is designed to help you understand our expectations, and to help you use those tools wisely.~~

~~The following guidelines are little more than good business practice. When applied to E-Mail and the Internet, these guidelines can help control the cost of the system and maximize its benefits for all the City of Pekin participants.~~

PURPOSE

~~The purpose of this policy is to establish an e-mail policy for all municipal employees, volunteers, appointees and elected officials that create, use, and manage e-mail as part of the transaction of business. Additionally, this policy will set forth some general guidelines as to what constitutes a "public record."~~

INTENT

~~To establish guidelines that will promote the effective capture, management, and retention of e-mail messages which are public records in compliance with records retention requirements. This policy is not intended to discourage the use of e-mail to conduct municipal business, but rather to establish a framework for its proper use as a communications tool. E-mail can still function as a viable, efficient means to conduct municipal business. Consistency, predictability, and reliability in the manner in which the e-mail system is used and in which public records are maintained within the municipality, are the primary focuses of this policy.~~

POLICY

All municipal records should be inventoried and analyzed for administrative, legal, financial and historical values to ensure that:

1. Valuable records are adequately preserved; and
2. Non records and obsolete records are destroyed in accord with authorized records retention schedules and after approval is received from the Local Records Commission.

SCOPE

This policy applies to all e-mail and attachments circulated within the municipality.

DEFINITIONS

A. E-mail messages are text documents which are created, stored, and delivered in an electronic format. As such, e-mail messages are similar to other forms of communicated messages, such as correspondence, memoranda, and circular letters.

B. Non-record messages are e-mail messages that do not set policy, establish guidelines or procedures, certify a transaction, or become a receipt. Rather, they are informal communications that are similar to communications during telephone conversations or conversations in an office hallway. Generally, non-record messages are short lived, with no historical significance or public importance, and need not be retained after they have fulfilled their purpose. Examples include:

1. Routine requests for information or publications which require no administrative action, policy decision, or special compilation or research, and copies of replies.
2. Originating office copies of letters of transmittal that do not add any information to that contained in the transmitted material.
3. Quasi-official notices including memoranda and other records that do not serve as the basis of official actions (i.e., holiday notices, meeting confirmations, etc.).

C. Records retention schedules are listings of agency records and how long they must be retained.

APPROPRIATE USE

E-mail and Internet services are City of Pekin property, and they are to be used primarily to facilitate city business. The City recognizes that there may be occasions where it is necessary to use the systems for incidental personal purposes. This does not, however, allow for continuous use during lunch hours or break times. Reasonable use for personal purposes may be permitted. As always, use of E-mail and Internet services may be monitored, and abuse of non-work related use of the systems may result in a loss of access and/or disciplinary action.

ACCESS AND PRIVACY

Users should take note that the information generated on e-mail may be a public record subject to public inspection. There is no expectation of privacy when using the city's network.

RETENTION

Generally, e-mail messages are temporary communications which are non-vital and may be discarded routinely. However, depending on the content of the e-mail, it may be considered public record. Accordingly, employees have the same responsibilities for e-mail messages as they do for any other public record and must distinguish between records and non-record information.

Non-record messages should be deleted from files as soon as they have fulfilled their purpose. These are records that are not required to be kept under law or whose preservation is not necessary or convenient to conduct municipal business. On the other hand, messages determined by users to be records should be properly preserved and disposed of as specified in the municipality's approved records retention schedule. Examples of messages considered to be records might include policy documents or contract related documents.

Messages and attachments shall be reviewed at minimum every 15 days and, if they are determined to be records, printed fully (including time, date, sender and receiver) and retained in paper format.

The IT Department shall delete all messages from the server thirty (30) days after they have been opened.

Factors to consider in deciding whether a document is a record are:

——— 1) ——— Is it in connection with the transaction of public business (this eliminates all e-mails which do not relate to public business, i.e., personal notes, etc.)?

——— 2) ——— Is it official documentary material (a draft of a letter vs. the letter itself)?

——— 3) ——— Is it FOIAable? For example, "preliminary drafts, notes, recommendations, memoranda and other records in which opinions are expressed, or policies or actions are formulated" need not be produced under FOIA, "except that a specific record or relevant portion of a record shall not be exempt when the record is publicly cited and identified by the head of the public body." Therefore, unless staff wishes to keep their preliminary drafts, notes, etc., there seems to be no point in keeping these documents and presumably they may be destroyed if paper or deleted if e-mail.

——— 4) ——— Is the material "appropriate for preservation by such agency or officer, or any successor thereof, as evidence of the organization, function, policies, decisions, procedures, or other activities thereof, or because of the informational data contained therein"? These would eliminate the necessity of keeping documents which do not reflect the official actions of the municipality, but rather the comments or actions of individuals which reflect not the policy of the municipality but the thought of the individual.

——— 5) ——— Does the document have any historical significance? Is the document evidence of the function, policies, decisions, procedures or other activities of the municipality or of just an individual?

~~6) Even if a document is a record it need not be kept forever. The LRA sets up timetables within which records may be destroyed. Each municipality should refer to its own Records Retention Schedule to determine how long a particular record must be retained. If a Records Retention Schedule does not yet exist, the Local Records Commission should be contacted by the municipality in order to gain assistance in:~~

- ~~a. creating an inventory of the documents that exist within the municipality;~~
- ~~b. determining the amount of time each category of records must be retained;~~
- ~~c. obtaining approval of the retention periods assessed to each record.~~

~~Examples of potential records requested to be retained in a Records Retention Schedule, and their generally requested retention periods, include:~~

- ~~• E-mails considered public records — 1 year~~
- ~~• Unsolicited applications for employment — 1 year~~
- ~~• Solicited applications for employment — 2 years~~
- ~~• FOIA requests and denials — 2 years after the date of filing~~
- ~~• Lawsuits — 3 years following final settlement~~
- ~~• Bids — 10 years (successful), 3 years (unsuccessful)~~
- ~~• Annexation agreements, transcripts, plats, ordinances — permanently~~

~~7) Many e-mail documents rapidly become stale and do not reflect “function, policies, decisions, procedures, etc.” when a matter is finalized. Therefore, the municipality can simply keep the final document.~~

~~8) Are the records duplicative? Only one copy need be retained.~~

~~NOTE: A public record that is stored and accessible after this time is still a public record and must be produced upon request, if it does not fall within one of FOIA’s exemptions. Accordingly, a systematic deletion program that eliminates obsolete documents should be implemented in conjunction with the system administrator.~~

EXAMPLES OF E-MAILS THAT GENERALLY CONSTITUTE PUBLIC RECORDS

- ~~• E-mail created or received by municipal employees in connection with municipal business~~
- ~~• E-mail that facilitates action, such as initiating, authorizing or completing a transaction in connection with municipal business~~

EXAMPLES OF E-MAILS THAT GENERALLY DON’T CONSTITUTE PUBLIC RECORDS

- ~~• Personal e-mail messages and announcements not related to municipal business~~

- Copies or extracts of documents e-mailed for convenience or reference
- Internal e-mails created by employees on work-related topics which do not facilitate action (i.e., cover notes, etc.)
- E-mails containing drafts, notes or inter-office memoranda that are not retained by the municipality in the ordinary course of business

EXAMPLES OF E-MAILS THAT MAY CONSTITUTE PUBLIC RECORDS

- E-mail that provides substantive comments on an action taken by the municipality (i.e., comments add to a proper understanding of the execution of the final municipal action)
- E-mail providing documentation of significant official decisions and commitments reached orally and not otherwise documented in the municipality's files

RESPONDING TO FOIA REQUESTS

If an e-mail does fall within the definition of a public record it may not be deleted, except as provided in the municipality's record retention schedule. Further, these e-mails should be reviewed prior to release under FOIA so that any exempt information contained in them may be deleted or redacted. Finally, if the e-mail falls within one of the exemptions (i.e., protected by attorney-client privilege), it need not be produced.

If in doubt as to whether an e-mail message is a public record or contains exempt information, contact Corporation Counsel or City Clerk for clarification.

COPY OF RECORD

Where e-mail communication is between a sender and a recipient, the sender's copy is designated as the copy of record. In other words, it is the sender's copy to which any retention requirements should apply. All other copies are merely "duplicates" and can be disposed of at will. Cases where this principle does not apply include e-mail received from other agencies or from the public.

REVIEW

A periodic review of this policy shall be undertaken to keep the policy current with best practices and new technology.

ACCEPTABLE USES OF THE CITY OF PEKIN E-MAIL AND THE INTERNET

The City of Pekin encourages the use of the e-mail and the Internet because they make communication more efficient and effective. The City also encourages the use of telecommunications to explore occupational topics, conduct research, and contact others in the same job field throughout the country. The City anticipates that the systems will expedite the sharing of effective practices and lessons across the community and will help the City stay on the leading edge of practice by forming partnerships with others across the nation. E-Mail and Internet service are City of Pekin property, and they are to be used exclusively to facilitate city business. Every employee has a responsibility to maintain and enhance the City of Pekin's public image and

to use e-mail and Internet access in a productive manner. Any unauthorized or improper use of e-mail or the Internet is not acceptable and will not be permitted.

UNACCEPTABLE USES OF THE CITY OF PEKIN E-MAIL AND THE INTERNET

City of Pekin e-mail and Internet access may not be used for transmitting, retrieving or storing any communications of a discriminatory or harassing nature or materials that are obscene or X-rated. Harassment of any kind is prohibited. (Refer to the City of Pekin Anti-Harassment policy). No messages with derogatory or inflammatory remarks about an individual's race, age, disability, religion, national origin, marital status, physical attributes or sexual orientation may be transmitted or forwarded using the City of Pekin system. No abusive, profane or offensive language may be transmitted through the City of Pekin's e-mail or Internet system. The City of Pekin's harassment policy applies in full to e-mail and Internet use. Employees do not have a personal privacy right regarding any matter created, received, stored or sent from or on the City of Pekin's e-mail or Internet system or computers.

The City of Pekin e-mail and Internet system also may not be used for any purpose that is illegal, against City policy or contrary to the City of Pekin's best interest. Solicitation of non-City business or any use of the City of Pekin e-mail or Internet system for personal gain is prohibited.

RULES FOR ELECTRONIC COMMUNICATIONS

Each employee is responsible for the content of all text, audio or images that he or she places on or sends over the City of Pekin's e-mail or Internet system. Employees may not hide their identities or represent that any e-mail or other electronic communications were sent from someone else or from another business entity. Employees must include their name in all messages communicated on the City of Pekin's e-mail and Internet system.

Any messages or information sent by an employee to another individual outside the City of Pekin via the City of Pekin e-mail or Internet system (including bulletin boards, online services or Internet sites) are statements that reflect on the City of Pekin. Despite personal "disclaimers" in electronic messages, any statements may be tied to the City of Pekin. Any communication defaming another person, group or organization is strictly prohibited.

All communications sent by employees via the City of Pekin's e-mail or Internet system must comply with all policies and may not disclose any confidential or proprietary information relating to the City of Pekin.

If employees receive unsolicited e-mail from outside the City that appears to violate this policy, the employee should notify his or her supervisor immediately. Similarly, if any employee accidentally accesses an inappropriate web site in the normal course of business, the employee should notify his or her supervisor immediately.

DOWNLOADING SOFTWARE

To prevent the downloading of computer viruses that could contaminate the system, no employee may download software without prior authorization from his/her department head. If unsure, the department head should clear the request with the IT Department before authorization is granted. Any and all software that is downloaded must be registered with the City of Pekin.

COPYRIGHT AND TRADEMARK ISSUES

Copyrighted and trademarked material that does not belong to the City of Pekin may not be transmitted by employees on the City of Pekin's e-mail or Internet system without permission from the holder of the copyright or trademark. Every employee who obtains access to other companies' or individuals' materials must respect all copyrights and trademarks and may not copy, retrieve, modify or forward copyrighted materials, except with permission or as a single copy for reference only.

SYSTEM SECURITY

The City of Pekin reserves the right to monitor how employees use e-mail and the Internet. The City of Pekin will monitor e-mail messages, Internet use and other electronic files created by employees on a random basis, and where there is good cause for such monitoring or some legal obligation to do so. All messages created, sent or received over the City of Pekin's e-mail or Internet system are the City of Pekin's property and should not be considered private information. The City of Pekin reserves the right to access and monitor EVERY message and file on the e-mail or Internet system. Despite the existence of any passwords, employees should not assume that any electronic communication is private. Highly confidential information or data should be transmitted in other ways.

VIOLATIONS

Any employee who violates these rules or otherwise abuses the privilege of the City of Pekin's e-mail and Internet system will be subject to corrective action up to and including termination. If necessary, the City of Pekin also reserves the right to advise appropriate officials of any illegal activities.

8.9 MEDIA, PUBLIC RELATIONS AND SOCIAL MEDIA

The City of Pekin seeks to work cooperatively with the media and the community to disseminate information of public interest and concern in an accurate, complete, appropriate, and timely manner. Employees should not speak to the media or public relations entities (bloggers, chat rooms, online site managers) on behalf of the City or any individual Department without contacting the Department Head/Chief or the City Manager. All media inquiries from media outlets should be treated as a high priority and directed to the City Manager. The Public Information Officer may respond to inquiries to the police department under the direction of the Police Chief. Generally, unless otherwise authorized by the City Manager or City Council, no employee is authorized to speak on behalf of the City.

The City also recognizes the prevalence and importance of social media. Social media includes, but is not limited to, online forums, communities, and social networking sites. The City recognizes that communication via social media applications can be beneficial to the residents, business, visitors and employees. Typical uses of social media by the City to:

- Share Emergency information quickly;
- Connect with and engage residents and business-owners;
- Promote City sponsored events, programs and services;
- Notify community members of changes in events or meeting schedules;
- Promote community outreach

All City social media accounts for City business purposes must be launched as business accounts using authorized logos, taglines and naming conventions. If approved and applicable approved social media applications should be linked form the City of Pekin's website and vice versa.

The use of social media by City employees can become a problem, however, if it interferes with an employee's work, is used to harass coworkers, creates a hostile work environment, harms the goodwill or reputation of the City, releases private, privileged, or confidential information about students, employees, patients or customers of the City of Pekin, activities, or claims against the City (litigation), or if it in any way adversely affects the City.

Employees are expected to use their professional judgment and take the most prudent action possible with regard to social media posts. If a City employee is uncertain about the appropriateness of a social media posting, he or she should refrain from making the post, and contact the Human Resources Director.

While it is not possible to list all inappropriate social media activity, following are some guidelines:

1. No City employee other than a designated spokesperson may speak on behalf of the City.
2. If an employee identifies himself or herself as a City employee or discusses matters related to the City on social media, the employee must make clear that he or she is an employee of the City and that the views posted are those of the person (the employee) alone and they do not represent the views of the City or any agency or department of the City. The employee must keep in mind that if information is posted in violation of City policy or any law, the disclaimer will not shield the employee from disciplinary action.
3. Unless given written consent by the City, an employee shall not use the City's logo or trademarks on any social media post.
4. All postings on social media must comply with the City's confidentiality, ethics, harassment, safety, and personnel policies. If an employee is unsure about the confidential nature of information the employee is considering for posting, the employee must first consult with their supervisor.
5. Employees shall not link any post to the City's website, nor shall an employee post City material, on a social media site ~~without written permission from City Human Resources~~ for purposes other than sharing the information unchanged and without commentary.

Violation of this policy may lead to discipline up to and including the immediate termination of employment.

8.10 ANTI-HARASSMENT POLICY AND COMPLAINT PROCEDURE

POLICY STATEMENT

The City is committed to providing a work environment free from unlawful discrimination and harassment. Discrimination or harassment of any kind based on sex, race, color, national origin, age, religion, disability, handicap, sexual orientation, protected veteran status, marital status, ancestry, order of protection status or any other legally protected characteristic is strictly prohibited. Actions, words, jokes, or comments based on any of these characteristics will not be tolerated. The City of Pekin does not tolerate harassment of any kind by municipal officials, agents, employees, agency or office, nor does it tolerate harassment by customers, clients or vendors. Please see City Ordinance 2776-17/18 regarding the City's sexual harassment policy.

Sexual harassment is one type of harassment that is prohibited. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitutes sexual harassment when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Other conduct commonly considered to be sexual harassment includes:

- **VERBAL:** sexual innuendoes, suggestive comments, insults, humor and jokes about sex, anatomy or gender-specific traits, sexual propositions, threats, repeated requests for dates, or statements about other employees, even outside their presence, of a sexual nature.
- **NONVERBAL:** suggestive or insulting sounds (whistling), leering, obscene gestures, sexually suggestive bodily gestures, "catcalls", "smacking", or "kissing" noises
- **VISUAL:** posters, signs, pin-ups or slogans of a sexual nature
- **PHYSICAL:** touching, unwelcome hugging or kissing, pinching, brushing the body, coerced sexual intercourse, or actual assault

PROCEDURES

If you believe you have been subject to or witness to sexual or other unlawful harassment, employees should deal with the incident(s) as directly and firmly as possible by clearly communicating his/her position to the offending employee, municipal official or municipal agency and report it immediately to your supervisor, department head, or Director of Human Resources. Such conduct must be reported whether it occurs at or away from City facilities, during work hours

or outside work hours, and whether committed by a City employee or by another person the employee encounters as part of employment by the City, such as a supplier.

Any supervisor or manager who becomes aware of possible sexual or other unlawful harassment must immediately report such information to the Human Resources Director or City Manager even if the employee has asked that no action be taken on the complaint.

Employees can make good faith reports and complaints of sexual or other harassment without fear of reprisal or retaliation. Retaliation by any person against an employee, municipal official, or municipal agency making such a report or complaint or participating in a related investigation is strictly prohibited and any such retaliation subjects an employee or municipal official, to disciplinary action, up to and including termination of employment.

False and frivolous complaints refer to incidents where the accuser is using a sexual harassment complaint to accomplish some end other than stopping harassment. It does not refer to charges made in good faith which cannot be proven. Given the seriousness of the consequences for the accused, a false and frivolous charge is a severe offense that can itself result in disciplinary action.

All complaints of sexual or other harassment will be promptly and thoroughly investigated. To the extent possible, the City endeavors to maintain confidentiality of complaints and related investigation. However, because of the serious implication of harassment charges and the difficulties associated with their investigation and the questions of credibility involved, the claimant's willing cooperation is a vital component of an effective inquiry and an appropriate outcome. The State Officials and Employees Ethics Act (5ILCS43-/15-10) provides whistleblower protection from retaliatory action such as reprimand, discharge, suspension, demotion, or denial of promotion or transfer that occurs in retaliation for and employee. It is also a civil rights violation for a person or two or more people to conspire, to retaliate against a person because he/she has opposed that which he/she reasonably and in good faith believes to be sexual harassment in employment because he/she has made a charge, filed a complaint, testified, assisted, or participated in an investigation, proceeding or hearing under the Illinois Human Rights Act. (775 ILCS 174/15(a))

Any employee or official who has engaged in sexual or other unlawful harassment or otherwise violated this policy will be subject to disciplinary action, up to and including termination of employment.

Refer to City Ordinance 2776-17/18 for the complete sexual harassment policy

The City hopes that any incident of sexual harassment can be resolved through the internal process outlined above. This policy, however, does not preclude any employee from filing a complaint with an appropriate outside agency. Employees may choose to file a complaint of harassment with either of the following:

Illinois Department of Human Rights
Intake Unit
535 West Jefferson 1st Floor
Springfield, IL 62702
(217) 785-5100

OR

Federal Equal Employment Opportunity
Commission
230 S. Dearborn St. #1866
Chicago, IL 60604
(800) 669-4000

8.11 DRUG AND ALCOHOL POLICY

The City is committed to providing a safe and healthy workplace and a work environment that promotes employee health and well-being and public confidence. The City expects all employees to report for work in a condition to perform their duties safely and satisfactorily. Employee involvement with drugs and alcohol can adversely affect job performance and employee morale, jeopardize employee and public safety, and undermine public confidence.

~~It is a violation of City policy for any employee to use, possess, manufacture, transport, distribute sell, trade, and/or offer for sale, illegal drugs or alcohol while on the City property or while representing or working for the City. Furthermore, any such conduct (as well as alcohol use) off premises and/or during non-working hours that adversely affects or has the potential to adversely affect safety or performance is also prohibited. An employee found to be under the influence of alcohol or found to have a detectable concentration of an illegal drug while on duty or while representing the City is subject to termination.~~

~~Any employee convicted of any criminal offense involving alcohol or illegal drugs or other controlled substance in connection with or related to their employment with the City in any manner is required to notify their department head in writing of such conviction within five (5) days of the conviction. Failure to provide such notice will result in termination.~~

~~If an employee has knowledge of the presence or use of drugs, alcohol or other intoxicants or the presence or use of illegal drugs, alcohol or other intoxicants or controlled substance on City property or in City equipment or vehicle, that employee is required to report such presence as well.~~

~~Employees may be required to submit to blood, urine or other diagnostic tests to detect alcohol or drugs in their system. Testing that may be required includes the following:~~

- ~~1. Post Offer/Pre Employment. The City requires employees who have been extended a conditional offer of employment to undergo a drug and alcohol test. Individuals subject to this testing who refuse to take a test or who test positive will not be eligible for employment with the City.~~
- ~~2. Post Accident. When an employee is involved in an on-the-job accident, he or she may be required to undergo a drug and alcohol test. An "accident" includes an incident that results in death or bodily injury to an individual requiring medical treatment away from the scene of the accident; any incident resulting in damage to property; and any serious or potentially serious incident, including near misses, in which safety precautions were violated or unusually careless acts were performed. Testing shall occur as soon as possible after the accident; however, nothing in this policy shall be construed to require the delay or necessary medical attention for the injured following the accident. Each employee whose performance could have contributed to the accident is subject to testing.~~
- ~~3. Reasonable Suspicion Testing. When an employee's supervisor or other supervisor has reason to believe an employee on City property or during work hours is using or is under~~

~~the influence of prohibited drugs or alcohol, or that there has been a violation of this policy, the employee may be required to undergo a drug and alcohol test.~~

Drug-Free Work Place

In order to ensure a safe work environment and compliance with the Federal Drug-Free Workplace Act of 1988(41 U.S. C. 8101 et seq.). The City of Pekin maintains a drugfree workplace to ensure the safety of its employees and citizens. The use of controlled substances is inconsistent with the behavior expected of employees, subjects all employees, visitors to our facilities, and citizens to unacceptable safety risks, and undermines the City's ability to operate effectively and efficiently. Violation of the Drug-Free Workplace Act could subject the employee to mandatory participation in a drug abuse or rehabilitation program and to disciplinary action. Accordingly, the City of Pekin prohibits employees from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, use of drugs and alcohol in the workplace in accordance with the requirements of Public Law 100-690, 102 Stat. 4181.

Alcohol and Drug Testing for CDL Employees

Alcohol and drug testing for Commercial Driver's License (CDL) holders will be prohibited from any alcohol or drug use that could affect performance on the job. Use includes use on the job; use during the eight (8) hours before driving; having prohibited concentrations of alcohol in their systems while driving; and use during the eight (8) hours following a reportable accident. No employee will report for duty or remain on duty when the employee uses any controlled substance except when the employee has previously notified his/her supervisor that the use is pursuant to the instructions of a physician who has advised the employee that the substance does not adversely affect his/her ability of safely operate a motor vehicle.

Substance Screening

For the purpose of assuring compliance with the Federal Department of Transportation Regulations and this policy, applicants for CDL positions and current CDL drivers will be subject to controlled substance and alcohol screening under the circumstances described below. Applicants and drivers are required to submit to testing in the following situations as a condition of employment:

- Pre-employment/Pre-duty – testing will be administered to an applicant offered a position in the City prior to the first time the employee operates a vehicle in association with their job duties for the City.
- Post-Accident – testing will be administered to any City employee involved as a driver in any vehicle related accident in which bodily injury or fatality or property damage results.
- Reasonable Suspicion – testing will be required if the actions, appearance or conduct of any City employee driver receives advanced knowledge of the time of testing. All drivers will have an equal chance of being selected each time a random selection is made. The number of controlled substance tests conducted annually will equal or exceed 50% of the number of driver positions subject to the testing. The number of alcohol tests conducted annually will equal or exceed 25% of the number of driver positions subject to testing.
- Follow-up and Return to Duty – Any driver who has been required to or voluntarily undergoes rehabilitation for substance abuse must submit to a drug test and an alcohol test before returning to work. In addition, the driver will be

subject to follow-up testing not to exceed sixty (60) months following the driver's return to work.

Refusal to submit to the testing, tampering with the collection, failure to report to the collection site in the allotted time are all violations of this policy and will result in immediate suspension without pay and disciplinary action up to and including termination.

Post-Accident

When an employee is involved in an on-the-job accident, he or she may be required to undergo a drug and alcohol test. An "accident" includes an incident that results in death or bodily injury to an individual requiring medical treatment away from the scene of the accident; any incident resulting in damage to property; and any serious or potentially serious incident, including near misses, in which safety precautions were violated or unusually careless acts were performed. Testing shall occur as soon as possible after the accident; however, nothing in this policy shall be construed to require the delay or necessary medical attention for the injured following the accident. Each employee whose performance could have contributed to the accident is subject to testing.

Positive Testing Consequences

If the testing confirms prohibited alcohol concentration levels or the presence of a control substance, any job applicant will be deemed ineligible for employment, and any employee may be terminated immediately from employment with the City. In accordance with federal regulations, an employee testing positive pursuant to this policy will be referred for an evaluation by a substance abuse professional. Such referral does not negate a termination with the City. The City retains the authority consistent with local, state and federal law to discharge any employee whose current use of alcohol or drugs affects the employee's qualifications for the performance of his/her job, and/or presents a safety concern to him/herself or others.

Other Provisions

Any employee convicted of any criminal offense involving alcohol or illegal drugs or other controlled substance in connection with or related to their employment with the City in any manner is required to notify their department head in writing of such conviction within five (5) days the next business day after the decision of the conviction. Failure to provide such notice will result in termination.

If an employee has knowledge of the presence or use of drugs, alcohol or other intoxicants or the presence or use of illegal drugs, alcohol or other intoxicants or controlled substance on City property or in City equipment or vehicles, that employee is required to report such presence immediately to their supervisor, the risk manager or as well.

If an initial screening test indicates a positive finding, a confirmation test will be conducted. Any employee who refuses to submit to testing under this policy is subject to termination. An employee will be subject to the same consequences of a positive test if he or she adulterates or dilutes the specimen, substitutes the specimen with that of another person, will not sign the required forms, or refuses to cooperate in the testing process in such a way that prevents completion of the test. In the event the city decides to discipline an employee for violation of this policy they shall be given the opportunity to contest the basis of that decision via the grievance procedure.

For the purposes of this policy, an employee shall be deemed to have used, or be under the influence of, or impaired by alcohol when any test demonstrates a blood/alcohol, concentration within the employee's system of or equivalent to .04 percent or more, and by drugs, intoxicants, or other controlled substance whenever any testing confirms the employee has detectable levels of a drug, intoxicant, or other controlled substance or its components within the employee's system for which the employee has not provided proof of a current prescription.

The City reserves the right to carry out reasonable searches of employees and their property, including but not limited to desks, files, clothing, lockers and private vehicles parked on City property. An employee who refuses to submit immediately to such a search shall be subject to termination.

Testing records will be made available to subsequent employer upon receipt of a written request from an employee only as expressly authorized by the terms of the employee's request, in accordance with Federal law and regulation.

Employees are prohibited from bringing drug paraphernalia onto the City property at any time. An employee who possesses or distributes such paraphernalia while on the City property, or while representing the City, shall be subject to termination.

Employees who take over-the-counter or prescribed medications are responsible for being aware of any effect(s) the medications may have on the performance of their duties and must promptly inform their immediate supervisor if any medication may impair their ability to do their jobs. The employee must also maintain the substance in its original container, identifying the medications, dosage, date of prescription, and prescribing physician. If an employee's use of any medication could adversely affect the safe performance of his or her job duties or conduct on the job, the employee must provide their department head with a statement from the physician indicating the employee is able to work while taking such medications and listing any precautions, safety restrictions, or any on-duty limitations resulting from the use of the medication. An employee who fails to do so shall be subject to disciplinary action, including termination. In addition, employees who take over-the-counter or prescribed medications contrary to the instructions of the label or physician, may be subject to disciplinary action, including termination.

The City encourages any employee with a drug or alcohol problem to contact their department head or the Human Resources Director for assistance. The City may, at the employee's request, and when it is the first occurrence, refer her or him to an assistance program for information or professional assistance. The City includes such treatment as an eligible expense in its medical insurance program. All communications will be strictly confidential. Employees will not be subject to discipline for voluntarily acknowledging a drug or alcohol problem prior to detection. However, this will not excuse any violation of this drug and alcohol policy for which the employee is subject to disciplinary action, including, but not limited to, termination.

8.12 SMOKING POLICY

The City is committed to providing a safe and healthy environment. The City strives to be a smoke/tobacco/vaping/nicotine-free workplace. All City-owned or operated buildings and vehicles are non-smoking areas. Smoking and the use of tobacco products is prohibited in any enclosed building and within 15 feet of any entrance or exit.

Smoking, tobacco use, and vaping are strictly prohibited in City vehicles.

8.13 ATTENDANCE and PUNCTUALITY

Employees are expected to be reliable and punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on our ability to serve the public. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they must notify their supervisor at work or at home as soon as possible before the start of the scheduled work time. If unable to reach the supervisor, the employee must notify the front desk receptionist or the Human Resources office.

The supervisor has the discretion to excuse late notification in the event of unusual or exceptional circumstances. Poor attendance and excessive tardiness are disruptive and may lead to disciplinary action up to and including termination.

An employee who is absent for a period of three (3) consecutive days without notification will be considered to have voluntarily resigned.

By definition, any employee who is not at his or her workstation (area) prepared to start work at the scheduled starting time for the shift is late. Likewise, an employee who does not return to work in a timely manner after a meal or other break is considered late.

Any employee who reports to work more than ten (10) minutes after the beginning of the shift must report to his/her immediate supervisor prior to beginning work.

8.14 PERSONAL APPEARANCE AND IMAGE

It is the policy of the City that each employee's dress, grooming, and personal hygiene must be appropriate to the work situation. Employees are expected at all times to present a professional business-like appearance that is neat and clean to the public we serve. The City may be judged not only by the quality of its services, but also by the appearance of those providing the services. Therefore, while freedom of individual expression and changing styles and fashion are recognized, it remains important to meet the expectations of the public while representing the City. Good grooming and appropriate dress reflect employee pride and inspires community confidence. This policy applies to all City employees and volunteers.

During business hours and business functions, and when representing the City, employees are expected to present a clean and neat appearance and to dress according to the requirements of their positions. Employees are expected to dress in business casual unless circumstances require a more professional image. ~~Business casual includes collared and/or Henley-style city shirts and polo shirts; dress pants, khakis, and long capri pants (but not clam diggers or cargo style). Shorts are not allowed. Dresses and skirts must be mid length (at or below the knee); mini skirts (at mid-thigh or above) are not allowed. Spaghetti strap or backless dresses are prohibited.~~

~~Employees may not wear spandex/leggings, flip-flops, tank or halter tops, sweatpants or yoga pants, sweatshirts, shorts or T-shirts with unauthorized or inappropriate printed slogans or designs, excessive or obstructive jewelry (two earrings per ear allowed), novelty buttons, and similar items of casual attire that do not present a businesslike appearance.~~

All employees are expected to maintain appropriate dress and grooming within the business casual standards based on their position and working situation. While each department and position may have different standards with respect to dress and grooming, all employees should adhere to the following guidelines:

- Attire should be clean and properly fitting;
- Clothing should not be tattered, ragged, or overly-revealing;
- Employees should maintain good personal hygiene; and
- Employees should refrain from the overuse of perfume, cologne, and other scented products. Strong odors may be offensive to others.

Some examples of inappropriate clothing include:

- Attire containing obscene, profane, discriminatory, provocative or inflammatory words or pictures;
- Attire depicting alcoholic beverages, drugs, and/or drug paraphernalia;
- Pool/beach attire; and
- Any other item of clothing deemed inappropriate by your supervisor.

Your supervisor is responsible for evaluating the dress and appearance of employees under their supervision. Employees may be sent home to change into appropriate clothing (time spent in transit will not be considered working time). Failure to adhere to appropriate dress and grooming standards may result in disciplinary action up to and including termination.

All attire must be clean and pressed. Furthermore, facial jewelry, such as eyebrow rings, nose rings, lip rings, and tongue studs, is not appropriate and must not be worn during work hours.

Hair must be clean, combed, and neatly trimmed or arranged.

The City may designate Casual Days, generally on Fridays, for employees. This designation is a privilege that is offered to provide a more comfortable and relaxed work atmosphere. Casual day may be revoked at any time for any reason. The following guidelines shall be followed:

- 1) Employees scheduled to meet with the public or with persons outside the department must wear normal business attire;
- 2) Business casual attire must be professional and appropriate for the workplace;
- 3) Denim jeans may be allowed.
- 4) Casual shirts, dress shirts, sweaters, blouses and tops are acceptable.

Casual Days does not apply to employees in departments where uniforms are the normal dress.

Depending on the nature of their job, certain employees may be required to meet special dress and grooming standards, such as wearing uniforms or dressing in designated business attire for specific occasions. Employees must consistently wear nametags and insignias identifying the City and the employee when required. Employees conducting or attending meetings, seminars, roundtables, etc. with the public are expected to represent the City in a professional manner and dress appropriately for conducting such business.

Any employee whose appearance does not meet these guidelines will be sent home and instructed by their direct supervisor or department head to return to work in proper attire. Consult with your department head if you have questions as to what constitutes appropriate attire.

The image you portray is also affected by the spirit with which you contribute to the team effort. Courtesy, in person, by telephone, or by letter, is expected of each employee when interacting and communicating with other employees, and the public.

8.15 RETURN OF PROPERTY

Employees are responsible for all property, materials, or written information issued to them or in their possession or control. Employees must return all the City property, including all equipment, supplies, and keys immediately upon request or upon termination of employment. Where permitted by applicable laws, the City may withhold from the employee's check or final paycheck the cost of any items that are not returned when authorized by the employee.

8.16 RESIGNATION

Resignation is a voluntary act initiated by the employee to terminate employment. To resign from the City in "good standing," an employee must provide written notice to his or her department head in a reasonable period in advance of the actual day of separation. The City requests thirty (30) calendar days' notice for most job categories unless a shorter timeframe is approved by the department head in writing, but in no case will less than two (2) weeks' written notice be considered a resignation in good standing. Failure by the employee to give notice may result denial of consideration for future employment.

Any employee absent from work without notice for three (3) consecutive work days will be deemed to have voluntarily terminated employment. This method of resignation precludes any reemployment with the City.

9. MISCELLANEOUS

9.1 SOLICITATION AND DISTRIBUTION

Solicitation of, or the distribution of literature to visitors of our facilities is strictly prohibited. Solicitation of employees or the distribution of literature, pamphlets or other materials, by anyone not an employee is strictly prohibited on the City property.

Solicitation of employees by other employees and/or the distribution of any literature between employees is prohibited during working time (“working time” applies not only to the employee doing the solicitation or distribution, but also to the employee being solicited or receiving the distribution) and in work areas.

The City recognizes that employees have interests in events and organizations outside the workplace. However, excessive unauthorized sales of tickets, solicitation of contributions, or the distribution of handbills can be disruptive in the workplace. Such activities require prior approval of the department head. In some instances, the collection of money for presents, flowers, parties, donations, or for cases of particular hardship can be considered appropriate. In these exceptional cases, such collections may be permitted with the approval of the department head. All such approved solicitation may only be made during non-work time (regularly scheduled rest, meal periods, and other periods when employees are not on duty).

9.2 JURY / WITNESS DUTY

The City encourages employees to fulfill their civic responsibilities by serving jury duty when summoned. Any employee who is summoned and participates in jury duty shall be paid the difference between their regular rate of pay and the jury per diem for each day the employee normally would have worked. ~~The employee must surrender to the City Clerk~~ Finance Department ~~any compensation received for jury duty, except for mileage fees.~~ Any employee off on jury duty shall report for work when released from jury duty during any period the employee would be scheduled for work.

Employees who receive a summons must provide a copy of the summons to their supervisor as soon as possible. Employees must provide proof of service and proof of per diem paid by the court upon completion of the jury duty period, or as requested by the City. The employee must surrender to the ~~City Clerk~~ Finance Department any compensation received for jury duty, except for mileage fees. It is the employee’s responsibility to keep his or her supervisor informed as to the expected amount of time required for jury duty.

If you are subpoenaed as a witness in a court or administrative hearing not involving personal litigation or service as a paid expert witness, you will be granted paid time off work if such time off will not be detrimental to the City operations, and you may keep any witness fees. If you are subpoenaed in the line of duty to represent the City as a witness or defendant, your appearance will be considered a part of your job assignment (time worked).

9.3 TELEPHONE AND CELL PHONE USE

Personal calls and use of personal cell phones or wireless communication devices (for talking, texting, or other use) during work hours is to be kept to a minimum. Personal cell phone or device use ~~should be set on the vibrate function~~ not be disruptive to work or co-workers ~~while at work and during work hours.~~

City telephones are intended to be used for business and job-related purposes only, and not for personal calls. Personal calls can be counter-productive and disruptive to the receiving employee and co-workers as well. While it is understood some non-business telephone interruptions are going to occur because employees can't always control the caller, it is the individual employee's responsibility to inform friends and relatives that, ~~except in cases of emergencies, they are not to be receiving personal telephone calls at work~~ should be minimal.

Use while driving should be limited and only with hand-free devices.

Only local in-country calls may be made on the City telephones. Disciplinary measures up to and including termination may result when personal telephone calls become excessive, disruptive and/or counter-productive to the employee or co-workers.

~~CITY CELL PHONES~~ Wireless Communication Devices

Wireless Communication Devices (cell phones, iPad, tablets, laptops, and other electronic devices) are allowed for employee use at the discretion of the City Manager. Cell phones are for business purposes ~~only~~, unless otherwise authorized by the City Manager. Employees will pay for upgraded phones at their own expense.

Personal Use: City employees are encouraged to keep their personal time their own and not use their cell phones/smart phones and devices excessively on off-City hours as this could be in violation of the Fair Labor Standards Act. Check with individual supervisors about recommendations for using your phone after regular City business hours. The City has legal requirements to provide information under FOIA regardless of ownership of the device. Use of such devices, city or personal subjects the employee and the employee's device records to civil or criminal discovery or disclosure under applicable public records laws. The City discourages using personal devices for City use or using a City owned device for personal use.

Usage of City cell phones for long distance calls is strongly discouraged.

9.4 USE OF CAMERAS / OTHER RECORDING EQUIPMENT

Caution should be taken with regard to the use of cameras, audio, video, cell phone cameras, smart watches, and other similar equipment while at work and in work areas. The City has legal, nondisclosure, and confidentiality obligations and respects the privacy of employees and the public. Employees may not record conversations or other employees without prior authorization from a supervisor and the people to be recorded. The City strictly prohibits the taking of photographs, audio and videos ~~recordings~~, whether by camera, phone, or any other device in such areas as restrooms, locker rooms, and other "private" places. Violations of this policy may result in actions being taken including confiscation of equipment, initiation of appropriate disciplinary measures including termination and/or potential legal action.

The City has many cameras and recording devices, as well as GPS tracking systems in vehicles and on premises. All City employees should be aware that they or their movements may be recorded by the City while in one of these areas or vehicles.

9.5 SOCIAL SECURITY POLICY

The City of Pekin adopted a Social Security Policy under the Identity Protection Act, 5ILCS 179/1 et seq. to state the purpose or purposes for which the ~~agency~~City or its designees can collect an individual's Social Security Number (SSN). Employees are to use the utmost care when collecting social security numbers and they will not use SSN for any unlawful purpose.

What does the City of Pekin do with your Social Security Number? The Identity Protection Act, 5 ILCS 179/1 et seq., requires each local and state government agency to draft, approve and implement an Identity-Protection Policy that includes a statement of the purpose or purposes for which the agency is collecting and using an individual's Social Security Number (SSN). ~~This statement of purpose is being provided to you because you have been asked by the City of Pekin to provide your SSN or because you requested a copy of this statement.~~

Why do we collect your Social Security Number?

You are being asked for your SSN for one or more of the following reasons:

- ~~Utility account or licensee application~~
- ~~Complaint mediation or investigation~~
- ~~Crime victim compensation~~
- ~~Law enforcement investigation~~
- ~~Child Support Collection~~
- ~~Internal verification~~
- ~~Administrative services and or;~~
- ~~Emergency Medical service response, disease control or other medical necessity;~~

What do we do with your Social Security number?

- ~~We will only use your SSN for the purpose for which it was collected~~
- ~~We will not:~~
 - ~~Sell, lease, loan, trade, or rent your SSN to a third party~~
 - ~~Publicly post or publicly display your SSN~~
 - ~~Print your SSN on any card required for you to access our services~~
 - ~~Require you to transmit your SSN over the Internet, unless the connection is secure or your SSN is encrypted~~
 - ~~Print your SSN on any materials that are mailed to you, unless State or Federal law requires that number to be on documents mailed to you, or unless we are confirming the accuracy of your SSN~~

For details Contact : City of Pekin City Clerk's Office 111 S. Capitol St. Pekin IL 61554
Refer to City Code: Chapter 1 Administration Article 8

9.6 WORKING OFF-PREMISES

Working off premises should be limited and only in rare cases with supervisory approval.
Employees who work off City premises must maintain appropriate care and security of all City equipment and information when authorized to work off-premises. Employees are responsible for

maintaining the confidentiality of City information, documents, passwords, and other information. Employees are also responsible for preventing unauthorized access to any City system or information from their worksite. Employees must dispose of work-related documents in a manner that will not jeopardize the interests of the City and in accordance with the Illinois Records Review Act, HIPAA, FACTA and any other state or federal regulations regarding the disposal of information.

All City equipment, property, information, hardware, software, and files remain the property of the City and shall be promptly returned to the City upon request or termination of employment.

9.7 REPORTING ACCIDENTS AND INJURIES

All City employees are required to report all on-the-job accidents including City vehicle accidents or accidents while driving on City business to their supervisors immediately. Employees or their supervisor will be required to complete a form 45 within 24 hours of the accident or incident and any witness statements must be reported as soon as possible.

9.8 POLITICAL ACTIVITIES

The support or promotion of political activities or interests by City employees during working hours or with City resources is strictly prohibited. Employees may not make statements or publish materials that imply City endorsement of a particular political candidate.

9.9 INSPECTIONS

The City reserves the right to inspect all equipment, desks, lockers, offices, and other storage devices and areas on City premises (including, but not limited to, City buildings and parking areas), as well as any articles found within them, at any time, with or without notice. This includes the right to inspect employee property brought onto City premises.

9.11 CONFIDENTIALITY OF INFORMATION

The daily work of an employee may involve access to information about citizens, customers, businesses, students, other employees or members of the general public that is sensitive and/or confidential in nature. Technological or manual capabilities should not be used in a manner that infringes upon an individual's right to privacy. Such information may be learned from City records, documents, files or conversations. Information originating from issues of litigation, privilege, financial, or medical documents is protected under strict Federal or State disclosure laws. Disclosure of such information may result in disciplinary action.

Any form of confidential information shall only be accessed and disclosed to authorized individuals as necessary, on a need to know basis, or as required through the normal course of business or work activity. Any employee who has been determined to be in violation of this policy may be subject to disciplinary action up to and including termination of employment.

Any questions or concerns by City employees regarding the appropriateness of conveying certain confidential information should be directed to the Human Resources Director as applicable.

DRAFT

PERSONNEL MANUAL ACKNOWLEDGMENT

PLEASE SIGN, TEAR OUT, AND RETURN THIS RECEIPT ACKNOWLEDGMENT TO THE HUMAN RESOURCES DEPARTMENT.

My signature below acknowledges I have received and read a copy of the City of Pekin Personnel Manual. I understand it contains important information on certain policies and my responsibilities as an employee of the City. I understand that if I have any questions or need additional information regarding policies and procedures, I may contact my immediate supervisor or the Human Resources Director.

I understand that this Manual does not constitute a contract of employment, express or implied, or a promise of treatment in any particular manner in any given situation. I understand that nothing contained in this Manual or any verbal statement should be interpreted as creating any type of employment contract between the City and me.

I understand that my employment with the City is at-will and that either I or the City may terminate my employment for at any time, for any reason, with or without cause or advance notice. I also understand there is no specified length to my employment with the City. Furthermore, no commitment for employment for any specified duration is valid or binding on the City unless expressly set forth in a written document and signed by both the employee and by an authorized representative of the City.

I understand that this Manual and the information in it supersedes any other previous manuals or policies. I understand that the City may add, change, rescind, replace, or cancel policies, practices, or benefits at any time, with or without notice, at its sole discretion.

I have read, understand, and agree with the City's policies on electronic communications and information. I understand and agree that I have no expectation of privacy with respect to any of the City's electronic equipment or any information sent, received, or stored in the equipment. I understand that the City has the right to monitor, at its discretion, any electronic information and usage. By my signature below, I hereby authorize the City to monitor, search, inspect, use, and disclose all electronic communications.

I understand that during the course of my employment confidential information may be made available to me. I understand that this information may not be disclosed or used outside City premises without prior authorization.

Employee Name (Printed)

Employee Signature

Date

Changes to Employee Handbook 2020

Section	Page	Change
Table of Contents		Will be completely updated after all changes are completed
1.1	1	do:certainly
1.2	1	shall:may added email and employee self service/help desk
1.4. 3	3	Employees expected to adhere to purchasing & procurement...
1.4. 5	3	Outside employment for full time employees reported to HR
2.3	5	EEO categories added to include all protected classes
2.5	5	Applications will be kept according to the state records review act Added selection criteria to include prior work history, ability to coalesce with department
2.7	6	Added information about demotions
2.8	7	Employee's responsibility to notify HR of relationship to current employees or new hires
2.9	7	Added language regarding employees' responsibility to ensure their licenses are up to date and all physical requirements are met well before the expiration of license/permit
2.9 .1	7	Changed from 2.9(a) also added as a guide for reasonable accommodation and changed from City Manager to HR approval
2.10	8	Residency updated per Council Goal 6
3.1	9	Introductory:Probationary
3.2	10	Strikethrough confidential was confusing language
3.6	11	Introductory:Probationary
3.7	11	will:may and are:may be added ¶13 regarding performance management software and modernized the language
4.1	12	Is distributed:may be provided
4.2	13	Added spousal carveout language in 4 directly from Teamsters contracts and non union policy effective 2018 and eliminated redundant language
4.3	14	Introductory:Probationary
4.6	14	Eliminated language about RHSA (this language is still in fire and police CBAs
4.8	15	¶17 will:may and added roll over one week per practice for 15+ years added sole discretion of CM
4.9	16	must:may be required to
4.10	16	Changed to reflect employees hired after May 2020 to use unused sick time only for extension of service through IMRF
4.11	17	Add MLK Jr day (added in 2014) and trade President's day for Christmas Eve

4.13	18	Added non-union and changed to 3 days which has been practice since May 2017 (Teamsters Contract)
4.14	18	Rearranged risk manager to put supervisor first
4.15	19	Updated bereavement language to reflect law changes and clarify full time and part time benefits
4.16	19	Changed from six to three visits and updated language to be more inclusive of employee well being
5.1	20	Deleted 7 minute language as systems can figure to the minute
5.2	20	Added typically, because it happens every 11 or 12 years that there are 27
5.3	20	Finance department:payroll coordinator
6.1	21	¶1 Safety committee members are not rotated to my knowledge ¶3 added human resources
	21	Safety policy is not a part of the employee handbook and Added PPE is provided and employees are expected to use it
	21	Added concealed carry section form handbook addendum approved in 2014
6.2	22	Added language if employee is out of benefit hours
6.3	23	Added sentence noting fire dept may be based on 24 hour shifts and unless otherwise authorized
6.5	23	Added language in ¶1&2 to reflect Local Gov Travel & Expense Act and ¶3 IRS rules regarding use of own vehicle and eliminated sentence regarding same in ¶4
	24	¶5 eliminated sentence that employees should share a room
	24	¶7-10 changed to reflect per diem basis and local Gov Travel & expense Act
6.6	25	¶1 Added word credit and explanation of efficiencies in purchasing ¶3 When: If ¶4 added that spending limits are set by the finance dept Last ¶ added that any rebates or benefits belong to the City
6.8	26	Eliminated confusing language about 40/60 hours and revised language regarding Monday/Friday and 'prior'
7.1	27	Minor grammar corrections
7.2	28	Revised 2 weeks to according to laws and allow for use of benefit hours if not MT does not qualify for pay
7.3	28	Corrected sentence in ¶2; Added classes and changed financial assistance to tuition reimbursement
7.4	29 31	Added or condition allowed by FMLA regulations and eliminated "first" in ¶ re use to concurrent
7.5	33	Fixed typos and strikeout (which has been in handbook for a long time) of 2 to 1 hour which
7.8	34	Added new section on administrative leave
8.3	35	Added Risk Manager and use of hands free devices ¶4 added according to state law, alcohol & cannabis and no smoking in city vehicles; Added AVL language; No tampering with AVL etc

8.4	36	¶13 is section added from handbook addendum approved 06/2014 and added during the course of business
8.5	37	replaced constructive criticism with counseling/recorded events; clarified the Procedure section 1 & 2 Report:Form and note:copy and verbal:written
8.6	38	¶11 added language goals of City and CX Step 2 added language fi dept head isn't supv. Step 3 changed HR to City Manager and extension of time in case of investigation changed time limits language added final ¶ re grievance
8.7	39	may:is likely to
8.8	40-47	Eliminated most of this section because IT has its own policies and replaced with a much more simple and concise section regarding IT
8.9	47	Added language regarding media and public relations
8.10	49-51	Added new ¶1 regarding ordinance 2776 Under Procedures section added language to deal directly with the issue and in ¶13 added municipal officer ¶15 added language per state laws ¶16 added or official and added ¶17 to refer to city ordinance
8.11	51-55	Changed to reflect new laws regarding marijuana and emphasize the City is still a drug free workplace
8.12	55	Added vaping and nicotine free and reminder that no tobacco or vaping in vehicles.
8.14	55	Added language to say neat, clean, business like and appropriate and modern added language about casual days
8.16	57	Added in writing
9.2	58	Documents are turned in to finance dept not City Clerk
9.3	59	Added wireless communication devices and cleaned up/clarified language for more modern usage also reminded that must use hands free devices per state law in city vehicles Eliminated language about long distance as it is antiquated and added language about FOIA and public record
9.4	60	Added cell phones and watches and no recording without prior authorization added including termination and added "by the City" in the last ¶
9.5	60	agency:City and eliminated section on why and what we use SS# for as this is city wide social security policy, not just related to employees
9.6	61	Added working off premises only in rare occasions and added importance due to records review act, HIPAA, FACTA
9.7	61	Added language about completing injury form within 24 hours
9.11	62	Added citizens, customers, businesses and students as well as privilege and financial and note that disclosure of such information may result in disciplinary action

Council Comments regarding employee handbook

Council Member	Section	Proposed Language	Revision Requested/Comment
Nutter	2.10 General Conditions (Residency)	Employee hired after May 1, 2020	After adoption of handbook
Nutter		Shall reside within 15-mile radius of the intersection of 14 th and Broadway	Must reside within the corporate City limits OR new section proposed below
Nutter		Employees hired prior to May 1, 2020 may be grandfathered at the current residence; however, if an employee chooses to move, they must reside within the 15-mile radius of the intersection of 14 th and Broadway.	Current employees living within the 10-mile radius of the Pekin Corporate City limits will be grandfathered and can maintain the 10-mile radius guideline.
Nutter			Employees with hardship exemptions living outside the 10-miles will have the exemption expire 4/30/2021. Employees with current hardship exemptions must reside within the 10-mile radius of the Pekin corporate city limits on or before 4/30/2021. An employee who fails to meet this requirement will be terminated.
Nutter		Special conditions (specific job titles) are struck through	Leave special conditions (job titles) in

Council Member	Section	Proposed Language	Revision Requested/Comment
Nutter			NEW SECTION 1. All department directors must become residents of the City of Pekin within one (1) year of their date of hire. 2. Temporary and seasonal employees have no residency requirement. 3. Employees promoted to or within the management, confidential and non-represented group after [date of adoption], may elect to live outside of the City but within a twenty (20) mile radius of City Hall. If the employee elects not to live within the City of Pekin, they shall forfeit two percent (2%) of their base pay for the first five years. Employees temporarily promoted to an "acting" capacity are not subject to this requirement. Proof of residency may be required of any employee. Failure to comply with this policy may be grounds for demotion to the employee's prior position or dismissal. 4. Employees who live outside the City and later choose to purchase a home in the City as their primary residence, may request assistance in paying for closing costs. These requests should be sent through the Human Resources Director to the City Manager. 5. Employees may request exemption from the residency requirement through the Human Resources Director to the City Manager. Such exemptions will only be granted in rare instances on a temporary basis if unusual circumstances

			or cases of hardship arise, and provided the hardship is approved by the City Council.
Mayor Luft	2.10		Residency to remain 10 mile radius Exceptions by consensus of City Council only Special conditions remain in tact, with the exception of the Supt of Transportation and the Operations Supv. Hiring preference to the City of Pekin candidate
Mayor Luft	3.7		Strike through majority of final paragraph add "The City Manager shall complete performance evaluations when the City Manager deems necessary.



REQUEST FOR COUNCIL ACTION

Agenda Date: April 13, 2020
To: Council Members
From: John Lebegue, Building & Inspections

AGENDA ITEM: Ordinance No. 1568-A213 -19/20 Amending Zoning Classification at 1507, 1509 and 1511 Terrace Blvd.

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION: Phillip Blake Lippi, representing BMD, LLC, has submitted an application for a Zoning Map Amendment to change the zoning of the properties located at 1507, 1509 and 1511 Terrace Blvd. from its current zoning classification of R-4, One Family Residential District to B-3, General Business District. According to information submitted by the applicant, the purpose of the rezoning request is to allow the applicant to replace the parking spaces for the adjacent business center located at 1512 N. 8th Street, that were lost when IDOT expanded IL. Route 29 to 5 lanes. The properties at 1507, 1509 and 1511 Terrace Blvd. are currently occupied by single-family residences and would be demolished to facilitate the construction of the proposed parking spaces.

PROPERTY INFORMATION

Relevant Zoning Code Sections: Section 9-12-6, Amendments, Section 9-4A-1, R-4, One Family Residential District, Section 9-6C-1, B-3, General Business District

Property Addresses: 1507 Terrace Blvd., 1509 Terrace Blvd. and 1511 Terrace Blvd.

Current Zoning Classification: R-4, One Family Residential District

Proposed Zoning Classification: B-3, General Business District

Current Use: Single-family residences

Use of Adjacent Property & Zoning:

North: RM-1 Multiple Family Residential Dist.

West: B-3, General Business Dist.

East: R-4, One-Family Residential Dist.

South: R-4, One-Family Residential Dist.

ANALYSIS AND DISCUSSION

Pursuant to Section 9-12-6 of the City Code, the City Council may from time to time amend, supplement or change by ordinance the boundaries of districts or regulations herein established. Any amendment, supplement or change shall first be submitted to the Planning Commission for its recommendation and report, therefore the rezoning request of BMD, LLC is being submitted for the required review and recommendation.

While the properties located at 1507, 1509 and 1511 Terrace Blvd. do directly abut the B-3, General Business District along their western, rear property line, careful consideration should be given, as once the properties are rezoned to allow a business use, all permitted business uses would by right be allowed to be established on the subject properties. The applicant is seeking the rezoning of the properties with the intent of constructing parking spaces for the adjacent commercial plaza, which would be a low intensity use of the properties, but once rezoned, the parcels could be sold at a future date and a far more intense commercial use could legally be

established on the properties which could have an adverse impact on the neighboring residentially zoned properties. Please find attached analysis and information provided by the applicant regarding the rezoning request.

Attorney Valerie Moehle, representing BMD, LLC, appeared before the members of the Plan Commission and explained the nature and rationale of the rezoning request. Ms. Moehle explained that the petition to rezone the properties at 1507, 1509 and 1511 Terrace Blvd. is being made to provide area in which to construct parking spaces for the commercial plaza located at 1512 N. 8th Street, which is also owned by the petitioner. Ms. Moehle continued by stating that when Rt. 29 was widened by the State, the property at 1512 N. 8th Street lost 30 off-street parking spaces that were previously located at the front of the plaza off of Rt. 29, leaving the property at 1512 N. 8th Street with a serious shortage of off-street parking spaces. Ms. Moehle further explained the nature of the zoning around the subject parcels, noting that the B-3, General Business District is located directly to the rear of the properties at 1507, 1509 and 1511 Terrace Blvd. and the proposed rezoning would represent an extension of an existing commercial district.

Blake Lippi, petitioner, appeared before the members of the Plan Commission and explained that his family had owned the property at 1512 N. 8th Street since 1950 and had purchased the adjoining residential properties at 1507, 1509 and 1511 Terrace Blvd. with the intent to developing the properties for parking. Mr. Lippi further stated that the loss of parking spaces as a result of the widening of Rt. 29 was devastating to the commercial property at 1507, 1509 and 1511 Terrace Blvd. Mr. Lippi continued by stating that the extreme shortage of off-street parking spaces makes it very difficult to retain and attract tenants to the property at 1512 N. 8th Street. Mr. Lippi ended by stating that he had obtained historical designation for the commercial plaza at 1512 N. 8th Street and if parking spaces could be provided on the properties at 1507, 1509 and 1511 Terrace Blvd., the plaza would be revitalized.

Upon consideration of the petition to rezone the properties at 1507, 1509 and 1511 Terrace Blvd. from R-4, One Family Residential District to B-3, General Business District, members of the Plan Commission expressed concerns that the proposed rezoning would allow all permitted commercial uses which could be far more intensive than the proposed parking lot use, as no restrictions can be placed on a rezoning. Members of the Plan Commission further stated that they had to focus on the big picture, as once the property is rezoned that there would be no control over what allowed uses could be conducted on the properties.

Chairman Bill Craig stated that he agreed that the plaza at 1512 N. 8th Street need parking spaces, but felt that the applicant should consider amending his rezoning request to P-1, Vehicular Parking District, as the P-1 zoning district would not permit commercial uses which could adversely impact the adjoining residential district, but would allow the development of the needed parking spaces. Members of the Plan Commission then asked City Attorney Kate Swise if the petition could be amended on the spot or if a new rezoning petition would have to be filed. City Attorney Swise stated that she was not certain that this situation was addressed in the City Code, but if the petitioner agreed to amend his request, that it would be permissible.

Upon conferring with Mr. Lippi, Attorney Valerie Moehle stated that while Mr. Lippi would have liked the flexibility offered by rezoning the properties at 1507, 1509 and 1511 Terrace Blvd. to B-3, Mr. Lippi agreed to amend his rezoning request from B-3, General Business District to P-1, Vehicular Parking District.

With the amending of the petition to P-1, Vehicular Parking District, the members of the Plan Commission found the proposed rezoning reasonable and appropriate and by a unanimous vote, recommended approval of the amended petition to rezone the properties at 1507, 1509 and 1511 Terrace Blvd. from R-4, One Family Residential District to P-1, Vehicular Parking District.

FINANCIAL IMPACT: N/A

Requested Amount:

Line Item:

Budgeted Amount:

Remaining Funds:

IMPACT IF APPROVED: The properties at 1507, 1509 and 1511 Terrace Blvd. will be rezoned from R-4, One Family Residential District to P-1, Vehicular Parking District to allow the development of parking spaces for the adjacent commercial plaza at 1512 N. 8th Street.

IMPACT IF DENIED: The zoning classification of the properties at 1507, 1509 and 1511 Terrace Blvd. will remain zoned R-4, One-Family Residential District and the development of parking spaces on the properties would not be permitted.

ALTERNATIVES:

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

5 Year CIP. The Five-Year Capital Improvement Plan reflects all current and future capital improvement needs of the City of Pekin. The Plan is designed to be updated annually by staff and submitted to the Council for review and approval prior to the annual budget process.

Enhance Code Enforcement Services. The Council understands the importance of a strong Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.

Business Friendly Community. The Council strives to bring new businesses to Pekin while helping to maintain and expand all existing businesses. It is therefore essential to work cooperatively to make Pekin a "Business-Friendly" Community.

Efficient and Effective Municipal Operations. A fundamental responsibility of elected officials, City Staff and Employees is the exercise of good stewardship over public funds. Therefore, it is important that municipal services be delivered with maximum efficiency and effectiveness

Police & Fire Pension Obligation. To meet the 90% funding level by the year 2040 it is essential the City plan carefully and maintain financial discipline to meet its \$63 million dollar obligation.

Employee Residency. It is the goal of the Council to develop a policy that encourages more full-time non-union employees who participate in a City funded pension program to reside within the city limits of Pekin.

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

4/9/2020

Date:

**Ordinance No. 1568-A213 - 19/20 Amending Zoning Classification of Certain Real Property
Located at 1507, 1509 and 1511 Terrace Blvd. from R-4 One Family Residential District to P-1
Vehicular Parking District**

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of _____, 20____.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. 1568-A213-19/20

AN ORDINANCE AMENDING ZONING CLASSIFICATION OF CERTAIN REAL PROPERTY LOCATED AT 1507, 1509, and 1511 TERRACE BLVD. FROM R-4 to P-1

WHEREAS, the City of Pekin is a home rule municipality as described in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, the City of Pekin, as a home rule municipality, may exercise power and perform any function pertaining to its government and affairs, including, but not limited to, the power to legislate for the protection of the public health, safety, and welfare; and

WHEREAS, the real property (the “Property”) located in the City of Pekin, Tazewell County, Illinois, is currently zoned R-4, One-Family Residential, and further described as follows:

The south 53 feet of even width of Lot 13 in Block 1 in Lawndale Subdivision No. 2, in the City of Pekin, situated in Tazewell County, Illinois.

Commonly known as 1507 Terrace Blvd., Pekin, IL

PIN: 04-04-35-111-008

The south 48 feet of even width of Lot 12, and all of Lot 13, excepting the south 53 feet thereof, in Block 1 in Lawndale Subdivision No. 2, in the City of Pekin, situated in Tazewell County, Illinois.

Commonly known as 1509 Terrace Blvd., Pekin, IL

PIN: 04-04-35-111-007

Lot 12, excepting the south 48 feet of even width thereof, and all of Lot 11 in Block 1 in Lawndale Subdivision No. 2, in the City of Pekin, situated in Tazewell County, Illinois.

Commonly known as 1511 Terrace Blvd., Pekin, IL

PIN: 04-04-35-111-006; and

WHEREAS, the owner of the Property petitioned the City to rezone the Property to B-3, General Business District, for the purpose of construction of a parking lot to provide off-street parking for adjacent businesses located at 1512 N. 8th Street; and

WHEREAS, after a hearing pursuant to duly published notice, the Planning Commission of the City of Pekin recommended a rezoning to P-1, Vehicular Parking District, rather than B-3; and

WHEREAS, the owner of the Property agreed to amend the requested rezoning in his petition to P-1, *instantly*; and

WHEREAS, the City Council of the City of Pekin finds that the use and location of the Property is better suited to a zoning classification of P-1, Vehicular Parking District, and that such rezoning will not be detrimental to surrounding uses; and

WHEREAS, the City Council finds that it is in the public interest and consistent with the City Comprehensive Plan to rezone the Property from R-4, One-Family Residential, to P-1, Vehicular Parking.

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

Section 1. The findings and recitations set forth above are adopted and found to be true and correct.

Section 2. The zoning classification of the Property as shown and described on Exhibit A attached hereto is hereby changed from R-4, One-Family Residential, to P-1, Vehicular Parking.

Section 3. Upon the effective date of this Ordinance, the change in zoning classification hereby adopted shall be marked on the official zoning map of the City of Pekin.

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

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

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

PASSED AND APPROVED at the regular meeting of the City Council of the City of Pekin, this _____ day of _____, 20____; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 20____

Mayor

ATTEST:

City Clerk

CERTIFICATE

THE UNDERSIGNED CERTIFIES THAT SHE IS THE CITY CLERK FOR THE CITY OF PEKIN, ILLINOIS, AND THAT THE CITY COUNCIL AT A REGULARLY CONSTITUTED MEETING OF SAID CITY COUNCIL OF THE CITY OF PEKIN ON THE _____ DAY OF _____, 20____ ADOPTED ORDINANCE NO. _____ A TRUE AND CORRECT COPY OF WHICH IS CONTAINED IN THIS PAMPHLET

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, 20____.

(SEAL)

CITY CLERK

Pekin Planning Commission Meeting
111 S. Capitol Street
City Council Chambers 2nd Floor
March 11, 2020
5:30 PM

Pledge of Allegiance

- I. Roll Call
- II. Agenda Approval
- III. Minutes Approval for February 6, 2020 meeting
- IV. City Council Action Report
- V. Applications and Hearings
- VI. Informal
- VII. Public Input
- VIII. Adjourn

Application #1: Conduct a Public Hearing for the consideration of a petition submitted by BMD, for a Map Amendment for the re-zoning of property currently zoned R-4, (One Family Residential District) to B-3 (General Business District) for the purpose of creating parking spaces for an adjacent commercial plaza, for certain properties located at 1507 Terrace Blvd., 1509 Terrace Blvd., and 1511 Terrace Blvd.

Application #2: Conduct a Public Hearing for the consideration of an amendment to the City of Pekin Zoning Code regarding regulations for residential driveways.

Public Input:

Adjourn:

John R. Lebeque, Secretary
Pekin Planning Commission

Pekin Planning Commission Meeting
 Council Chambers
 111 South Capitol Street, 2nd level
 February 6, 2020
 6:30 p.m.

Present:

Daryl Dagit
 Tim Bonnette
 Amy Wilson

James Ruth
 Chris Deverman

The regular meeting of the Pekin Planning Commission was called to order and a quorum was declared.

Staff present: John Lebegue, Building Inspections/Development Director, and Kate Swise, City Attorney

MOTION by Chris Deverman to approve the February 6, 2020 Agenda, seconded by James Ruth. On roll call vote, all present voted AYE. Motion approved.

MOTION by James Ruth to approve the minutes of November 13, 2019, Seconded by Chris Deverman. On roll call vote, Tim Bonnette, James Ruth, Amy Wilson and Chris Deverman voted AYE, Daryl Dagit abstained. Motion approved.

Council Action Reports:

Commissioner Daryl Dagit, stated that at the November 25, 2019 regular meeting of the Pekin City Council, the members of the City Council concurred with the recommendation of the Plan Commission and approved Ordinance # 1568-A212-19/20 to amend the Zoning Code to impose regulations regarding the establishment of adult-use and medical cannabis business establishments. At the November 25, 2019 regular meeting of the Pekin City Council, the members of the City Council tabled consideration of the petition for a Special Use for Open Front Storage for the purpose of establishing an accessory U-Haul use, which would entail the storage and display of U-Haul rental trucks, trailers and other moving equipment in the designated area of the parking lot at the property at 422 Derby Street. The member of the City Council wanted the applicant to appear before the City Council to provide more information as to exactly what type of equipment would be stored on the property as part of the proposed U-Haul rental use. Mr. Patel appeared at the December 9, 2019 regular meeting of the Pekin City Council and the members of the City Council concurred with the recommendation of the Plan Commission, and granted Special Use authorization for Open Front Storage for the purpose of establishing an accessory U-Haul use, which would entail the storage and display of U-Haul rental trucks, trailers and other moving equipment in the designated area of the parking lot at the

property at 422 Derby Street, with the condition that signage be installed to identify the designated area for the parking and storage of U-Haul rental equipment.

Application #1 (#1-2020): Conduct a Public Hearing for the consideration of an amendment to the City of Pekin Zoning Code to impose regulations regarding the establishment of adult-use and medical cannabis businesses in the PUD District.

Open Public Hearing: 6:32 p.m.

Commissioner Daryl Dagit opened the discussion and asked if there was anyone here to speak in regard to the issue.

Alan White appeared before the members of the Plan Commission and stated that the proposed ordinance allowing cannabis establishments in the City sets a bad example for children and that he considered cannabis a gateway drug to harder drugs. Mr. White then asked if the proposed amendment was for recreational and medical cannabis.

City Attorney Kate Swise answered by stating that the ordinance addressed both recreational and medical cannabis establishments.

Mr. White concluded his comments by asking if the City had received any phone calls regarding the proposed ordinance.

John Lebegue, Building Inspections/Development Director stated that the Building Inspections Department received no phone calls or written correspondence regarding the proposed ordinance.

Close Public Hearing: 6:38 p.m.

Commissioner Daryl Dagit entertained a motion for discussion.

Motion made by Commissioner James Ruth, seconded by Commissioner Chris Deverman, to open discussion.

The members of the Plan Commission found the proposed ordinance reasonable and the PUD, Planned Unit Development District well suited for cannabis related businesses.

Commissioner Daryl Dagit called the question on the ordinance amending the City of Pekin Zoning Code to impose regulations regarding the establishment of adult-use and medical cannabis businesses in the PUD District. On a roll call vote, all present voted Aye. Motion passed.

Application #2 (#2-2020): Conduct a Public Hearing for the consideration of Special Use petitions for the establishment of a cannabis craft grower use and a cannabis dispensary use at certain property located at 1805 Riverway Drive

Open Public Hearing: 6:39 p.m.

Commissioner Daryl Dagit, opened the discussion and asked if there was anyone here to speak concerning the issue.

Allan White appeared before the members of the Plan Commission and asked what the square footage of the proposed cannabis craft grower facility would be.

David Wentworth, attorney for applicant Riverway Craft Laboratories, LLC, stated that the proposed cannabis craft grower facility would consist of a 5,000 square foot growing area, with a 6,000 square foot main operations building. Mr. Wentworth further stated that the growing area could increase by 3,000 each year, with a maximum allowed growing area of 24,000 square feet.

City Attorney Kate Swise then explained to the members of the Plan Commission that this public hearing was to consider both a petition for a cannabis craft grower facility and a petition for a cannabis dispensary facility, with the 6,000 square foot dispensary use being conducted within the existing building at 1805 Riverway Drive.

Attorney David Wentworth stated that all dispensary licenses for 2020 have already been issued and that the next round of 110 cannabis dispensaries would not occur until December 2021.

Mr. Wentworth continued by stating that the Illinois Department of Agriculture was in charge of cannabis craft grower facilities and that the application window for cannabis craft growing facilities would be from February 14, 2020 to March 14, 2020, with 40 licenses being awarded on May 1, 2020. Mr. Wentworth further stated that if they were awarded a cannabis craft grower license, that they could open the proposed facility by July 1, 2020.

Commissioner James Ruth asked the applicant if they had to provide evidence to the State of local zoning and site approval even for potential cannabis business establishments.

Attorney David Wentworth stated that obtaining municipal zoning and site approval was crucial for any cannabis business establishment.

Commissioner Daryl Dagit asked if any of the TIF money recently granted to PAL was being used for the proposed cannabis business establishments at 1805 Riverway Drive.

Dr. Aaron Rossi, CEO of PAL Health Technologies, stated that the TIF money was not being used for the proposed cannabis business establishments and is a separate issue and that the cannabis business establishments are under separate ownership.

Alan White asked how many cannabis craft growers could potentially be established in the City of Pekin.

David Wentworth stated that only one cannabis craft grower facility can be established in the City of Pekin.

Commissioner James Ruth asked if it was true that not all of the cannabis supplied to potential cannabis dispensary had to be provided from the cannabis craft grower located at 1805 Riverway Drive.

David Wentworth stated that it is true that not all of the cannabis sold at the potential cannabis dispensary had to be supplied from the proposed cannabis craft growing facility and cannabis supplies from other growing facilities could be sold at the potential cannabis dispensary.

Commissioner Chris Deverman then asked if the proposed cannabis craft grower and cannabis dispensary uses met all City requirements.

John Lebegue, Building Inspections/Development Director stated that the proposal met and addressed all ordinance requirements. Mr. Lebegue further stated that given that the property at 1805 Riverway Drive was located within the Riverway Business Park, that building setbacks, site plan and lot intensity is governed by the Riverway Business Park covenants and was not part of the review by the Plan Commission.

Alan White asked what distance the proposed facilities were from the Park District property.

David Wentworth stated that the property at 1805 Riverway Drive is 1,500 feet from the Park District property.

Close Public Hearing: 6:57 p.m.

Commissioner Daryl Dagit, Chairman, entertained a motion for discussion.

Motion made by Commissioner Chris Deverman, seconded by Commissioner Tim Bonnette, to open discussion.

City Attorney Kate Swise explained that the ordinance recently adopted for cannabis business establishments includes factors which any cannabis business establishment had to meet and compliance with those factors is how to determine compliance with ordinance requirements.

Commissioner Tim Bonnette asked if a Special Use has an expiration date.

John Lebegue, Building Inspections/Development Director stated a Special Use permit had to be annually renewed, but that he does not believe there is any current ordinance language that specifically establishes an expiration date for a Special Use permit.

Commissioner Chris Deverman complimented stated that the property at 1805 Riverway Drive is a perfect location for the proposed cannabis craft grower and cannabis dispensary uses.

Commissioner Daryl Dagit called the question on the Special Use petitions for the establishment of a cannabis craft grower use and a cannabis dispensary use at certain property located at 1805 Riverway Drive. On a roll call vote, all present voted Aye. Motion passed.

Public Input

Allan White appeared before the members of the Plan Commission and explained that at the August 14, 2019 meeting where the Plan Commission considered the rezoning of the property at 904 N. 10th Street, incorrect information was provided, as the property at 904 N. 10th Street was zoned OS-1 Office Service District at the time of the rezoning and not R-4, One Family Residential District. Mr. White continued by thanking the members of the Plan Commission for voting to deny the rezoning application and asked in the future that a records search be performed on all properties subject to rezoning instead of relying on the official zoning map, which could be incorrect.

Motion made by Commissioner James Ruth, seconded by Commissioner Tim Bonnette to adjourn. On roll call vote, all present voted Aye. Motion approved. Meeting adjourned at 7:15 p.m.

Respectfully submitted:

John R. Lebegue, Building Inspections / Development Director

MEMORANDUM

TO: William Craig, Chairman and Members of the City of Pekin Plan Commission

FROM: John R. Lebegue, Building Inspections / Development Director

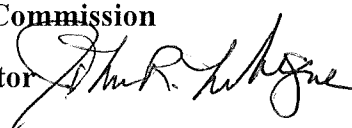
DATE: March 4, 2020

RE: City Council Action Report

At the February 10, 2020 regular meeting of the Pekin City Council, the members of the City Council concurred with the recommendation of the Pekin Plan Commission and approved Ordinance No. 2860-19/20 amending the Zoning Code to impose regulations on adult-use and medical cannabis businesses in the PUD, Planned Unit Development District. The City Council also concurred with the recommendation of the Pekin Plan Commission and approved Ordinance No. 2864-19/20 for the establishment of an adult-use cannabis dispensary use at 1805 Riverway Dr. and Ordinance No. 2865-19/20 for the establishment of an adult-use cannabis craft grower use at 1805 Riverway Dr.

MEMORANDUM

TO: William Craig, Chairman and Members of the City of Pekin Plan Commission

FROM: John R. Lebegue, Building Inspections / Development Director 

DATE: March 5, 2020

RE: Petition for a Zoning Map Amendment to rezone the properties at 1507, 1509 and 1511 Terrace Blvd. from R-4, One Family Residential District to B-3, General Business District.

SUMMARY AND BACKGROUND OF SUBJECT MATTER

Phillip Blake Lippi, representing BMD, LLC, has submitted an application for a Zoning Map Amendment to change the zoning of the properties located at 1507, 1509 and 1511 Terrace Blvd. from its current zoning classification of R-4, One Family Residential District to B-3, General Business District. According to information submitted by the applicant, the purpose of the rezoning request is to allow the applicant to replace the parking for the adjacent business center located at 1512 N. 8th Street that was lost when IDOT expanded IL. Route 29 to 5 lanes. The properties at 1507, 1509 and 1511 Terrace Blvd. are currently occupied by single-family residences and would be demolished to facilitate the construction of the proposed parking spaces.

PROPERTY INFORMATION

Relevant Zoning Code Sections: Section 9-12-6, Amendments, Section 9-4A-1, R-4, One Family Residential District, Section 9-6C-1, B-3, General Business District

Property Addresses: 1507 Terrace Blvd., 1509 Terrace Blvd. and 1511 Terrace Blvd.

Current Zoning Classification: R-4, One Family Residential District

Proposed Zoning Classification: B-3, General Business District

Current Use: Single-family residences

Use of Adjacent Property & Zoning:

North: RM-1 Multiple Family Residential Dist.

West: B-3, General Business Dist.

East: R-4, One-Family Residential Dist.

South: R-4, One-Family Residential Dist.

ANALYSIS AND DISCUSSION

Pursuant to Section 9-12-6 of the City Code, the City Council may from time to time amend, supplement or change by ordinance the boundaries of districts or regulations herein established. Any amendment, supplement or change shall first be submitted to the Planning Commission for its recommendation and report, therefore the rezoning request of BMD, LLC is being submitted for the required review and recommendation.

While the properties located at 1507, 1509 and 1511 Terrace Blvd. do directly abut the B-3, General Business District along their western, rear property line, careful consideration should be given, as once the properties are rezoned to allow a business use, all permitted business uses would by right be allowed to be established on the subject properties. The applicant is seeking the rezoning of the properties with the intent of constructing parking spaces for the adjacent commercial plaza, which would be a low intensity use of the properties, but once rezoned the parcels could be sold at a future date and a far more intense commercial use could legally be established on the properties which could have an adverse impact on the neighboring residentially zoned properties. Please find attached analysis and information provided by the applicant regarding the rezoning request.



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City of Pekin- Zoning and Inspections Department

111 S. Capitol Street, Pekin, Illinois 61554 – (309) 477-2315

ZONING MAP AMENDMENT APPLICATION

Applicant Name: BMD, an LLC

Address: 1512 N. 8th St., Pekin, IL

Phone #: 309/267-2582 Cell Phone #: E-Mail: phillipb@grics.net

Property Interest of Applicant: prospective tenant or owner

Owner Name: Phillip Blake Lippi

Address: 1512 N. 8th St., Pekin, IL 61554

Phone #: Cell Phone #: 309/267-2582 E-Mail: phillipb@grics.net

Attorney / Representative: Valerie M. Moehle, attorney

Address: 410 Broadway, Pekin, IL 61554

Phone #: 309/347-4141 Cell Phone #: E-Mail: vmoehle@msandllegal.com

Property Information:

Address of Property: 1507 Terrace Blvd., Pekin, IL

Lot Area: 6731 sq. ft. Zoning District: R-4 Present Use: residential

Use of Adjacent Property & Zoning:

North: RM-1 South: R-4

East: R-4 West: B-3

Property Identification Number: 04-04-35-111-008

Legal Description: (Attach Separate Page)



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City of Pekin- Zoning and Inspections Department

111 S. Capitol Street, Pekin, Illinois 61554 – (309) 477-2315

ZONING MAP AMENDMENT APPLICATION

Applicant Name: BMD, an LLC

Address: 1512 N. 8th St., Pekin, IL

Phone #: 309/267-2582 Cell Phone #: E-Mail: phillipb@grics.net

Property Interest of Applicant: prospective tenant or owner

Owner Name: The Phillip Blake Lippi Trust

Address: 1512 N. 8th St., Pekin, IL 61554

Phone #: Cell Phone #: 309/267-2582 E-Mail: phillipb@grics.net

Attorney / Representative: Valerie M. Moehle, attorney

Address: 410 Broadway, Pekin, IL 61554

Phone #: 309/347-4141 Cell Phone #: E-Mail: vmoehle@msandllegal.com

Property Information:

Address of Property: 1509 Terrace Blvd., Pekin, IL

Lot Area: 8382 sq. ft. Zoning District: R-4 Present Use: residential

Use of Adjacent Property & Zoning:

North: R-4 South: R-4

East: R-4 West: B-3

Property Identification Number: 04-04-35-111-007

Legal Description: (Attach Separate Page)



ILLINOIS
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City of Pekin- Zoning and Inspections Department

111 S. Capitol Street, Pekin, Illinois 61554 – (309) 477-2315

ZONING MAP AMENDMENT APPLICATION

Applicant Name: BMD an LLC

Address: 1512 N. 8th St., Pekin, IL

Phone #: 309/267-2582 Cell Phone #: E-Mail: phillipb@grics.net

Property Interest of Applicant: prospective tenant or owner

Owner Name: DMGL LLC

Address: 1512 N. 8th St., Pekin, IL 61554

Phone #: Cell Phone #: 309/267-2582 E-Mail: phillipb@grics.net

Attorney / Representative: Valerie M. Moehle, attorney

Address: 410 Broadway, Pekin, IL 61554

Phone #: 309/347-4141 Cell Phone #: E-Mail: vmoehele@msandllegal.com

Property Information:

Address of Property: 1511 Terrace Blvd., Pekin, IL

Lot Area: 9271 sq. ft. Zoning District: R-4 Present Use: residential

Use of Adjacent Property & Zoning:

North: R-4 South: R-4

East: R-4 West: B-3

Property Identification Number: 04-04-35-111-006

Legal Description: (Attach Separate Page)



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City of Pekin- Zoning and Inspections Department

111 S. Capitol Street, Pekin, Illinois 61554 – (309) 477-2315

REASON FOR REQUEST:

A Zoning Map Amendment for the above property is requested as follows: _____

see attached

Explain how the Requested Zoning Classification Relates to the Comprehensive Plan: _____

see attached

CERTIFICATION BY THE APPLICANT

I certify that all the information contained in this application form or any attachments, documents, or plans submitted herewith are true to the best of my knowledge and belief.

BMD, an LLC By: Phillip Blake Lippi 1/29/2020

Applicant Signature

Date

CERTIFICATION BY PROPERTY OWNER

I certify that I am the owner of the property, which is the subject of this request. The applicant has received my approval to proceed with this request.

Phillip Blake Lippi
Phillip Blake Lippi, trustee
 DMGL LLC By: Phillip B. Lippi 1/29/2020

Applicant Signature

Date

Zoning Map Amendment Application
1507, 1509 and 1511 Terrace Blvd., Pekin, Illinois
Applicant: BMD, an LLC

Legal Description:

Lots 11, 12 and 13 of Block 1 in Lawndale Subdivision No. 2 in the City of Pekin, Tazewell County, Illinois.

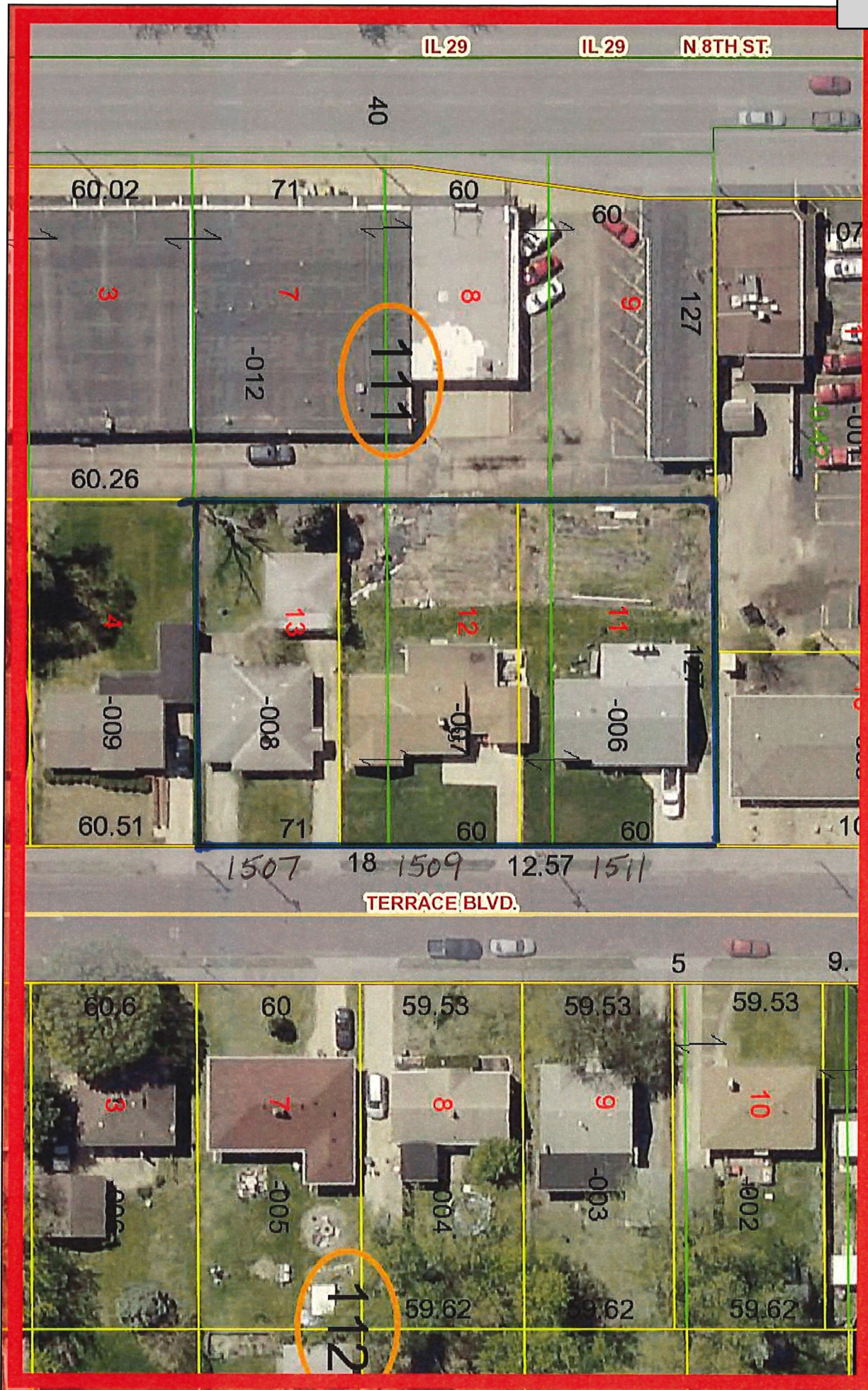
A zoning map amendment for the above property is requested as follows:

The zoning for the three adjacent properties is requested to be amended from R-4 to B-3.

The properties for which an amendment is requested are adjacent to 8th St. Plaza (zoned B-3), which is a commercial plaza that has been in the Lippi family for over 65 years and is owned by BMD, an LLC, the applicant. BMD, an LLC and the properties sought to be rezoned are owned by people or entities within the Lippi family. When built in 1952, the plaza was a new innovative commercial design and the Plaza has been listed on the National Register of Historic Places. At the time the plaza was built, off street parking was provided in the front (not unlike the downtown businesses). With the widening of 8th street in 1994, the parking available to business owners in the plaza has been substantially reduced, which has limited the ability to attract viable business tenants to the plaza. It has also left the Plaza with insufficient parking under the current Zoning Code requirements. (depending upon how the Plaza is categorized (because it has had a mixture of uses), the parking requirements could be 1 space per 250 sq. ft. (for a total of 98 spaces) or some other number that is larger or smaller, depending on the use. It is requested that the three lots be re-zoned to B-3 so that parking can be provided to business tenants in the plaza, both for their employees and customers.

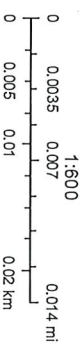
Explain how the Requested Zoning Classification Relates to the Comprehensive Plan:

The City of Pekin Comprehensive Plan was adopted in 2006. There have been several amendments since that time, but none of these relate to the North 8th Street corridor where the 8th Street Plaza is located. In addition, the Plan does not specifically address the need to provide parking for businesses. The plan does address the importance of providing off-street parking for businesses in the Central Business District (see VI-7) and the importance of off-street parking is also incorporated into the Zoning Ordinance. Inherent in the nature of a Comprehensive Plan is to create a framework under which a community can thrive. Communities thrive when their businesses and business districts thrive. Adequate parking is essential to any business operation. Therefore, this rezoning request is consistent with the Comprehensive Plan.

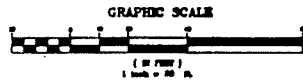


- I-155 IL 29 US 24
- I-474 IL 98 Streets
- I-74 US 150

Tazewell County GIS parcel and map records contained herein are for property tax purposes only. This is not a warranty of accuracy and the information is not intended to be used for any other purpose. The information was collected primarily for the use and purpose of creating a Property Tax Roll per Illinois Statute. The information contained herein is for reference purposes only, and should not be relied upon as a substitute for a title search. Any reliance on the information contained herein is at the user's own risk. The Tazewell County GIS assumes no responsibility for any use of the information contained herein or any loss resulting therefrom. Users of Tazewell County GIS site assume all risk and liability when accessing any on-line site linked to this site. All data is subject to change.



SHERIDAN RD.

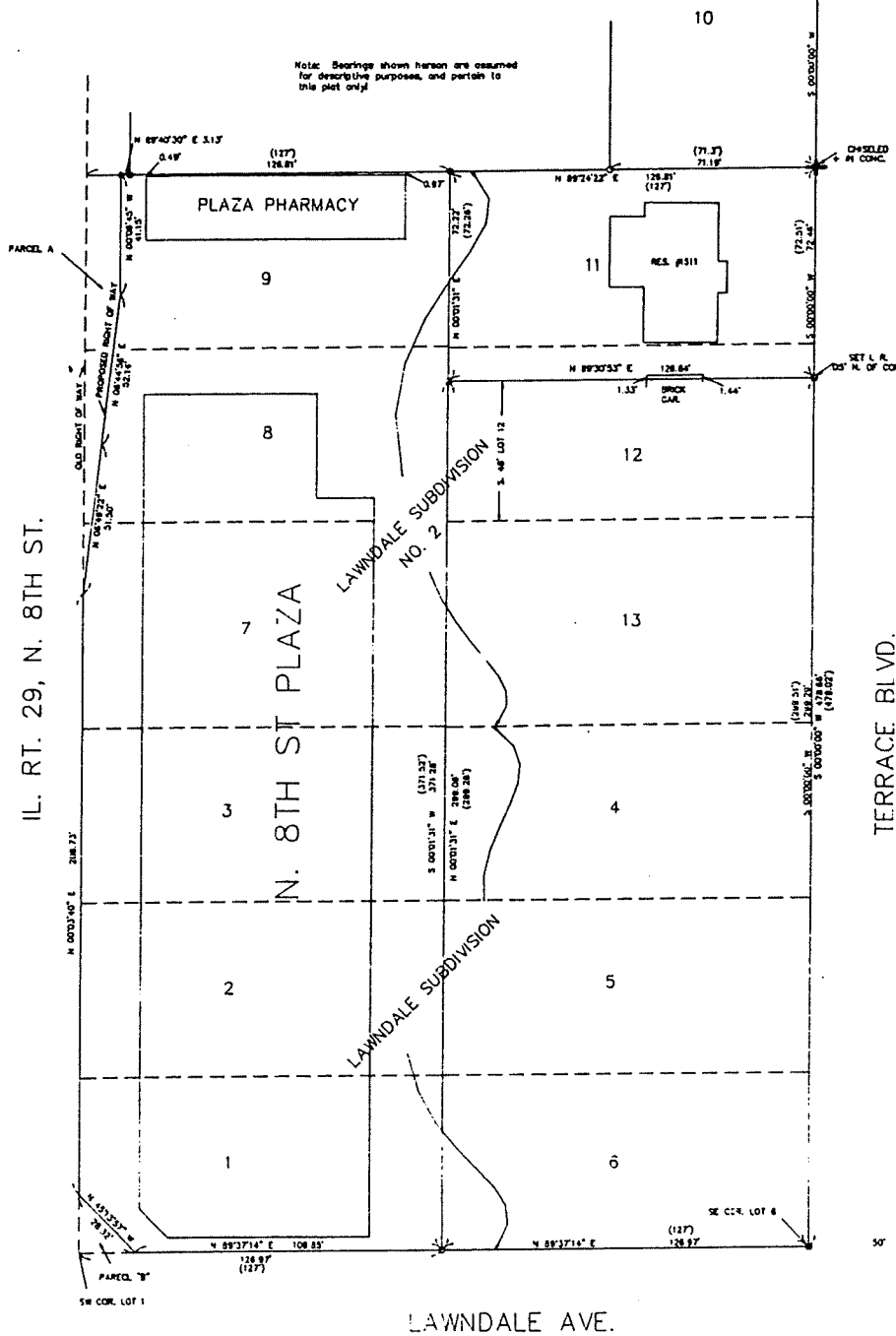


Note: Bearings shown hereon are assumed for descriptive purposes, and pertain to this plot only.



LEGEND

- ()'S = RECORD INFORMATION
 ○ = SET 1/2" FROM ROD
 ● = FOUND IRON ROD OR PIPE
 ~ = NOT TO SCALE
 ● = SET FOR SPIKE



STATE OF ILLINOIS
COUNTY OF TAZEWELL

THAT RONALD G. STEVENSON (ILLINOIS PROFESSIONAL LAND SURVEYOR, CERTIFICATE NO. 1045) HAS RECOVERED LOTS 1, 2, AND 3 OF LAMDAULE SUBDIVISION, LOTS 7, 8, 9, 11, AND PART OF LOT 12 OF LAMDAULE SUBDIVISION NO. 1, BEING PART OF THE NE 1/4, SEC. 19, T21N, R3W, OF THE 2ND P.M., TOWNSHIP 21N, RANGE 3W, AND PREPARED THE PLAY VOUCHER WITH OFFICIAL RECORDS, IN COMPLIANCE WITH THE REQUIREMENTS OF THE ILLINOIS PROFESSIONAL LAND SURVEYORS ASSOCIATION'S STANDARDS. (I PURCHER CERTIFY THAT THE PLAY VOUCHER, DRAWN TO A SCALE OF ONE INCH EQUALS 160 FEET CORRESPONDS REPRESENTS SAID SURVEY. I PURCHER CERTIFY THAT THE PROPERTY SHOWN HEREON HOPE BEING THE PROPERTY OF THE ILLINOIS PROFESSIONAL LAND SURVEYORS ASSOCIATION WITHIN THE PLACED PLAYS IS SHOWN ON THE FLOODPLAIN MOUNDWAY MAP, PARCEL 170654 00050, DATED THIS 15TH DAY OF JUNE, 1983, A.D.)

Ronald H. K.L.



PAGE 10
COUNT 10

1. COUNTY CLERK OF WAS COUNTY, ON HERETOFORE COUNTY THAT
HAS CHANGED THE RECORDS IN OF OFFICE, AND HAS A
RECORDED RECORD, THAT JAMES CLARK JONES, WAS
RECORDED SPECIAL RESIDENTS JAMES CLARK JONES,
RECORDED ALMOST THE FACT OF WAS RECORDED IN THE
WAS RECORDED

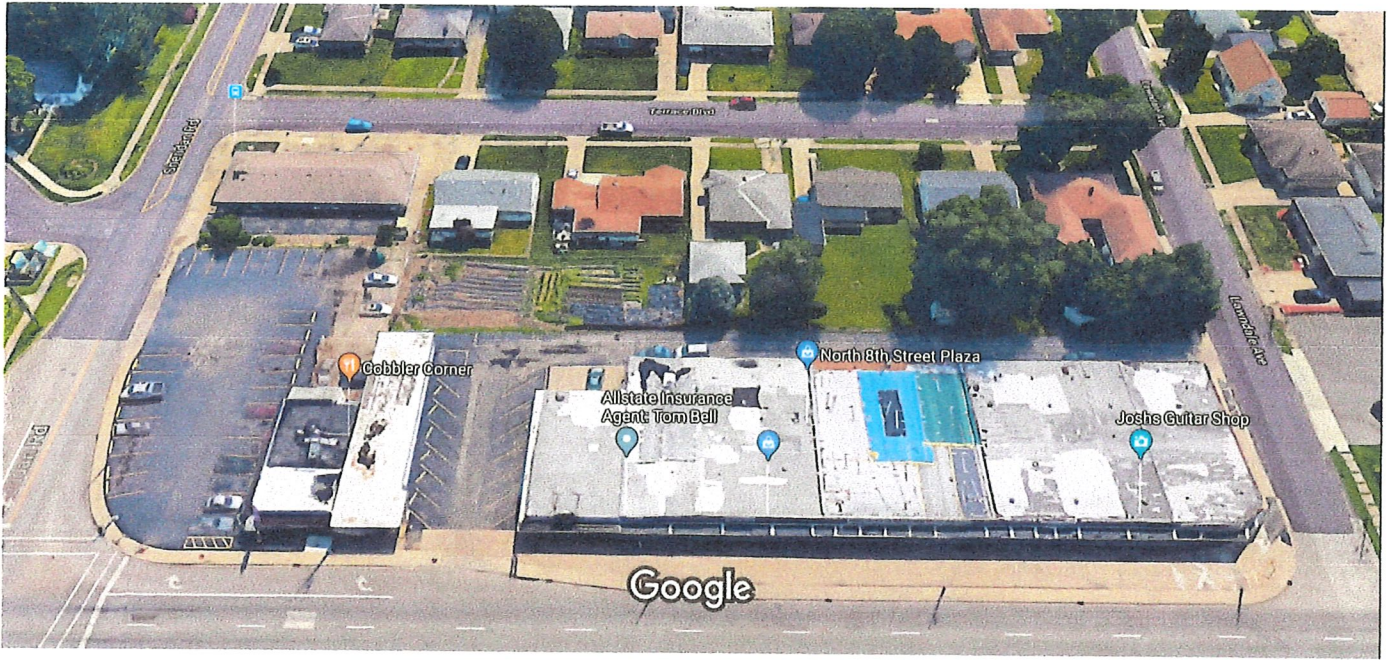
RECORD 10

for: DORALINA LIPPI
1512 N. 8TH ST. PEORIA, IL 61654

 **KLIEN LAND SURVEYING**
PH. 347-2493

date 9/15/93 file 93-31 book 16-37

Google Maps



Imagery ©2017 Google, Map data ©2017 Google 50 ft



BERNS, CLANCY AND ASSOCIATES

PROFESSIONAL CORPORATION

ENGINEERS • SURVEYORS • PLANNERS

February 25, 2020

EDWARD CLANCY
CHRISTOPHER BILLING
DONALD WAUTHIER
GREGORY GUSTAFSON
JUSTIN HOUSTON

THOMAS BERNS
1975-2018

MICHAEL BERNS
OF COUNSEL

To: City of Pekin Plan Commission

From: Donald Wauthier *DW*

RE: REZONING – 1507, 1509, 1511 TERRACE BOULEVARD
CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS

We submit this review of the requested rezoning of three (3) existing Single Family Residential Properties located along Terrace Boulevard by BMD, LLP. This request is to amend the zoning of these properties from the R-4 zoning district to the B-3 zoning district. The intent of the rezoning is to allow for the creation of parking spaces for the commercial shopping center located at 1512 North 8th Street.

Site Location / Details: See the attached location map exhibits for the site location. It is intended that the existing single family homes would eventually be demolished to allow for the construction of additional parking. In the interim one or more of the existing house may remain in place as the parking lot extension is constructed in phases.

LaSalle Factors: The Illinois Supreme Court has established a set of factors for evaluation of the constitutionality of zoning decisions. No single factor is controlling, and each case must be decided on its own facts. The LaSalle Factors are:

1. The existing uses and zoning of nearby property.
2. The extent to which property values are diminished or increased.
3. The extent to which the destruction of property value of the neighboring lands promotes, the health, safety, morals or general welfare of the public.
4. The relative gain to the public as opposed to the hardship imposed upon the individual property owner.
5. The suitability of the subject project for the zoned purposes.
6. The length of time the property has been vacant as zoned considered in the context of land development in the area.
7. The care with which a community has undertaken to plan its land-use development.

These factors should be considered during the Commission's deliberations. The outline below will address these factors for consideration by the Commission.

Attachment: March 11, 2020 Plan Commission Packet (2095 : Ordinance No. 1568-A213 -19/20 Amending Zoning Classification at 1507, 1509 and

City of Pekin Plan Commission
Rezoning – 1507, 1509, 1511 Terrace Boulevard
 City of Pekin, Tazewell County, Illinois
 February 25, 2020
 Page 2 of 4

1. The proposed zoning conforms with the intent of the City Comprehensive Plan. The Comprehensive Plan promotes business uses and parking is a vital element of successful business enterprises.
2. The proposed zoning is consistent with the proposed use of the site as parking for the adjacent business center.
3. The proposed zoning will be compatible with the established land use pattern in the vicinity. The applicant intends to take several actions to promote compatibility. Permeable pavement will be used and complete site screening will be provided.
4. The proposed zoning does not create an isolated, unrelated zoning district. The site is adjacent to other similarly zoned property.
5. The site is suitable for the uses allowed in the proposed zoning district. The site will be screened to obscure parking areas from visibility in a manner consistent with City regulations.
6. The proposed zoning will be consistent with the health, safety and general welfare of the public. No impacts to pedestrian or vehicle traffic will occur due to the parking area construction.
7. Major land uses in the neighborhood have not changed since zoning was applied to this site. However growth of business along this highway corridor is experiencing a renaissance.
8. The proposed zoning is consistent with the existing zoning designations in the surrounding area. Adjacent properties are already zoned for business use.
9. The proposed zoning will not be contrary to the original purpose and intent of the Zoning Ordinance. The rezoning will promote the continued business use of the adjacent property.
10. The proposed zoning will not be injurious to the use and enjoyment of adjacent properties. The parking area will be fully screened and stormwater detention and permeable pavement will be utilized. There will be no visibility impacts or traffic impacts to property along Terrace Boulevard
11. The proposed zoning will promote the orderly development of the site and surrounding properties. The current uses of the adjacent business center are very limited due to the lack of available parking for customers. By providing additional customer parking the viability of the shops located in the business center is improved.



City of Pekin Plan Commission
Rezoning – 1507, 1509, 1511 Terrace Boulevard
 City of Pekin, Tazewell County, Illinois
 February 25, 2020
 Page 3 of 4

12. The proposed zoning will not significantly adversely impact existing traffic patterns. The access to the parking will be from the commercial area, with no access onto Terrace Boulevard.
13. Adequate facilities for municipal sanitary sewage disposal and water supply are available for the site.
14. Adequate provisions for stormwater drainage area available for this site. Permeable pavement will be utilized. Stormwater detention for this site will be installed. Drainage conditions will be improved when compared to existing conditions.
15. The proposed zoning will not adversely impact police protection or fire protection.
16. The proposed zoning will not adversely impact schools or other public facilities.
17. The proposed zoning will not conflict with existing public commitments for planned public improvements.
18. The proposed zoning will not adversely influence living conditions in the immediate vicinity. The existing homes along the west side of Terrace Boulevard already face business use along their rear yards. The parking spaces will be fully screened from adjacent single family homes. No traffic will be directed onto Terrace Boulevard.
19. The proposed change will not significantly alter the population density pattern.
20. The value of adjacent property will not be diminished by the proposed zoning. These properties already are adjacent to business uses.
21. The proposed zoning will enhance the value of the petitioner's property. By making additional customer parking available the business center becomes more viable as a location for new or expanding business
22. The proposed zoning will not constitute an entering wedge affecting the use or development of adjacent property. This proposed rezoning allows for a slight expansion of the adjacent B-3 zoning district.
23. If denied, the petitioner will suffer deterioration to his or her property value. Continued use of the applicant's adjacent commercial property is not sustainable without providing additional customer parking. The types of businesses that can successfully located within that building is currently very limited.
24. The proposed zoning does not correct an error in the original zoning of this site.



City of Pekin Plan Commission
Rezoning – 1507, 1509, 1511 Terrace Boulevard
 City of Pekin, Tazewell County, Illinois
 February 25, 2020
 Page 4 of 4

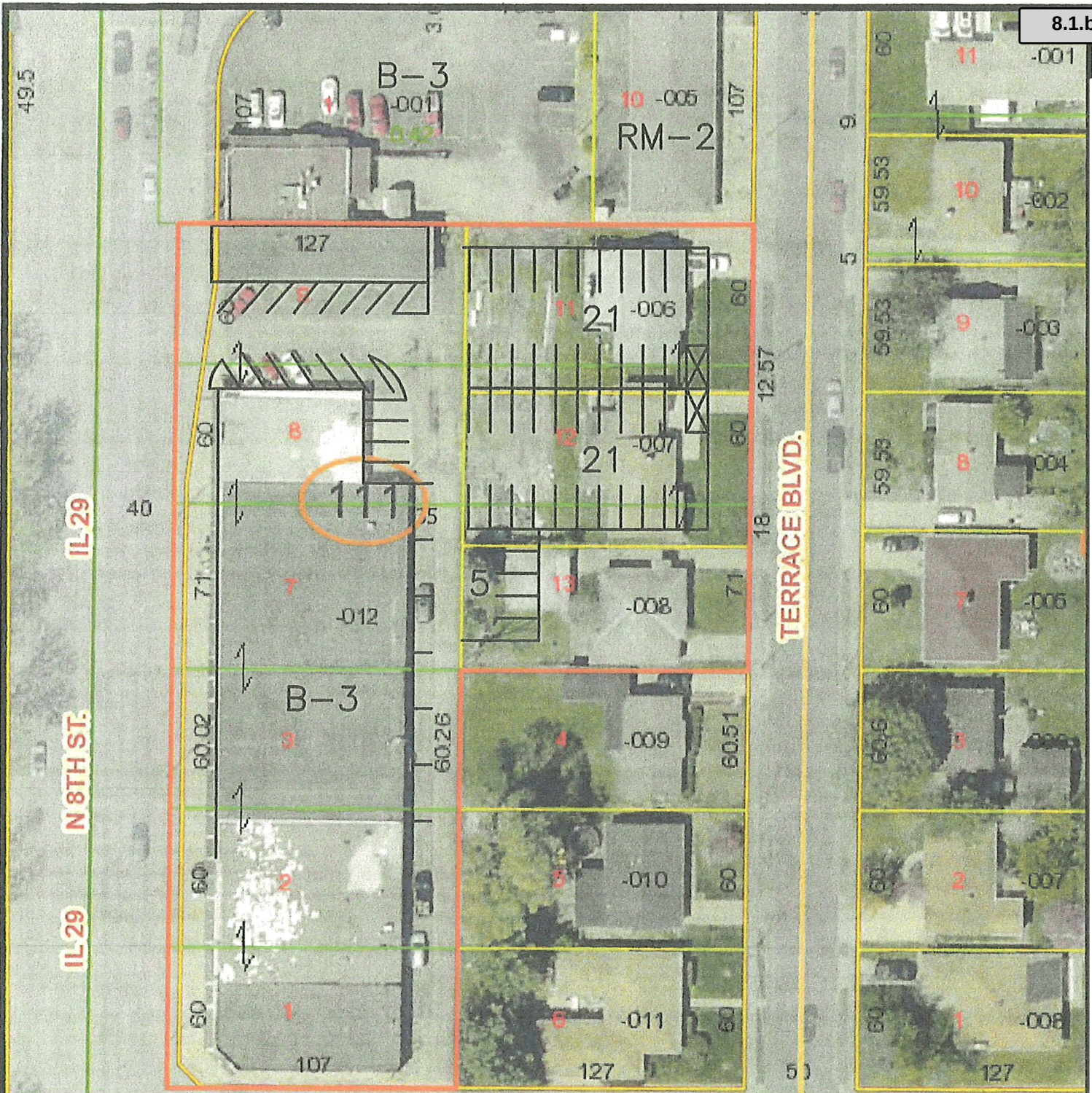
25. The proposed change in zoning will result in private investment that would be beneficial to the development or redevelopment of adjacent commercial property. The intent of the applicant is to fully remodel and modernize the adjacent business center if additional parking can be secured.
26. The proposed zoning will not adversely impact agricultural farming operations in the vicinity of this site. There are no nearby agricultural operations.
27. The property owner can realize an economic benefit from the current single family uses on these lots. The homes can be rented for family use. However, the expansion of the business center parking, which will allow for expanded uses of the adjacent business center, will provide economic benefits to both the property owner and the community.
28. There are no other nearby sites already zoned for commercial use that can reasonably be converted to the proposed parking area. Properties to the north and south contain viable existing business enterprises. Establishing parking along the west side of 8th Street does not accomplish the intended purpose.

Other Considerations: This requested rezoning case is the result of actions taken by the Illinois Department of Transportation (IDOT) many years ago. When the adjacent commercial center was built Illinois Route 29 (8th Street) consisted of a 2-lane highway. The business center had approximately 30 parking spaces located along the front of the building. When IDOT widened Route 29 it eliminated nearly all of those parking spaces and restricted access for the property onto Route 29 to a single driveway. While those actions were certainly prudent for traffic concerns, they also have had severe negative impacts upon the business center. It is the intent of the applicant to reinvigorate the business center by remodeling and restoring it. However providing adequate parking is a key element to the success of this endeavor. The current situation is not sustainable.

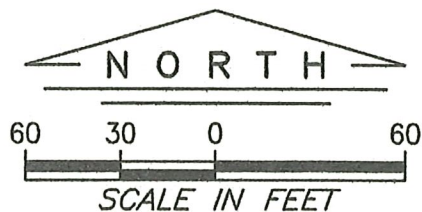
Summary: The applicant, BMD, LLC, has requested the rezoning of three (3) properties from the R-4 zoning district to the B-3 zoning district. The purpose of the request is to allow the applicant to replace the parking for the adjacent business center that was lost when IDOT expanded Illinois Route 29 to 5-lanes. This expanded parking will allow for remodeling of the business center and improved commercial use of the site. The applicant intends to utilize permeable pavement for the expanded parking area as well as provide stormwater detention. Analysis of the request suggests that the LaSalle Factors would support the request for rezoning.

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20 FEET ALONG TERRACE BOULEVARD
SHOWN TO ALLOW ADDITIONAL LANDSCAPING.



PARKING SPACES

28 EXISTING
47 PROPOSED
75 TOTAL

ZONING IS R-4
UNLESS NOTED

BASE DATA TAKEN FROM TAZEWELL COUNTY GIS.

LIPPI PARKING LOT

1512 NORTH 8TH STREET
CITY OF PEKIN,
TAZEWELL COUNTY, ILL.

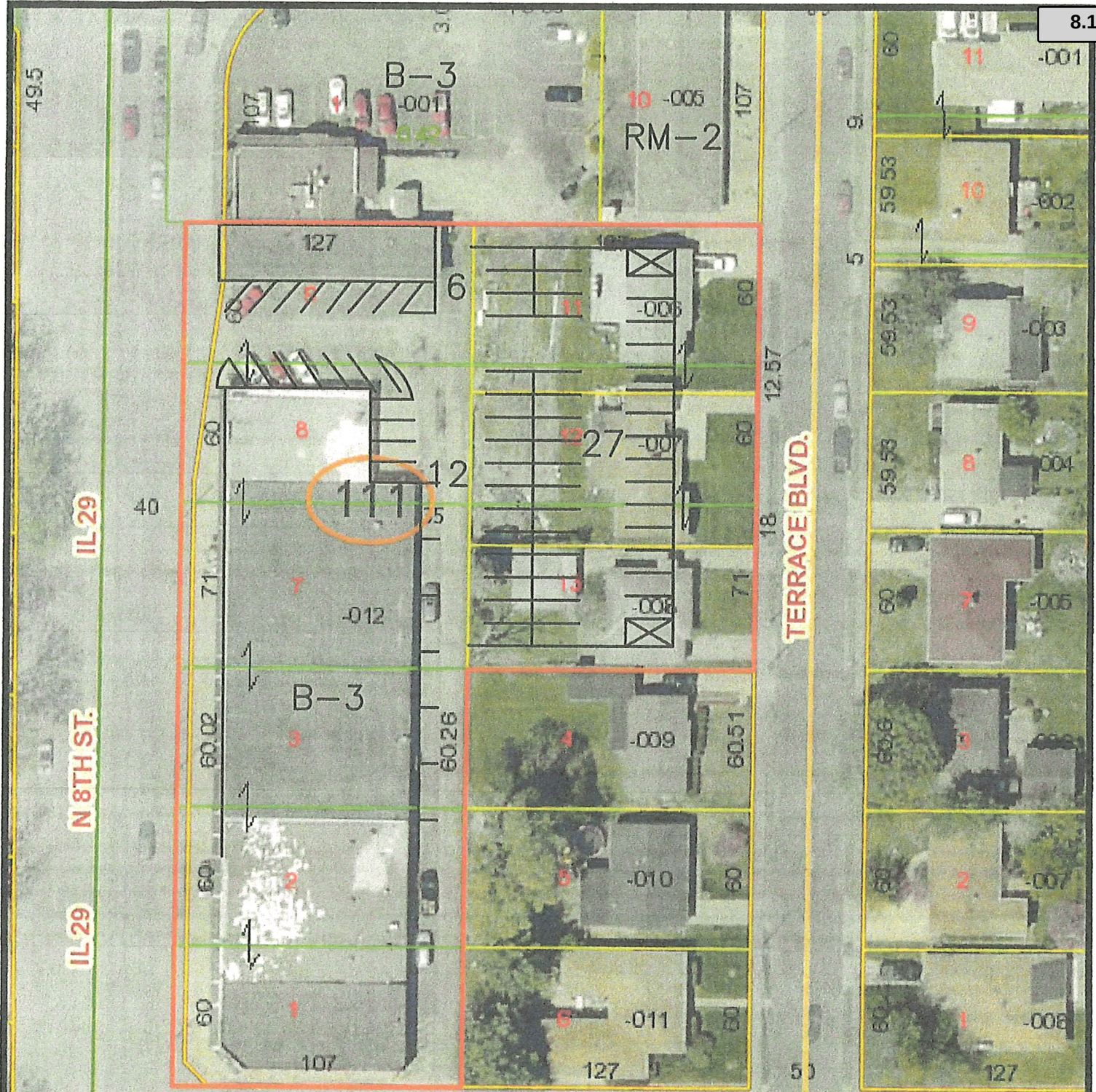


BERNS, CLANCY AND ASSOCIATES
ENGINEERS • SURVEYORS • PLANNERS
405 EAST MAIN STREET - POST OFFICE BOX 755
URBANA, ILLINOIS 61803-0755
PHONE: (217) 384-1144 - FAX: (217) 384-3355

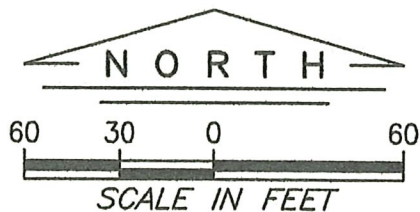
SHEET 4 OF 8

DATE: 021720

JOB: 7580



40 FEET ALONG TERRACE BOULEVARD
SHOWN TO ALLOW ADDITIONAL LANDSCAPING.



PARKING SPACES
28 EXISTING
44 PROPOSED
72 TOTAL

ZONING IS R-4
UNLESS NOTED

BASE DATA TAKEN FROM TAZEWELL COUNTY GIS.

LIPPI PARKING LOT
1512 NORTH 8TH STREET
CITY OF PEKIN,
TAZEWELL COUNTY, ILL.



BERNS, CLANCY AND ASSOCIATES
ENGINEERS • SURVEYORS • PLANNERS
405 EAST MAIN STREET - POST OFFICE BOX 755
URBANA, ILLINOIS 61803-0755
PHONE: (217) 384-1144 - FAX: (217) 384-3355

SHEET 2 OF 8

DATE: 021720

JOB: 7580

Pekin City Council Backs IDOT Proposal To Widen N. Eighth

By MARGE BARNARD
Staff Reporter

Pekin City Council Monday night went on record in favor of the street widening project for Rt. 29 from Coolidge to Matilda streets.

Two weeks ago, the council chamber was half full of residents and businessmen of that area who oppose widening the street to five lanes, with the center lane to be a left turn lane from both directions, according to plans proposed by the Illinois Department of Transportation.

Some of the objectors, businessmen from Eighth Street Plaza, said such a project would put them out of business. The objectors said they had been told by the state that the project would be dropped if it did not have city backing.

A letter was read Monday night from IDOT District Engineer Jack Harland, saying just that.

Harland noted the widening had created negative feelings among property owners and that IDOT had met individually with each if they so desired.

The letter stated the IDOT will conduct a public hearing in city council chambers in the near future, but since the project is jointly controlled by the state and city, "I first request in writing city council action that would demonstrate support for the general concept of this project.

"Without such, the meeting would serve no purpose since the project would be deleted from our short range program," the letter concluded.

The council received and filed the letter in addition to recommending that IDOT continue with the planning and development of Rt. 29 with the following recommendations:

- Speed limit not be increased after the improvement.
- Replace trees the property owners want replaced.
- Try to protect sidewalk pedestrians from moving vehicles.
- IDOT help in the future to solve any problems that might arise after the project is completed and put in operation if results do not meet city expectations.

Total cost of the project is \$1.1 million with the city's share to be \$39,000, including half the cost of the traffic signals and a new T-intersection at Crescent drive.

Mayor Willard E. Birkmeier noted that after receiving objections from residents, council members met with IDOT officials to review different phases of the project but that there still are no working drawings.

Commissioner Francis Oberle pointed out that Pekin Police Dept. statistics show that 30 accidents occurred between the 1500 and 1900 blocks of N. Eighth street during the past year, classifying it as a high accident area. "It needs improvement," Oberle said.

Birkmeier commented that Rt. 29 carries 24,000 vehicles per day.

Commissioner Jim Wallinger asserted, "This is not a remodeling job just for the sake of remodeling — the street is in need of total repair — this is a step to repair at the same time it is updated."

*Pekin Daily
Times*

**Petition in support of the re-zoning application for
1507, 1509 and 1511 Terrace Blvd., Pekin, Illinois**

The undersigned, support the rezoning of 1507, 1509 and 1511 Terrace Blvd., Pekin, Illinois to B-3. We believe that the 8th Street Plaza is an important business plaza for the benefit of the City of Pekin, its residents and visitors and that the improvement to the parking that will be possible because of this rezoning will be a benefit to the neighbors, businesses, their customers and the City of Pekin.

Name	Address	Date
<u>Michael McGowan</u>	<u>1504 N. 8th Street</u>	<u>1-30-20</u>

<u>Andrew Butts</u>	<u>1504 N. 8th St</u>	<u>1-30-20</u>
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<u>Shane Helle</u>	<u>1504 N 8th St</u>	<u>1-30-20</u>
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<u>Stephanie Grigsby</u>	<u>1504 N 8th St</u>	<u>1-31-20</u>
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<u>P. Blake Lippi</u>	<u>1512 N. 8th St.</u>	<u>2-7-20</u>
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<u>Emilee Arnold</u>	<u>1418 Lake St</u>	<u>2-7-20</u>
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<u>Rhonda Branchfield</u>	<u>1424 S. 10th</u>	<u>2/7/20</u>
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Name	Address	Date
Meredith Pomine	20945 N Oak Ct Rd.	1-30-20
Brittney King	403 Pecan St Pekin	1-30-20
Karen P. Ward	461 Somerset	1-30-20
Wednesday Alvey	915 Hamilton st	1-30-20
Judy Cusor	1250 Florence st H	1-30-20
Theresa Schuch	1911 Dora Kelsey	1-30-20
Jon Harvey	1708 Jessiza Ct	1/30-20
Cecilia Hawkins	1825 Victoria Dr	1/30/20
Carole Martin	1401 Peoria St	1/30/2020
Idarry R. Seiss	9112 Pekin st	1/30/2020
Deje L Seiss	2112 Pekin	1-30-2020

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Name	Address	Date
Sarah Sandall	1703 Crescent Dr	1-30-20
Miculle Owens	1265 Monroe St.	1-30-20
Debbie Hancock	1463 South 18 th	1-31-2020
Kelli Cruce	402 Kaskaskia	1-31-2020
Madeline Baughman	704 Vogel Ct.	1-31-20
Colene Lester	31310. Main	1-31-20
Chrissy Lester	220 North Main St	1-31-20
John Conley	1408 State St Pekin	1-31-20
Mindy Wilson	228 Vogel Ct Creve Co	1-31-20
Christa Hanna		1-31-20
Alison Maloney	1101 E1 Camino Dr	1-31-20

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1507, 1509 and 1511 Terrace Blvd., Pekin, Illinois**

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Name

Address

Date

Maggie Hall	1801 St. Clair Dr.	1-31-20
Marion F. Smith	River Beach Dr. Chillicothe	1-31-2020
Jeann Small	3421 mollock Per	1-31-2020
Tonya Cummins	133 Kenwood	EP 2-1-20
Alexa Wesley	1300 Jett Ct	Peoria 2-1-20
Hanner Cumming	121 Sunset blvd	UPekin 2/1/2020
Karen Cole	1727 Memorial Dr., Pekin	2/1/2020
Ethel Schupbach	624 S. 12 th St.	Pekin 2-1-2020
Heather Hardt	1005 Chestnut St	Pekin 2-1-20
Cyssa Caldwell	415 Chestnut	Pekin 2/1/20
Shannon Traynor	562 Heritage Dr	Mackinaw 2/1/20

**Petition in support of the re-zoning application for
1507, 1509 and 1511 Terrace Blvd., Pekin, Illinois**

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Name	Address	Date
<u>cp Lisa Lewis</u>	<u>1503 N. 14th St. Pekin Il</u>	<u>2/1/2020</u>
<u>Runa An</u>	<u>00 Opossum Trot Rd</u>	<u>2/1/2020</u>
<u>Shaundon Mullen</u>	<u>121 Ave A E. Peoria</u>	<u>2/1/2020</u>
<u>Kerystyn Hall</u>	<u>121 Ave A East Peoria</u>	<u>2/1/2020</u>
<u>Paula</u>	<u>407 S White St</u>	<u>2/1/2020</u>
<u>Corey Kibbey</u>	<u>403 Pecan St Pekin</u>	<u>2-1-20</u>
<u>Lauren Radclatz</u>	<u>708 S. 4th St</u>	<u>2-1-20</u>
<u>Mick Gifford</u>	<u>2115 Alameda Dr</u>	<u>2-4-2020</u>
<u>Pat Gifford</u>	<u>2115 Alameda Dr</u>	<u>2-4-2020</u>
<u>Amy Kampas</u>	<u>614 South 11th St</u>	<u>2-4-2020</u>
<u>Michael Hackler</u>	<u>614 South 11th St</u>	<u>2-4-2020</u>

**Petition in support of the re-zoning application for
1507, 1509 and 1511 Terrace Blvd., Pekin, Illinois**

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Name	Address	Date
<u>Josh Thompson</u>	<u>1823 Victoria Dr. Pekin</u>	<u>1-29-20</u>
<u>Damien Dickerson</u>	<u>2006 Elongshore Place Peoria Heights</u>	<u>1-29-20</u>
<u>Jon Cowell</u>	<u>205 Seaside</u>	<u>1-31-20</u>
<u>Joe Bevel Sr.</u>	<u>201 Maria St</u>	<u>1-31-20</u>
<u>Mike Fitch</u>	<u>4715 W. Whipp Bartonville</u>	<u>1-31-20</u>
<u>DAVE SILTRON</u>	<u>811 E. 8th</u>	<u>1-31-20</u>
<u>Scott Fowler</u>	<u>309 N. Ewing ⁶²⁶⁸⁸ Tallula, IL</u>	<u>2-1-2020</u>
<u>Derek Anderson</u>	<u>1508 N. 8th Pekin, IL 61554</u>	<u>2-7-20</u>

RECEIVED FEB 2 X 2020



Official Certificate of Publication as Required by State Law and IPA By-Laws

Certificate of the Publisher

Ganett certifies that it is the publisher of the Pekin Daily Times. Pekin Daily Times, a secular newspaper, has been continuously published daily for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the City Pekin, County of Tazewell, Township of Pekin, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 ILCS 5/5.

A notice, a true copy of which is attached, was published 1 time in Pekin Daily Times. The publication of the notice was made in the newspaper, dated and published on February 15th, 2020. The notice was also placed on a statewide public notice website as required by 715 ILCS 5/2.1.

In witness, the Pekin Daily Times has signed this certificate by Ganett, its publisher, at Pekin, Illinois, on February 18th, 2020.

City of Pekin
Ad #4697267

By:

Ashley Anderson

Ashley Anderson
Legal Notice Representative
Ganett
Publisher

(Note: Unless otherwise ordered, notarization of this document is **not** required.)

Attachment: March 11, 2020 Plan Commission Packet (2095 : Ordinance No. 1568-A213 -19/20 Amending Zoning Classification at 1507, 1509 and

Legal Notice**Legal Notice****LEGAL NOTICE for PUBLIC HEARING**

Notice is hereby given that a **PUBLIC HEARING** will be held for a Petition submitted by Blake Lippi, representing BMD, for a Map Amendment for the re-zoning of properties currently zoned R-4, (One Family Residential District) to B-3 (General Business District) for the purpose of creating a parking lot for an adjacent commercial plaza, for certain properties located at 1507 Terrace Blvd., 1509 Terrace Blvd., and 1511 Terrace Blvd., with Legal Descriptions as follows:

1507 Terrace Blvd.: SEC 35 T25 N R5W Lawndale Subd.#2 S 53' of Lot 13 Blk 1 NW ¼ In Tazewell County, Illinois, with the following P.I.N.# 04-04-35-111-008.

1509 Terrace Blvd.: SEC 35 T25 N R5W Lawndale Subd.#2 all of Lot 12 Exc. N 12' and N 18' of Lot 13 Blk 1 NW ¼ In Tazewell County, Illinois, with the following P.I.N.# 04-04-35-111-007.

1511 Terrace Blvd.: SEC 35 T25 N R5W Lawndale Subd.#2 Lot 11 & N 12' of Lot 12 Blk 1 NW ¼ In Tazewell County, Illinois, with the following P.I.N.# 04-04-35-111-006.

Said **Public Hearing** of the above petition to be held at a regular Meeting of the **Pekin Planning Commission**, 111 South Capitol Street, City Hall, City of Pekin, Illinois, on the **11th day of March, 2020**, at the hour of **5:30 P.M.**

All persons having an interest there in may appear to be heard.

Dated this **11th day of February, 2020**.

John R. Lebegue

Building Inspections / Development Director
City of Pekin



City of Pekin- Zoning and Inspections Department
 111 S. Capitol Street, Pekin, Illinois 61554 – (309) 477-2315

Current Resident/Owner,

Notice is hereby given that a **PUBLIC HEARING** will be held for a Petition submitted by Blake Lippi, on behalf of BMD, owner, for a Map Amendment for the re-zoning of properties currently zoned R-4, (One Family Residential District) to B-3, (General Business District) for the purpose of creating a parking lot for the adjacent commercial plaza, for certain properties located at 1507 Terrace Blvd., 1509 Terrace Blvd., and 1511 Terrace Blvd., with Legal Descriptions as follows:

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All persons having an interest there in may appear to be heard.

John R. Lebegue
 Building Inspections / Development Director
 City of Pekin

John R. Lebegue
 Building Inspections / Development Director
 jrlebegue@ci.pekin.il.us
 Office: (309) 478-5370



REQUEST FOR COUNCIL ACTION

Agenda Date: April 13, 2020
To: Council Members
From: Kurt Nelson, Fire Chief

AGENDA ITEM: Resolution No. 76-19/20 Approving Purchase Hydraulic Lift Cylinders for Fire Department Ladder Truck

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: Due to failure of one of the hydraulic lift cylinders for the 2000 Pierce Aerial Ladder, the Fire Department needs to purchase two hydraulic cylinders at \$9,340.76 per cylinder. Due to a change in the cylinder design it is required to purchase these in pairs as they will not work with the older design. Total cost with shipping is \$18,831.52. Without this replacement this vehicle will not pass upcoming ladder tests and replacement of this vehicle is between \$1 million and \$1.2 million dollars. This vehicle is an integral part of our fire rescue capabilities and is required to keep our current ISO rating.

Staff recommends approval.

FINANCIAL IMPACT:

Requested Amount: \$18,831.52
 Line Item: 100-034-52900
 Budgeted Amount: \$68,875
 Available Funds: \$42,799

IMPACT IF APPROVED: Once the approved purchase is complete and installed the on the tower, the vehicle will go back into service.

IMPACT IF DENIED: The Fire Department will not have a tower in service.

ALTERNATIVES: Purchase a new tower for \$1.2 million

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

5 Year CIP. The Five-Year Capital Improvement Plan reflects all current and future capital improvement needs of the City of Pekin. The Plan is designed to be updated annually by staff and submitted to the Council for review and approval prior to the annual budget process.

Enhance Code Enforcement Services. The Council understands the importance of a strong Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.

Business Friendly Community. The Council strives to bring new businesses to Pekin while helping to maintain and expand all existing businesses. It is therefore essential to work cooperatively to make Pekin a "Business-Friendly" Community.

Efficient and Effective Municipal Operations. A fundamental responsibility of elected officials, City Staff and Employees is the exercise of good stewardship over public funds. Therefore, it is important that municipal services be delivered with maximum efficiency and effectiveness.

Employee Residency. It is the goal of the Council to develop a policy that encourages more full-time non-union employees who participate in a City funded pension program to reside within the city limits of Pekin.

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:**Mark A. Rothert**

Mark A. Rothert, City Manager

4/10/2020

Date:

WHEREAS, the City of Pekin is a home rule municipality as described in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, the City of Pekin, as a home rule municipality, may exercise power and perform any function pertaining to its government and affairs, including, but not limited to, the power to legislate for the protection of the public health, safety, and welfare; and

WHEREAS, the Fire Department is in need of two new hydraulic lift cylinders to repair one of its ladder trucks, at a total cost of \$18,831.52; and

WHEREAS, the City Council of the City of Pekin finds this expenditure is necessary to maintain its fire rescue capabilities and continue to provide fire protection services to the residents of the City.

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

Section 1. The findings and recitations set forth above are adopted and found to be true and correct.

Section 2. The Fire Department, through the Fire Chief, is authorized to purchase two hydraulic cylinders for the 2000 Pierce Aerial Ladder truck, at a cost not to exceed \$18,832.00.

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of _____, 20_____.

MAYOR

ATTEST:

CITY CLERK



MACQUEEN
EQUIPMENT



MACQUEEN
EMERGENCY

MacQueen Emergency
1401 North Farnsworth Avenue
Aurora, IL 60505
800-582-8818

8.2.a

Ship To: SAME AS BELOW

Invoice To: PEKIN FIRE DEPT.
3232 COURT STREET
PEKIN IL 61554

Branch AURORA IL			ANYYYN
Date 03/24/20	Time 10:15:54 (O)	Page 01	
Account No PEKIN001	Phone No 3094772388	Inv No PICPAK	
Ship Via BEST WAY		Purchase Order 11120 QUOTE	
Tax ID No E9993-0854-05			
		Salesperson 223	

PACKING SLIP - NOT AN INVOICE

ORDER#: 001137.01

Part#	Description	Bin	ORD	ISS	SHP	B/O	UTTTT	Price	Amount
2210390	CYLINDER, HYD EL CYLINDER, HYD ELEVATION		2					\$ 9,340.76	\$ 18,681.52

+ \$150.00
ESTIMATED
SHIPPING

X

Received By

Visit Us Online
www.macqueen.com

Packet Pg. 262

Attachment: MAQUEEN PACKING SLIP 2020-03-24_102043 (2106 : Resolution No. 76-19/20 Approving Purchase Hydraulic Lift Cylinders for Fire



REQUEST FOR COUNCIL ACTION

Agenda Date: April 13, 2020
To: Council Members
From: Dan Jost, Fleet Manager

AGENDA ITEM: Resolution No. 74 - 19/20 Awarding Contract to RNS for Replacement Lighting

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: The City issued a request for proposals (RFP) in March 2020 for the replacement of the interior lighting at the City of Pekin Street Department. The City's objectives in these proposals was to replace lighting in the shop area not only to allow better work conditions but also to save on energy costs.

Five firms responded to the RFP that include:

- Oberlander Electric
- Schwartz Electric
- RNS Electric
- Laser Electric
- S&S Electric

This project works with Ameren and includes a project incentive. Bidders were to meet many specifications and standards to ensure monthly cost savings were met. This project has an estimated annual savings amount as well as what the potential payback in months would be.

FINANCIAL IMPACT:

Requested Amount: Not to exceed \$13,000. Requested amount is more than bid amount to take into consideration unforeseen costs working with electrical components in an older building)
 Line Item: 100-068-534200
 Line Item Budget: \$125,000
 Available Funds: \$46,542

IMPACT IF APPROVED: Better working conditions for employees, monthly cost savings on electrical bills

IMPACT IF DENIED: Poor lighting conditions will continue to exist and bills will continue to be high

ALTERNATIVES: N/A

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

5 Year CIP. The Five-Year Capital Improvement Plan reflects all current and future capital improvement needs of the City of Pekin. The Plan is designed to be updated annually by staff and submitted to the Council for review and approval prior to the annual budget process.

Enhance Code Enforcement Services. The Council understands the importance of a strong Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.

Business Friendly Community. The Council strives to bring new businesses to Pekin while helping to maintain and expand all existing businesses. It is therefore essential to work cooperatively to make Pekin a "Business-Friendly" Community.

Efficient and Effective Municipal Operations. A fundamental responsibility of elected officials, City Staff and Employees is the exercise of good stewardship over public funds. Therefore, it is important that municipal services be delivered with maximum efficiency and effectiveness

Police & Fire Pension Obligation. To meet the 90% funding level by the year 2040 it is

essential the City plan carefully and maintain financial discipline to meet its \$63 million bond obligation.

Employee Residency. It is the goal of the Council to develop a policy that encourages more full-time non-union employees who participate in a City funded pension program to reside within the city limits of Pekin.

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

4/10/2020

Date:

WHEREAS, the City issued a request for proposals (RFP) for qualified companies for the replacement of lighting in the street department; and

WHEREAS, the City's objectives in doing this project was to enhance working conditions and save on monthly electrical costs; and

WHEREAS, RNS Electric, Inc., submitted the lowest bid in response to the RFP, in the amount of \$11,375.00; and

WHEREAS, the city would receive a project incentive from Ameren that would be applied to reduce the total cost.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Pekin that:

1. Award the project to RNS Electric for the amount to not exceed \$13,000.

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of _____, 20____.

MAYOR

ATTEST:

CITY CLERK

BID SHEET

8.3.a

ITEM OF WORK	UNIT	QUANTITY	BID PRICE
Removal and replacement of 36 High Bay Light Fixtures and 16 strip shop lights for the Street Department with LED lighting and all associated work in accordance with Ameren Energy Incentive program, the 2015 IBC and 2017 NEC	Lump Sum	1	\$11,375.00
	Ameren Small Business Incentive	Less	-\$2,102.94
Total			\$9,272.06

Contract Name: Street Department Lighting Replacment

Signed By:  Ty Slonr

Title: General Manager, RNS Electric, Inc.

Address: PO Box 367
Washington, IL. 61571

Date 4/7/20

Attachment: RNS ELECTRIC BID (2117 : Resolution No. 74 - 19/20 Awarding Contract to RNS for Replacement Lighting)



ASSESSMENT REPORT NUMBER: **12607**

City Of Pekin

CUSTOMER CONTACT:

Brett Olson

1208 Koch

Pekin IL 61554

**SMALL BUSINESS LIGHTING
ASSESSMENT REPORT**

SMALL BUSINESS PROGRAM ALLY:

RNS Electric, Inc

Office: 28558 Irish Lane, PO Box 367

Washington IL 61571

309.635.6294

8.3.a

APPLICATION DATE: **4/7/2020**

Email: **baolson@ci.pekin.il.us**

Phone: **309.478.5433**

PROJECT SUMMARY:

Total Project Cost:

\$2,102.94

Project Incentive Amount:

\$2,102.94

Customer's Total Cost:

\$0.00



Potential Payback
In Months:

0.0



Estimated Annual
Electric Dollars Saved:

\$902.19

THE COST OF WAITING:

Daily Cost of Waiting: **\$2.47**

Monthly Cost of Waiting: **\$75.18**

The Ameren Illinois Energy Efficiency Program helps offset the cost of implementing an energy-savings project by providing incentives to help you start saving now! When weighing the project cost, incentive amount, and project payback against the cost of waiting — the choice to act now seems obvious!

Potential payback numbers and return on investment are calculated based on project site data and average energy data of Small Businesses in the Ameren Illinois service territory. The actual savings and payback rate you experience may vary.



CUSTOMER SITE DETAILS:

City Of Pekin Street Department Garage

Brett Olson

1208 Koch

Pekin

Phone: 309.478.5433

Email: baolson@ci.pekin.il.us

SMALL BUSINESS PROGRAM ALLY:

RNS Electric, Inc

Ty Slonneger

28558 Irish Lane, PO Box 367

Washington IL 61571

Phone: 309.635.6294

Email: ty@rnselectricinc.com

PROPOSED MEASURES

MEASURE DESCRIPTION	LOCATION	QTY.	TOTAL INCENTIVE*	TOTAL COPAY
LED Highbay or Lowbay Fixture Replacing HID	Main Truck Bay	28	\$1,412.13	\$0.00
LED Highbay or Lowbay Fixture Replacing HID	Maintenance Room	8	\$254.28	\$0.00
LED Highbay or Lowbay Fixture Replacing HID	Recycling Room	4	\$8.97	\$0.00
LED Fixture replacing existing T8/T5 4' lamps and ballasts	Tool Room and Mezzanine	10	\$309.66	\$0.00
LED Fixture replacing existing T12 8' lamps and ballasts	Maintenance Room	2	\$117.90	\$0.00

*Ameren Illinois incentives are not guaranteed until the customer signed assessment report is reviewed and approved.

Line Item Copay Total \$0.00

\$0.00

TOTAL* \$2,102.94 \$0.00

Attachment: RNS ELECTRIC BID (2117 : Resolution No. 74 - 19/20 Awarding Contract to RNS for Replacement Lighting)





City of Pekin

PUBLIC PROPERTY DEPARTMENT

ADDENDUM #1

Request for Proposals
Street Lighting Replacement
Public Property- 1208 Koch St
City of Pekin

Per this addendum, the following changes to the specifications shall be made and/or questions answered:

1. In what is labeled the main truck bay, we are doing 1 for 1 that is currently in that area (25) and adding 3 for 28 total.
2. In the tool crib/Part storage room, we do not need 10 LED strip lights in there. We said 5 max, and we can do 5 upstairs in the area above the offices. If you think 4 is enough and 6 upstairs that's fine, as long as we keep 10 because that's what we submitted to Ameren.
3. Maintenance room (truck wash Bay Area) is pretty self explanatory. 1 for 1 in there and adding 2-96" LED strip lights. The drawing shows the strip lights over the center of the area where trucks are being washed.
4. Recycle Room- Remove all structures and add 4-96" LED strip lights.
5. You as a contractor as responsible to remove all existing fixtures as well as disposing of them properly.
6. The fixtures do not have to be Holophane lights, but something equivalent to them is required. The fixtures do not have to be round like the existing ones, they can be square.
7. We are classified as a DS2 according to Ameren.

Please sign this acknowledge this addendum and include it with the proposal.

Acknowledged by: 

Date: 4-6-20

Ty Slonnegs
RNS Electric Inc

Brett Olson, Operations Supervisor
1208 Koch Street, Pekin, IL 61554
Phone (309) 478-5433* Fax (309) 477-2322 * Email: baolson@ci.pekin.il.us

Attachment: RNS ELECTRIC BID (2117 : Resolution No. 74 - 19/20 Awarding Contract to RNS for Replacement Lighting)



City of Pekin

PUBLIC PROPERTY DEPARTMENT

ADDENDUM #2

Request for Proposals
Street Lighting Replacement
Public Property- 1208 Koch St
City of Pekin

Per this addendum, the following changes to the specifications shall be made and/or questions answered:

1. Please submit the rebate to Ameren for the City of Pekin and include that in your bid.

Please sign this acknowledge this addendum and include it with the proposal.

Acknowledged by: _____

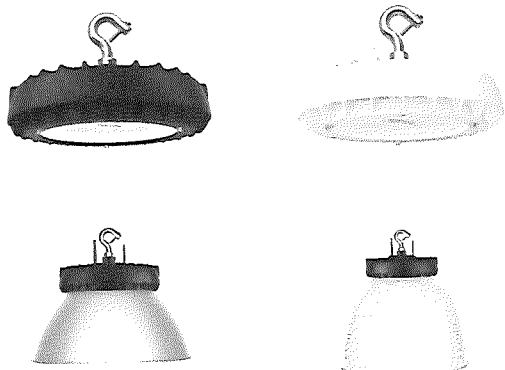
Date: 4-6-20

Ty Slonney
RNS Electric Inc.

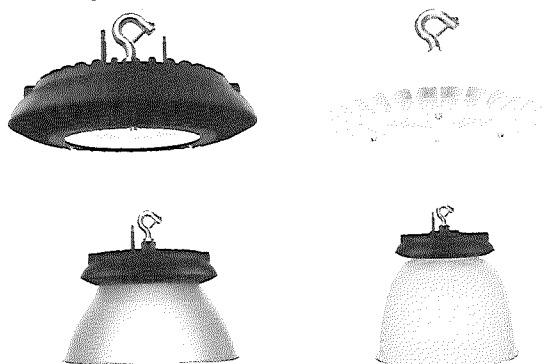


ARIES LED HIGH BAY

100W



150W/200W



DIMENSIONS

Wattage	Diameter	Height
100	8.90"	5.98"
150	10.83"	5.98"
200	10.83"	5.98"

ACCESSORIES

- Multiple reflector and lens options
- Multiple plug options
- Multiple cord options
- Optional occupancy and daylight sensors
- Adjustable Bracket Mount and Conduit Box Mount - available in Black and White



PRODUCT DESCRIPTION

LED high bay lights are specifically designed for taller ceiling and larger areas. They focus light more directly to create powerful illumination at a long range. This makes them perfect for commercial and industrial applications such as warehouses, retail stores, factories, workshops, gymnasiums, exhibition halls and supermarkets.

Our WareLight Aries LED high bay is using a Magnesium Aluminum Alloy Heat Sink; the design is part of the efficiency. It helps transfer thermal properties more evenly. The efficiency of this product is up to 150lm/w with transparent lens. The IUFO high bay is suitable for ambient temperatures up to 122°F and can be installed in wet locations.

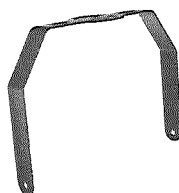
FEATURES

- Wattage available: 100W, 150W and 200W
- Lumens:
 - 100W = 15000Lm
 - ✕ 150W = 22500Lm
 - 200W = 30000Lm
- Voltage: AC100-277V
- CCT: 4000K or 5000K
- CRI: >80
- Chip Brand: CREE SMD2835
- Lifespan: 50000H at 122°F ambient temperature
- Working temperature: -40°F to 120°F
- Driver: 0-10V dimmable LED power supplies
- Mount option: Hanging Hook Standard (optional Adjustable Bracket Mount and Conduit Box Mount)
- Hook mount thread info: M10 / M10xP1.5xH25
- Manufacturer Warranty: 5 years
- Beam Angle: 120°
- Factory Installed 6' Whip for Hardwiring (no plug)
- Certifications: UL for wet locations; DLC

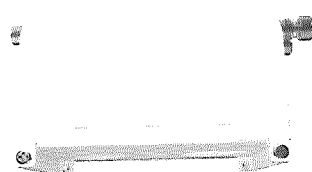
DLC Premium

- 100W/4000K: PLLFCAJ2FDN7
- 100W/5000K: PLRH0V6221KU
- 150W/4000K: PLO7XTSPZLQM
- ✕ 150W/5000K: PLX6Z69KQC8H
- 200W/4000K: PLU1LZEF9GK8
- 200W/5000K: PLWODOPHBKLE

Adjustable Bracket Mount

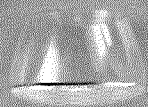
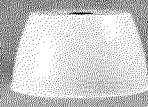
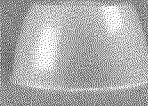
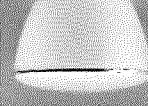


Conduit Box Mount



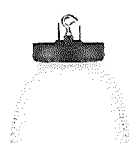
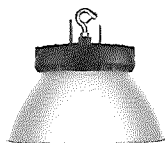
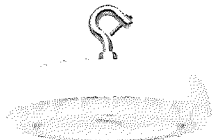
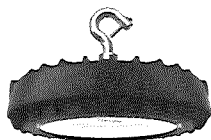
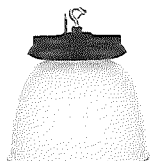
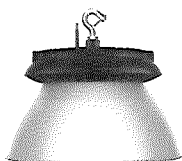
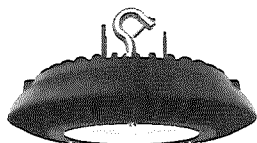


LED UFO HIGH BAY – ARIES				
Brand	Series	Power	CCT	Options
WL-	IUFO-	150W- 200W-	40K- = 4000K 50K- = 5000K	DM010- = 0-10V Dimming DM010-BT-AL-60D-120VP- = 3' 120V Cord & Straight Blade Plug DM010-BT-AL-60D-120VP-INS- = 120V Cord & Straight Blade Plug (installed) DM010-BT-AL-60D-277VP- = 3' 227V Cord & Twist Lock Plug DM010-BT-AL-60D-277VP-INS- = 227V Cord & Twist Lock Plug (Installed)
				FINISH BK = Black WH = White

REFLECTOR AND LENS OPTIONS	
	-BT-PC-70D = 70° Acrylic Reflector
	-BT-AL-60D = 60° Aluminum Reflector
	-BT-AL-60D-BK = 60° Black Aluminum Reflector
	-CLAR16 = Clear Acrylic Reflector (USA)
	-CLRKIT = Premium Acrylic Reflector with Clear Smooth Ribbed Drop Lens & Clamp Band (USA)
	-WHPC16 = White Polycarbonate Reflector (USA)
	-WHPCKIT = Premium White Polycarbonate Reflector with Vizual Comfort Lens & Clamp Band (USA)
	-VCR16 = Vizual Comfort Frosted Reflector (USA)
	-VCKIT = Premium Vizual Comfort Reflector with Vizual Comfort Ribbed Drop Lens & Clamp Band (USA)

PROJECT NAME: Pekin Street Department CATALOG NUMBER: WL-IUFO-100

8.3.a

NOTES: _____ FIXTURE SCHEDULE: Main Truck Bay**ARIES LED HIGH BAY****100W****150W/200W****PRODUCT DESCRIPTION**

LED high bay lights are specifically designed for taller ceilings and larger areas. They focus light more directly to create powerful illumination at a long range. This makes them perfect for commercial and industrial applications such as warehouses, retail stores, factories, workshops, gymnasiums, exhibition halls and supermarkets.

Our WareLight Aries LED high bay is using a Magnesium Aluminum Alloy Heat Sink; the design is part of the efficiency. It helps transfer thermal properties more evenly. The efficiency of this product is up to 150lm/w with transparent lens. The IUFO high bay is suitable for ambient temperatures up to 122°F and can be installed in wet locations.

**FEATURES**

- Wattage available: 100W, 150W and 200W
- Lumens:
 - ✕ 100W = 15000Lm
 - 150W = 22500Lm
 - 200W = 30000Lm
- Voltage: AC100-277V
- CCT: 4000K or 5000K
- CRI: >80
- Chip Brand: CREE SMD2835
- Lifespan: 50000H at 122°F ambient temperature
- Working temperature: -40°F to 120°F
- Driver: 0-10V dimmable LED power supplies
- Mount option: Hanging Hook Standard (optional Adjustable Bracket Mount and Conduit Box Mount)
- Hook mount thread info: M10 / M10xP1.5xH25
- Manufacturer Warranty: 5 years
- Beam Angle: 120°
- Factory Installed 6' Whip for Hardwiring (no plug)
- Certifications: UL for wet locations; DLC

DIMENSIONS

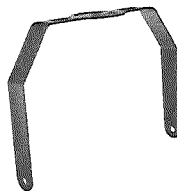
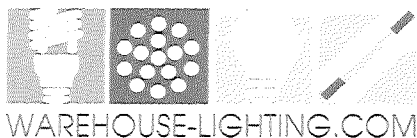
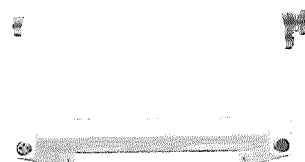
Wattage	Diameter	Height
100	8.90"	5.98"
150	10.83"	5.98"
200	10.83"	5.98"

ACCESSORIES

- Multiple reflector and lens options
- Multiple plug options
- Multiple cord options
- Optional occupancy and daylight sensors
- Adjustable Bracket Mount and Conduit Box Mount - available in Black and White

DLC Premium #

- 100W/4000K: PLLFCAJ2FDN7 ✕ 100W/5000K: PLRH0V6221KU
- 150W/4000K: PLO7XTSPZLQM ○ 150W/5000K: PLX6Z69KQC8H
- 200W/4000K: PLU1LZEF9GK8 ○ 200W/5000K: PLWODOPHBKLE

Adjustable Bracket Mount**Conduit Box Mount**

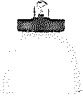
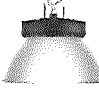
Warehouse-Lighting.com
2750 South 163rd Street
New Berlin, WI 53151

Toll Free 888.454.4480**Fax 414.525.9028****Info@Warehouse-****Packet Pg. 273**

Attachment: RNS ELECTRIC BID (2117 : Resolution No. 74 - 19/20 Awarding Contract to RNS for Replacement Lighting)



LED UFO HIGH BAY – ARIES					
Brand	Series	Power	CCT	Options	FINISH
WL-	IUFO-	100W- 150W- 200W-	40K- = 4000K 50K- = 5000K	DM010- = 0-10V Dimming DM010-BT-AL-60D-120VP- = 3' 120V Cord & Straight Blade Plug DM010-BT-AL-60D-120VP-INS- = 120V Cord & Straight Blade Plug (installed) DM010-BT-AL-60D-277VP- = 3' 227V Cord & Twist Lock Plug DM010-BT-AL-60D-277VP-INS- = 227V Cord & Twist Lock Plug (Installed)	BK = Black WH = White

REFLECTOR AND LENS OPTIONS	
	-BT-PC-70D = 70° Acrylic Reflector
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	-VCR16 = Vizual Comfort Frosted Reflector (USA)
	-VCKIT = Premium Vizual Comfort Reflector with Vizual Comfort Ribbed Drop Lens & Clamp Band (USA)

Project Name: Pekin Street Department

Part Number: WTZ8-96WLED-UNIV-50-RAFL

Type: EMS LED

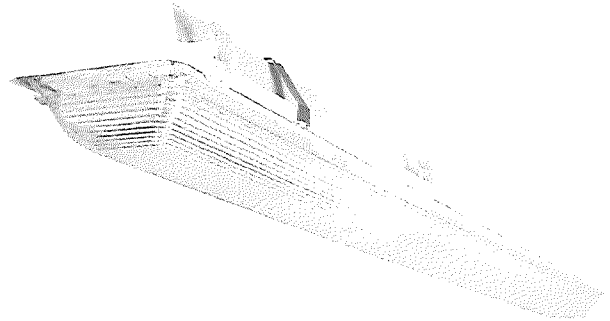
WTZ AMAZON

WET LOCATION

407-478-3759
www.ilp-inc.com

FEATURES

- Impact resistant, Ribbed Acrylic Frosted (RAFL std.), Smooth Polycarbonate Frosted (SPFL), Smooth Polycarbonate Clear (SPCL) lens options
- Continuous poured, closed cell polyurethane gasket
- Stainless steel mounting brackets for drill free mounting (std.)
- Polycarbonate latches (std.), Stainless Steel (SS) optional
- Tamper Proof Screws (TPS) optional
- 0-10V Dimmable Driver
 - WTZ - 18W / 25W / 28W / 48W, WTZ8 - 50W / 56W / 80W / 96W (100% - 5%)
 - WTZ - 40W, WTZ8 - 36W (100% - 10%)
- 120V-277V Universal Voltage
- 3000K - 5000K Color Temperatures
- 5 Year Warranty
- ETL Wet Location Listed
- Fiberglass body attributes:
 - IP65, IP66, IP67 (Dust tight, low/high pressure water jets & immerse 1M)
 - NEMA4X, NSF Rated & 5VA Flame Rating
- DesignLights Consortium® Premium Qualified Luminaire



SUITABLE APPLICATIONS

- Parking Garage
- Food Processing & Preparation (SS Latches)
- Pool Areas (SS Latches)
- Car Washes (SS Latches)

LED INFO	18W	25W	28W	40W	48W	36W	50W	56W	80W	96W
Calculated L ₇₀	>100K	>100K	>100K	>100K	>100K	>100K	>100K	>100K	>100K	>100K
Delivered Lumens	2,755 lm	3,986 lm	4,502 lm	5,643 lm	6,676 lm	5,582 lm	7,865 lm	9,122 lm	11,433 lm	13,735 lm
Watts	18 W	27 W	30 W	40 W	49 W	36 W	52 W	60 W	80 W	95 W
Efficacy	153 lm/W	149 lm/W	150 lm/W	141 lm/W	138 lm/W	155 lm/W	151 lm/W	152 lm/W	142 lm/W	144 lm/W
CCT	5000K	5000K	5000K	5000K	5000K	5000K	5000K	5000K	5000K	5000K
CRI	>80	>80	>80	>80	>80	>80	>80	>80	>80	>80
Ambient Range	-4°F-115°F	-4°F-115°F	-4°F-115°F	-40°F-115°F	-40°F-110°F	-40°F-122°F	-40°F-115°F	-40°F-115°F	-40°F-115°F	-40°F-110°F

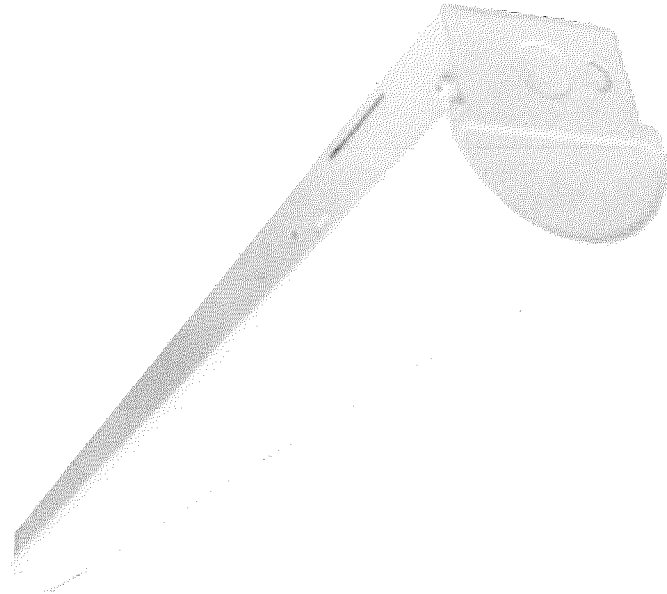
LED System data above based on WTZ18WLED-UNIV-50-RAFL, WTZ25WLED-UNIV-50-RAFL, WTZ28WLED-UNIV-50-RAFL, WTZ40WLED-UNIV-50-RAFL, WTZ48WLED-UNIV-50-RAFL, WTZ36WLED-UNIV-50-RAFL, WTZ8-50WLED-UNIV-50-RAFL, WTZ8-56WLED-UNIV-50-RAFL, & WTZ8-96WLED-UNIV-50-RAFL. LED Lumen maintenance estimates on TM-21 projections for the light source at 25°C ambient.

ORDERING GUIDE:

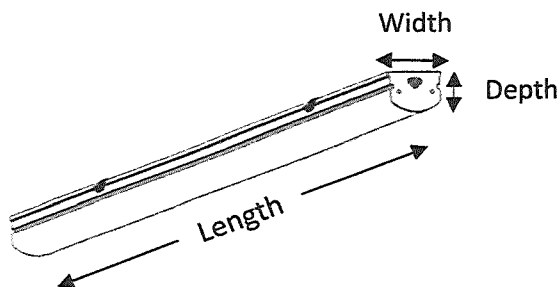
Series	Watts	Driver	Color	Options
☐ WTZ Amazon 4ft	☐ 18WLED ☐ 25WLED ☐ 28WLED ☐ 40WLED ☐ 48WLED	☒ UNIV 120-277V Driver	☒ 50 ☐ 40 ☐ 35 ☐ 30	☒ RAFL Ribbed Acrylic Frosted Lens (std.) ☐ SPFL* Smooth Polycarbonate Frosted Lens ☐ SPCL* Smooth Polycarbonate Clear Lens ☐ CORDWx Wet Location Cord (x = ft) ☐ USBD User Select Bi-level Dim w/ Occ. Sensor ☐ BDxx Preset Bi-level Dim Sensor (xx = % ie. 20, 30) ☐ BDxxPC Preset Bi-level Dim Sensor w/ Photocell ☐ WLOS On/Off Wet Location Sensor Installed ☐ MWS Microwave Sensor Factory Installed ☐ SS Stainless Steel Latches ☐ TPS Tamper Proof Screw ☐ AB/45DEG 45 degree angled surface/wall mount brackets (2/fixture) ☐ HB-XX-LOOP Includes two adjustable cable hangers (xx=inches) ☐ FMB Fixture Mounting Box (2/8ft fixture) ☐ HUB 3/4 CONDUIT 3/4" Conduit Hub for Pendant Mounts (2/8ft fixture) ☐ FI/ILBCP07** Factory Installed 7W LED Battery Backup ☐ FI/ILBCP10** Factory Installed 10W LED Battery Backup ☐ FI/ILBCP12** Factory Installed 12W LED Battery Backup ☐ SD480* 480V Step Down Transformer ☐ SD347* 347V Step Down Transformer ☐ LEDBBCT -4°F Cold Temp Battery Backup
☒ WTZ8 Amazon 8ft	☐ 36WLED ☐ 50WLED ☐ 56WLED ☐ 80WLED ☒ 96WLED			



PROJECT NAME: Pekin Street Department CATALOG NUMBER: STLED65W 8.3.a
NOTES: _____ FIXTURE SCHEDULE: Tool Crib/Storage



Part #	Length	Width	Depth
STLED35W4FDM50K-G2	47.3"	3.3"	3.6"
STLED65W8FDM50K	94.2"	3.3"	3.6"
STLED90W8FDM50K	94.2"	3.3"	3.6"



WARRANTY

- 5 Years

PRODUCT DISCRIPTION

Our Blade fixture size makes it an ideal choice for size restrict architectural applications. Wonderful lighting fixture for washing areas with bright white light. The diffuser is designer gives brighter, and more productive ambiance to your applications.

APPLICATIONS

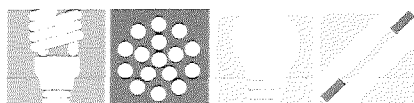
- Commercial
- Industrial
- Retail
- Residential

PERFORMANCE

- Efficacy: >131 LPW
- CCT options: 5000K (3,000K, 3,500K and 4,000K spec order)
- Wattage/Lumens:
 - 35 / 4620
 - ✕ 65 / 8320
 - 90 / 11400
- Hours: 50,000+
- Mounting:
 - ✕ Surface Mounting and
 - Suspended Mounting
- Dimming: 0-10v down to 10%
- Suitable for Damp Location
- Ambient Operating Range: (-20°C to +50°C) (-4°F to 122°F)
- UL and DLC Premium Listed
- DLC #
 - 35W: PLEJ8ZG0REIY
 - ✕ 65W: P15D4UQB
 - 90W: PKD5A1UM

ADDITIONAL OPTIONAL ACCESSORIES

- Emergency Battery Back-up
- 0-10v Dimming
- Motion Sensor



WAREHOUSE-LIGHTING.COM

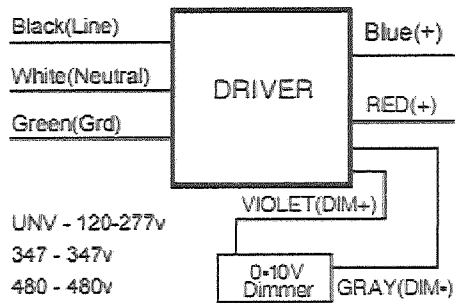
Warehouse-Lighting.com
2750 South 163rd St
New Berlin, WI 53151

Warehouse-Lighting.com
Phone: 888-454-4480
info@warehouse-lighting.com



Blade Strip Lights			
Model #	Wattage	Kelvin	Accessories
STLED	35W-4 ft. 65W-8 ft. 90W-8 ft.	5000K 3000K (Special Order) 3500K (Special Order) 4000K (Special Order)	EM-Emergency Backup MT-Motion Sensor

Wiring Diagram





REQUEST FOR COUNCIL ACTION

Agenda Date: April 13, 2020
To: Council Members
From: Mark Rothert, City Manager

AGENDA ITEM: Resolution No. 75-19 Authorizing CDGB Funds for Small Business Assistance Grants regarding COVID-19

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: The State of Illinois recently released information about its Downstate Stabilization Program (DSP) designed to provide working capital funds to businesses economically impacted by the COVID-19 virus. The State is offering grants (through units of local government) to cover 60 days of verifiable working capital for the business up to \$25,000, whichever is less. This grant program is being funded through federal Community Development Block Grant (CDBG) funds that the State receives. However, it is important to note that the City of Pekin will not be eligible for such funding under this program because Pekin is a direct recipient of federal CDBG funds from the federal government. The DSP is only for those communities in Illinois that do not receive a direct allocation. The City will instead receive its own additional allotment of CDBG funds through the most recent passage of the Coronavirus Aid, Relief and Economic Security (CARES) Act.

To support local Pekin businesses that have been impacted by the COVID-19 pandemic, the attached resolution approves the creation of Small Business Assistance Grant by the City of Pekin of up to \$1 million through its Community Development Block Grant (CDBG) funding. This grant program will be funded through the City's CARES Act CDBG allocation; the regular annual CDBG allocation; and hold over CDBG funding from prior years.

However, the City does not expect to receive its annual CDBG funding or the CARES Act funding prior to May 1, 2020 and will have to rely on an advance from the General Fund to capitalize the grant program. Once CDBG funds are available for reimbursement from the US Department of Housing and Urban Development (HUD), the General Fund shall be reimbursed.

Guidelines for the Small Business Assistance Grant Program are currently being developed. Qualified businesses will have an opportunity to receive up to a \$5,000 grant. The City's goal is to have an online-only application available the week of April 13, 2020. Grants will be available in the program until funding has run out. Grantees will have to adhere to any federal application and grant use guidelines attached to CDBG funding.

The City will notify the public (i.e. via social media, the press, through the Pekin Area Chamber of Commerce, etc), when applications are open.

FINANCIAL IMPACT:

Amount:	Up to \$1,000,000		
Line Item:	FY21 Budget – 261-318-511500	261-319-511500	261-320-511500
Budgeted Amount:	N/A	\$89,915	\$637,008
Remaining Funds:	N/A		\$273,077

IMPACT IF APPROVED: The City of Pekin creates a Small Business Assistance Program

IMPACT IF DENIED: The City of Pekin does not create a Small Business Assistance Program

ALTERNATIVES: N/A

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

5 Year CIP. The Five-Year Capital Improvement Plan reflects all current and future capital improvement needs of the City of Pekin. The Plan is designed to be updated annually by staff and submitted to the Council for review and approval prior to the annual budget process.

Enhance Code Enforcement Services. The Council understands the importance of a strong Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.

Business Friendly Community. The Council strives to bring new businesses to Pekin while helping to maintain and expand all existing businesses. It is therefore essential to work cooperatively to make Pekin a “Business-Friendly” Community.

Efficient and Effective Municipal Operations. A fundamental responsibility of elected officials, City Staff and Employees is the exercise of good stewardship over public funds. Therefore, it is important that municipal services be delivered with maximum efficiency and effectiveness.

Employee Residency. It is the goal of the Council to develop a policy that encourages more full-time non-union employees who participate in a City funded pension program to reside within the city limits of Pekin.

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

4/10/2020

Mark A. Rothert

Mark A. Rothert, City Manager

4/10/2020

Date:

WHEREAS, the City of Pekin is a home rule municipality as described in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, the City of Pekin, as a home rule municipality, may exercise power and perform any function pertaining to its government and affairs, including, but not limited to, the power to legislate for the protection of the public health, safety, and welfare; and

WHEREAS, in response to the COVID-19 pandemic, the Illinois Department of Commerce and Economic Opportunity “IDCEO” has repurposed Community Development Block Grant (“CDBG”) allocations to provide grant assistance to small businesses within downstate Illinois impacted by the COVID-19 pandemic; and

WHEREAS, small businesses located in a municipality that is designated by the US Department of Housing and Urban Development (“HUD”) as a “direct entitlement community” are not eligible for grants from IDCEO pursuant to this program; and

WHEREAS, the City of Pekin, as a HUD direct entitlement community, is not eligible for grants from IDCEO pursuant to this program; and

WHEREAS, as a direct entitlement community, the City receives its own allocation of CDBG funds to use for approved purposes within the City; and

WHEREAS, the City Council of the City of Pekin desires to allocate \$1,000,000 in CDBG funds to provide assistance for small businesses, as well as to pursue other opportunities through HUD or other federal and state programs to assist small businesses impacted by COVID-19 closures; and

WHEREAS, the City desires to make such funds available to eligible small businesses as of May 1, 2020; and

WHEREAS, the City currently has \$100,000 in CDBG entitlement funds paid to the City by HUD during the current fiscal year (the “2020 CDBG Funds”) that can be rolled over into the next fiscal year; and

WHEREAS, the City anticipates receipt of a minimum of \$100,000 in CDBG funds to be paid to the City by HUD in fiscal year 2021 (the “2021 CDBG Funds”); and

WHEREAS, the City is eligible for an expects to receive and additional \$250,000 in CDBG funds from the Federal CARES Act stimulus bill (“CARES Funds”); and

WHEREAS, the City does not expect to receive the 2021 CDBG Funds or the CARES Funds prior to May 1, 2020; and

WHEREAS, the City has sufficient funds in its General Fund to advance the payment of CDBG funds to small businesses on May 1st as provided herein; and

WHEREAS, the City Council finds it is in the best interest of the residents of the City to allocate \$1,000,000 in CDBG funds to providing assistance for small businesses impacted by the COVID-19 pandemic, and to advance the payment of such assistance from the General Fund, to be repaid from funds received from HUD in Fiscal Year 2021.

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

Section 1. The findings and recitations set forth above are adopted and found to be true and correct.

Section 2. The City shall allocate \$1,000,000.00 from its CDBG entitlement, consisting of prior year CDBG Funds, fiscal year 2021 CDBG Funds, and CARES Funds to providing assistance for small businesses located within the City that have been negatively impacted by the COVID-19 pandemic, pursuant to such parameters and guidelines as may be issued by HUD or deemed necessary and appropriate by the City Manager and the City CDBG Coordinator.

Section 3. The City shall advance \$900,000 from its General Fund to provide assistance to small businesses as provided herein, which shall be repaid from prior years' CDBG Funds, fiscal year 2021 CDBG Funds and CARES Funds received from HUD in Fiscal Year 2021.

Section 4. City staff are directed to pursue all other available grant and funding opportunities from State and federal sources for the purpose of assisting small businesses located within the City that have been negatively impacted by the COVID-19 pandemic.

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of _____, 20_____.

MAYOR

ATTEST:

CITY CLERK



REQUEST FOR COUNCIL ACTION

Agenda Date: April 13, 2020
To: Council Members
From: Mark Rothert, City Manager

AGENDA ITEM: Resolution No. 86-19/20 Short-term Loan to Reditus Laboratories, LLC

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: Reditus Laboratories, LLC (“Reditus”), has commenced operations as a licensed testing site for COVID-19 at its laboratory located 1805 Riverway Dr. in Pekin. Based on an increased demand for testing by the state and hospitals in the region, Reditus is in immediate need of additional equipment to increase its testing capacity.

Traditional financing options are insufficient to provide the necessary funds in an expedient manner due to an overwhelming demand for financing at this time. Reditus has therefore approached the City to make a short-term loan of \$100,000.00 in order to purchase the necessary equipment to expand testing capacity in the facility.

The term on the loan is 180 days at an interest rate of 4% and secured by a personal guarantee of Reditus’s CEO, Dr. Aaron Rossi.

Expanding testing capacity in the City of Pekin serves the public interest in responding to the COVID-19 pandemic. Staff recommends approval.

FINANCIAL IMPACT:

Amount: \$100,000
 Line Item: N/A – Source is the Fund Balance of the General Fund
 Budgeted Amount: N/A
 Remaining Funds: N/A

IMPACT IF APPROVED: City makes a loan to Reditus to increase COVID-19 testing

IMPACT IF DENIED: City does not make a loan to Reditus to increase COVID-19 testing

ALTERNATIVES: N/A

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

5 Year CIP. The Five-Year Capital Improvement Plan reflects all current and future capital improvement needs of the City of Pekin. The Plan is designed to be updated annually by staff and submitted to the Council for review and approval prior to the annual budget process.

Enhance Code Enforcement Services. The Council understands the importance of a strong Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.

Business Friendly Community. The Council strives to bring new businesses to Pekin while helping to maintain and expand all existing businesses. It is therefore essential to work cooperatively to make Pekin a “Business-Friendly” Community.

Efficient and Effective Municipal Operations. A fundamental responsibility of elected officials, City Staff and Employees is the exercise of good stewardship over public funds. Therefore, it is important that municipal services be delivered with maximum efficiency and effectiveness.

Employee Residency. It is the goal of the Council to develop a policy that encourages more full-time non-union employees who participate in a City funded pension program to reside within the city limits of Pekin.

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

4/10/2020

Mark A. Rothert

Mark A. Rothert, City Manager

4/10/2020

Date:

WHEREAS, the City of Pekin is a home rule municipality as described in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, the City of Pekin, as a home rule municipality, may exercise power and perform any function pertaining to its government and affairs, including, but not limited to, the power to legislate for the protection of the public health, safety, and welfare; and

WHEREAS, Reditus Laboratories, LLC (“Reditus”), has commenced operations as a licensed testing site for COVID-19 at its laboratory located 1805 Riverway Dr. in Pekin; and

WHEREAS, Reditus is in immediate need of additional equipment to increase its testing capacity in order to process a higher volume of tests to meet the demand of the state and regional hospitals; and

WHEREAS, traditional financing options are insufficient to provide the necessary funds in an expedient manner due to an overwhelming demand for financing at this time; and

WHEREAS, the City desires to make a short-term loan of \$100,000.00 to Reditus in order to purchase the necessary equipment to expand testing capacity in the City of Pekin and surrounding area; and

WHEREAS, expanding testing capacity in the City of Pekin serves the public interest in responding to the COVID-19 pandemic; and

WHEREAS, the City Council finds it is in the best interest of health and welfare of the City, its residents, and the community at large to lend Reditus the sum of \$100,000, in accordance with the terms and conditions set forth on the Loan Agreement and Promissory Note attached hereto as **Exhibit A**, for the purpose of increasing the availability of COVID-19 testing in the City.

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

Section 1. The findings and recitations set forth above are adopted and found to be true and correct.

Section 2. The Mayor is authorized and directed to negotiate and execute, and the City Clerk is directed to attest, the Loan Agreement in substantially the form attached as Exhibit A, with such changes as the Mayor deems necessary and appropriate.

Section 3. The Finance Director is authorized and directed to disburse funds, not to exceed \$100,000, from the City’s General Fund to Reditus Laboratories, LLC, in accordance with the terms and conditions of the executed Loan Agreement.

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of _____, 20____.

MAYOR

ATTEST:

CITY CLERK

LOAN AGREEMENT

**CITY OF PEKIN &
REDITUS LABORATORIES, LLC**

THIS AGREEMENT is entered into this _____ day of April, 2020, by the **CITY OF PEKIN** ("City"), an Illinois municipal corporation, and **REDITUS LABORATORIES, LLC**, an Illinois limited liability company ("Borrower").

RECITALS

WHEREAS, Reditus Laboratories, LLC ("Reditus") operates a laboratory facility at 1805 Riverway Drive, located in the City's Riverway Business Park; and

WHEREAS, Reditus has commenced operations as a licensed testing site for COVID-19 at its laboratory facility (the "Laboratory"); and

WHEREAS, Reditus is in immediate need of additional equipment to increase its testing capacity in order to process a higher volume of tests to meet the demand of area hospitals; and

WHEREAS, traditional financing options are insufficient to provide the necessary funds in an expedient manner due to an overwhelming demand for financing at this time; and

WHEREAS, Reditus has requested a short-term loan from the City in order to finance the purchase of the necessary testing equipment; and

WHEREAS, expanding testing capacity in the City of Pekin serves the public interest in responding to the COVID-19 pandemic; and

WHEREAS, the City Council of the City of Pekin has approved a short-term loan of \$100,000.00 to Reditus pursuant to the terms and conditions set forth in this Agreement.

AGREEMENTS

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

A. PRELIMINARY STATEMENTS

The parties agree that the matters set forth in the recitals above are true and correct and form a part of this Agreement and are to be construed as binding statements of this Agreement.

Each of the Parties represents that it has taken all actions necessary to authorize its representatives to execute this Agreement.

B. OBLIGATIONS OF THE PARTIES

1. **Loan Amount.** The City shall lend to Borrower the principal amount of \$100,000.00 (the "Loan"). The Loan amount shall bear interest at a rate of 4% per annum, and be repaid in six (6) monthly installments, as more particularly set forth on the Promissory Note executed by Borrower contemporaneously herewith.

2. **Loan Purpose.** Borrower shall use proceeds of the Loan for the purpose of purchasing equipment for conducting COVID-19 testing at the Laboratory, and for no other purpose.

3. **Term.** This Agreement shall take effect as of April ____, 2020, and shall continue until the loan is repaid in accordance with the Promissory Note.

4. **Loan Documents.** The Borrower shall provide the following documentation to the City, and such documents shall constitute part of this Agreement and are incorporated herein (the "Loan Documents"):

- a. The Promissory Note;
- b. A Personal Guaranty executed by Dr. Aaron Rossi guaranteeing Borrower's performance of all obligations under this Agreement.

5. **Representations and Warranties.** Borrower represents and warrants to the City, as of the date of this Agreement and continuing through the term thereof:

a. Borrower is a limited liability company which is, and at all times during the term of this Agreement shall be, validly existing and in good standing under the laws of the State of Illinois.

b. Borrower's execution of the Loan Documents has been duly authorized by all necessary action by Borrower and does not conflict with, result in a violation of, or constitute a default under (1) any provision of Borrower's articles of organization; (2) any agreement or other instrument binding upon Borrower; or (3) any loan, governmental regulation, court decree, or order applicable to Borrower.

c. Borrower has all necessary State and federal permits and certifications to conduct testing for the novel coronavirus and COVID-19 at the Laboratory and conducts such tests in accordance with applicable State and federal laws.

d. Borrower is currently conducting, and will continue conducting, tests for the novel coronavirus and COVID-19 at the Laboratory.

6. **Indemnity.** Borrower shall protect, indemnify, save and keep harmless the City and the City's officers, agents, servants and employees against and from all damages, suits, liability, claims, loss, cost, or expense (including court costs and reasonable attorneys' fees) arising out of or from any work performed at the Laboratory.

The aforesaid indemnity shall include, without limitation, any damages, suits, liability, claims, loss, cost or expense (including court cost and reasonable attorneys' fees) arising from any alleged violation of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.*, and/or any similar statute, rule or regulation relating to the hiring and payment of laborers.

7. **Default.** Each of the following shall constitute an Event of Default under this Agreement:

- a. Borrower fails to make any payment when due under the Loan.
- b. Borrower fails to comply with or perform any other term, obligation, covenant, or condition contained in this Agreement or in any of the Loan Documents.
- c. Any warranty, representation, or statement made or furnished to the City by Borrower or on Borrower's behalf under this Agreement or any of the other Loan Documents is false or misleading in any material respect, either now or at the time made or furnished, or becomes false or misleading at any time thereafter.
- d. The dissolution or termination of Borrower's existence as a going business or the death of any member; the appointment of a receiver for any part of Borrower's property; any assignment for the benefit of creditors; any time of creditor workout; or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.
- e. Any of the preceding events occurs with respect to the Guarantor, or the Guarantor dies or becomes incompetent.
- f. A material and adverse change occurs in Borrower's financial condition, or the City believes the prospect of payment or performance of the Loan is impaired.

8. **Effect of an Event of Default.** Upon the occurrence of an Event of Default, at the City's option, all indebtedness will immediately become due and payable. In addition, the City shall have all the rights and remedies provided in the Loan Documents or available at law, in equity, or otherwise. The City's rights and remedies shall be cumulative and may be exercised singularly or concurrently. Election by the City to pursue any remedy shall not preclude pursuit of any other remedy.

9. **Pursuit of Funding Opportunities.** Borrower shall pursue all opportunities for federal and State funding related to the COVID-19 pandemic. In the event funding becomes available to reimburse Borrower for purchases made with the Loan proceeds, Borrower shall use all reasonable effort to obtain such funding, and shall apply any funds received to the balance of this Loan.

C. MISCELLANEOUS PROVISIONS

1. **Amendments.** This Agreement and the other Loan Documents constitute the entire understanding and agreement of the parties as to the matters set forth herein, and there are no agreements, understandings, restrictions, warranties or representations between the parties other than those set forth herein. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the parties.

2. **Attorneys' Fees.** Borrower shall pay upon demand all of the City's costs and expenses, including attorneys' fees and legal expenses, incurred by the City in connection with the enforcement of this Agreement.

3. **Headings.** Section headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

4. **Governing Law.** This Agreement shall be governed by the laws of the State of Illinois, and any lawsuit brought by any party pursuant to the Loan Documents shall be brought in the circuit court of Tazewell County.

5. **No Waiver.** The City shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by the City. No delay or omission on the part of the City in exercising any right shall operate as a waiver of such right or any other right. A waiver by the City of a provision of this Agreement shall not prejudice or constitute a waiver of the City's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by the City, nor any course of dealing between the City and Borrower, or between the City and any Guarantor, shall constitute a waiver of any of the City's rights or of any of Borrower's or any Guarantor's obligations hereunder.

6. **Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

SIGNATURES ON THE FOLLOWING PAGE

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

CITY OF PEKIN, ILLINOIS

ATTEST:

By: _____
Mayor

City Clerk

BORROWER:

REDITUS LABORATORIES, LLC

By: _____
Its: _____

PROMISSORY NOTE

\$100,000

Pekin, Illinois

April __, 2020

FOR VALUE RECEIVED, Reditus Laboratories, LLC, an Illinois limited liability company, ("Maker") promises to pay the City of Pekin, Illinois, an Illinois municipal corporation (the "Note Holder"), on order, the principal sum of One Hundred Thousand and no/100 Dollars (\$100,000.00), plus interest in the amount of 4% per annum ("Loan"). Principal and interest shall be payable at Pekin City Hall, 101 S. Capitol Street, Pekin, Illinois 61554, or such other place as the Note Holder may designate. The Loan shall be repaid in six (6) installments of sixteen thousand eight hundred sixty-one dollars and sixty-five cents (\$16,861.65), commencing **May 1, 2020**, with subsequent installments due on the 1st day of each month thereafter, until the Loan is paid in full.

If any installment under this Note is not paid when due and remains unpaid after a date specified by a notice to Maker, the entire principal amount outstanding, together with interest at the rate of 4% per annum, shall at once become due and payable at the option of the Note Holder. The date specified shall not be less than ten (10) days from the date such notice is mailed. The Note Holder may exercise this option to accelerate during any default by Maker, regardless of any prior forbearance.

Maker may prepay the principal amount outstanding in whole or in part at any time, without penalty. Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent installments or change the amount of such installments, unless the Note Holder shall otherwise agree in writing.

Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors, and endorsers. The Note shall be the joint and several obligation of all makers, sureties, guarantors, and endorsers, and shall be binding upon them and their successors and assigns.

Any notice to Maker provided for in this Note shall be given by mailing such notice by certified mail, return receipt requested, postage prepaid, addressed to Maker at the address stated below, or to such other address as Maker may designate by notice to the Note Holder.

Any notice to the Note Holder shall be given by mailing such notice by certified mail, return receipt requested, postage prepaid, addressed to the Note Holder at the address stated in the first paragraph of this Note, or at such other address as may have been designated by notice to Maker.

In the event that the Note Holder should find it necessary to retain an attorney for the enforcement of any of the provisions hereunder, the Maker shall pay to the Note Holder all reasonable attorney's fees and court costs incurred by the Note Holder, whether said attorney's fees are incurred for the purpose of negotiations, trial, appellate, or other legal services.

In the event the Maker transfers any right, title, or interest in and to its business, or closes the Laboratory for more than ten (10) consecutive days other than for force majeure reasons then, at the option of the Note Holder, the entire unpaid balance of the indebtedness shall, at once and upon written demand to the Maker, become due and payable.

MAKER:

REDITUS LABORATORIES, LLC,
an Illinois limited liability company

By: _____

Name: Dr. Aaron Rossi

Its Member

Address:

1805 Riverway Drive

Pekin, IL 61554

GUARANTY

This Guaranty is made, executed and delivered by Dr. Aaron Rossi ("Guarantor"), an adult resident of the State of Illinois to and for the benefit of the City of Pekin, Illinois, an Illinois municipal corporation ("Note Holder").

WHEREAS, Note Holder has agreed to lend money to Reditus Laboratories, LLC ("Maker"), pursuant to that certain Loan Agreement dated April ___, 2020 (the "Loan Agreement"), wherein Maker is Borrower and the Note Holder is Lender. Said amounts are defined in the Loan Agreement and are owed to Note Holder pursuant to that certain Promissory Note dated contemporaneously herewith and executed by Maker (the "Note"); and

WHEREAS, Guarantor is the manager of Maker; and

WHEREAS, Note Holder, as a condition to accepting the Note, is requiring that Guarantor execute and deliver this Guaranty in favor of Note Holder; and

WHEREAS, it is to the Guarantor's direct interest and financial advantage to have Note Holder accept the Note; and

WHEREAS, Note Holder and Guarantor acknowledge that no entity, or individual, outside of the named Guarantor, is subject to the obligations set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby specifically acknowledged by the Guarantor, and in consideration of the agreement of Note Holder to accept the Note, the Guarantor does hereby:

1. Guarantee unconditionally and irrevocably, (1) the full, prompt and complete payment of all amounts now or hereafter due and owing to the Note Holder and any and all other amounts which may now or hereafter become due and owing to the Note Holder pursuant to the Note; and (2) the full, prompt, and complete performance of all obligations of Maker pursuant to the Loan Agreement .

2. Guarantor hereby acknowledges and agrees that: (a) he has received a copy of the Note and the Loan Agreement prior to his execution of this Guaranty; (b) this Guaranty shall be a continuing, absolute, joint and several obligation of the Guarantor; (c) the Note Holder may commence a legal action against the Guarantor pursuant to this Guaranty without first proceeding against the Maker, or exercising any of the rights or remedies granted to the Note Holder under the terms and provisions of the Note; (d) the failure of the Note Holder to enforce any of the terms or provisions of the Note shall not release Guarantor from any liability under this Guaranty.

3. Any notice which may be required to be sent to Guarantor pursuant to this Guaranty, shall be deemed appropriately sent if addressed to Guarantor at the address set forth below Guarantor's signature below, and forwarded to Guarantor by registered or certified mail, return receipt requested, sufficient postage prepaid, or to such other address as Guarantor may designate by written notice to the Note Holder. Any notice which may be required to be sent to the Note Holder shall be sent in the same manner.

4. The Note Holder may at any time and from time to time, without the consent of, or notice to, Guarantor without incurring responsibility to the Guarantor, and without impairing or releasing the obligations of Guarantor do one or more of the following: (1) exercise or refrain from exercising any rights against the Maker or others (including Guarantor) or otherwise act or refrain from acting; (2) settle or compromise any of the liabilities of the Maker to the Note Holder hereby guaranteed or any security therefor, or any debt, liability, or obligation (including any of those hereunder) incurred directly or indirectly in respect thereof or hereof, and the Note Holder may subordinate the payment of all or any part of the liabilities of the Maker to the payment of any debt, liability, or obligation (whether due or not) to any other creditors.

5. Guarantor agrees that the Note Holder shall not be required to resort first to the Maker, or other persons or corporations, their properties or estates, whether by lawsuit or otherwise, before enforcing this Guaranty.

6. This Guaranty is a continuing one and all of the liabilities of the Maker to the Note Holder to which it applies, or may apply, under the terms hereof shall be conclusively presumed to have been created in reliance hereon.

7. No delay on the part of the Note Holder in exercising any of its options, powers or rights, or partial or single exercise thereof, shall constitute a waiver thereof. No waiver of any of its rights hereunder, and no modification or amendment of this Guaranty shall be deemed to be made by the Note Holder unless the same shall be in writing, duly signed on behalf of the Note Holder, and each such waiver, if any, shall apply only with respect to the specific instance involved, and shall in no way impair the rights of the Note Holder of the obligations of the undersigned in any other respect at any other time.

8. This Guaranty and the rights and obligations of the Note Holder and of the Guarantor shall be governed and construed in accordance with the laws of the State of Illinois; and this Guaranty is binding upon the Guarantor, and his executors, administrators, successors, and assigns, and shall inure to the benefit of the Note Holder, and its successors or assigns.

9. If any of the provisions of this Guaranty shall contravene or be held invalid under the laws of the applicable jurisdiction, this Guaranty shall be construed as if not containing those provisions and the rights and obligations of the parties shall be construed and enforced accordingly.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the _____ day of April, 2020.

GUARANTOR:

Dr. Aaron Rossi



REQUEST FOR COUNCIL ACTION

Agenda Date: April 13, 2020
To: Council Members
From: Josie Esker, Assistant City Engineer

AGENDA ITEM: Resolution No. 77-19/20 Approving Professional Agreement with Hanson Prof. Services Re Right of Way

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: This agreement is for assistance from Hanson Professional Services (Hanson) to negotiate the purchase of right of way (ROW) needed for the Allentown Roadway improvements. The City staff has tried to purchase the necessary property needed for the past several years. With the recent reduction in City engineering staff, staff does not have the time or expertise in land acquisition to quickly obtain the necessary property. Hanson has the dedicated expert staff with the purchasing of ROW that will assist the City with this project. The City received Highway Safety Improvement Program (HSIP) funding in 2014 to improve the curve on Allentown to make it a safer roadway. While the funds the City received for this project do not expire, the City needs to advance this project to construction. However due to stalled negotiations, locating owners, and other City priorities, City staff has not been able to complete the purchase of ROW needed for this project. At this time and projecting into the near future, the City staff will not have the necessary personnel or time to complete the purchase of the right of way and would recommended approving this agreement.

If the Council wishes not to approve this agreement, it is recommended to cancel this project and forfeit the funding the City received for this project. This would include refunding Illinois Department of Transportation the portion of the grant that has been given thus far, \$31,553.96 for engineering services. The City risks future grant opportunities if this project is not completed soon. It would be preferable to cancel the project rather than delay the project further.

FINANCIAL IMPACT: This agreement is for an amount not to exceed of \$8,500.

Requested Amount: \$8,500
 Line Item: 445-041-561200
 Budgeted Amount: \$200,000
 Remaining Funds: \$197,860

IMPACT IF APPROVED: The agreement will be approved and Hanson will assist the City with negotiating the purchase of the ROW needed for the Allentown Road Project. The purchase of the ROW will allow the project to advance to the construction phase.

IMPACT IF DENIED: The agreement will not be approved and City will forfeit the Highway Safety Improvement Program (HSIP) funding the City received. This will require the City to refund IDOT the \$31,553.96 it received for the design of the project.

ALTERNATIVES: Seek the assistance from another firm.

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

X	5 Year CIP. The Five-Year Capital Improvement Plan reflects all current and future capital improvement needs of the City of Pekin. The Plan is designed to be updated annually by staff and submitted to the Council for review and approval prior to the annual budget process.
	Enhance Code Enforcement Services. The Council understands the importance of a strong Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.
	Business Friendly Community. The Council strives to bring new businesses to Pekin while helping to maintain and expand all existing businesses. It is therefore essential to work cooperatively to make Pekin a "Business-Friendly" Community.

	Efficient and Effective Municipal Operations. A fundamental responsibility of elected officials, City Staff and Employees is the exercise of good stewardship over public funds. Therefore, it is important that municipal services be delivered with maximum efficiency and effectiveness
	Police & Fire Pension Obligation. To meet the 90% funding level by the year 2040 it is essential the City plan carefully and maintain financial discipline to meet its \$63 million dollar obligation.
	Employee Residency. It is the goal of the Council to develop a policy that encourages more full-time non-union employees who participate in a City funded pension program to reside within the city limits of Pekin.

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

4/10/2020

Date:

WHEREAS, the City of Pekin is a home rule municipality as described in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, the City of Pekin, as a home rule municipality, may exercise power and perform any function pertaining to its government and affairs, including, but not limited to, the power to legislate for the protection of the public health, safety, and welfare; and

WHEREAS, the City needs to purchase additional right-of-way for the ongoing Allentown Road improvement project; and

WHEREAS, the City desires to enter into an agreement with Hanson Professional Services, Inc., ("Hanson") to assist the City in negotiating the purchase of such right-of-way necessary to complete the Allentown Road improvement project.

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

Section 1. The findings and recitations set forth above are adopted and found to be true and correct.

Section 2. The Mayor and/or the City Manager are authorized and directed to enter into a Professional Services Agreement with Hanson in substantially the form attached hereto as Exhibit A, with such revisions or modifications as the Mayor and/or the City Manager deem necessary and appropriate.

Section 3. The City Clerk is directed to attest to the execution of the Agreement as negotiated and approved by the Mayor or City Manager.

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of _____, 20____.

MAYOR

ATTEST:

CITY CLERK

**Hanson Professional Services Inc.
PSA C- 20L0054**

THIS PROFESSIONAL SERVICES AGREEMENT (PSA) is made this 23rd day of March, 2020, between City of Pekin, subsequently referred to as "Client," and Hanson Professional Services Inc., subsequently referred to as "Hanson."

By joining in this PSA, Client retains Hanson to provide professional services in connection with the Allentown Road Realignment , subsequently referred to as "Project."

By this PSA, the scope of Hanson's services on Project is limited to that described in Attachment A.

The attached General Conditions (C/S Rev. 7) are incorporated into and made a part of this PSA.

Client agrees to compensate Hanson for providing the above services in the manner described in Attachment B.

Client and Hanson hereby agree to and accept the terms and conditions stated above, including terms and conditions stated in the attached General Conditions, the receipt of which is acknowledged.

Hanson Professional Services Inc.

Client

By: _____

By: _____

Title: Vice President

Title: _____

Date: March 11, 2020

Date: _____

Attachment A – Scope of Services

PSA C- 20L0054

Effective Date: 3/23/2020

Project Description:

The City of Pekin plans to re-align part of Allentown Road. Additional right-of-way and temporary construction easements are required for the project.

Services:

The Scope of Services to be provided is limited to the following:

- A. Land Acquisition - Provide negotiation services for five (5) parcels.
 - 1. Review paperwork previously prepared by the city
 - i. Parcel plats & legal descriptions
 - ii. Offer and conveyance documents
 - 2. Request Updated title work from First Community Title
 - 3. Negotiation Services:
 - i. Hanson will initiate negotiations upon the Client's notification to proceed.
 - ii. Services will include the preview and update of offer documents and conveyance documents appropriate for the nature of property ownership. This effort will include an attempt to present the offer package in person to the property owner, if the property owner or their representatives is located near the project site, and a minimum of three personal contacts per parcel, if required, to reach a negotiated settlement.
 - iii. In the event that settlement is reached, Hanson's negotiation efforts will be considered complete when the conveyance documents are delivered to the Client for approval and payment. In the event that settlement is not reached, Consultant's negotiation effort will be considered complete when each parcel is referred to the Client for condemnation after attempts to negotiate the acquisition have failed and 120 days for the offer date have expired.
 - 4. Complete parcel and project compliance for IDOT certification
 - 5. Assumptions:
 - i. Taylor will donate the updated temporary easement
- B. Project management
 - 1. Financial and schedule control
 - 2. Client coordination

Attachment B – Charges for Services

PSA C- 20L0054

Effective Date: 3/23/2020

Basis of Charges:

Charges for professional services performed by our firm for all services listed in the Scope of Services will be made on the basis of Hanson's direct labor costs times a factor of 3.0, plus reimbursable project expenses. Billings will be issued at least monthly, and will be based upon total services completed and expenses incurred at the time of the billing.

Cost of Services:

The total cost to accomplish the Scope of Services for this project will be \$8,500. Hanson agrees not to exceed \$8,500 without prior notification to the Client.

Attachment: Agreement-Allentown_ROW-20200311 (2118 : Resolution No. 77-19/20 Approving Professional Agreement with Hanson Prof.

General Conditions

Hanson Agreement: C20L0054

Agreement Date: March 23, 2020

Project Name: Allentown Road ROW

1. Invoices: Charges for services will be billed at least as frequently as monthly, and at the completion of the Project. CLIENT shall compensate HANSON for any sales or value added taxes which apply to the services rendered under this agreement or any addendum thereto. CLIENT shall reimburse HANSON for the amount of such taxes in addition to the compensation due for services. Payment of invoices shall not be subject to any discounts or set-offs by the CLIENT unless agreed to in writing by HANSON. Invoices are delinquent if payment has not been received within 30 days from date of invoice. There will be an additional charge of 1 1/2 percent per month compounded on amounts outstanding more than 30 days. All time spent and expenses incurred (including attorney's fees) in connection with collection of any delinquent amount will be paid by CLIENT to HANSON per HANSON's current fee schedules.

2. Termination: This Agreement may be terminated by either party upon written notice. Any termination shall only be for good cause such as legal, unavailability of adequate financing or major changes in the scope of services. In the event of any termination, HANSON will be paid for all services and expenses rendered to the date of termination on a basis of payroll cost times a multiplier of 3.0 (if not previously provided for) plus reimbursable expenses, plus reasonable termination expenses, including the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

3. Reuse of Documents: All documents including reports, drawings, specifications, and electronic media furnished by HANSON pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of this project, or on any other project. Any reuse without specific written verification or adaptation by HANSON will be at CLIENT's sole risk, and without liability to HANSON, and CLIENT shall indemnify and hold harmless HANSON from all claims, damages, losses

and expenses including court costs and attorney's fees arising out of or resulting there from. Any such verification or adaptation will entitle HANSON to further compensation at rates to be agreed upon by CLIENT and HANSON.

4. Standard of Care: Services performed by HANSON 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. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party. Hanson is not acting as a municipal advisor to CLIENT as defined by the Securities and Exchange Commission.

5. General Liability Insurance and Limitation: HANSON is covered by general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with limits which HANSON considers reasonable. Certificates of insurance shall be provided to CLIENT upon request in writing. HANSON shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. HANSON shall not be responsible for any loss, damage or liability arising from any act or omission by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which HANSON has no supervision or control.

6. Suspension of Services: If CLIENT fails to make payments when due or otherwise is in breach of this Agreement, HANSON may suspend performance of services upon five (5) calendar days' notice to CLIENT. HANSON shall have no liability whatsoever to CLIENT, and CLIENT agrees to make no claim for any delay or damage as a result of such suspension.

7. Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest

extent permitted by law, neither CLIENT nor HANSON, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to this Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict and implied warranty. Both CLIENT and HANSON shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project.

8. Contingency Fund: The Client and Hanson acknowledge that changes may be required during construction because of possible omissions, ambiguities or inconsistencies in the plans and specifications and, therefore, that the costs of the project may exceed the construction contract sum. The Client agrees to set aside a reserve in the amount of Five Percent (5%) of the actual project construction costs as a contingency reserve to be used, as required, to pay for any such increased project costs. The Client further agrees to make no claim by way of direct or third-party action against Hanson or sub-contractors and subconsultants with respect to any payments within the limit of the contingency reserve made to the construction contractors because of such changes or because of any claims made by the construction contractors relating to such changes.

9. Additional Limitation: In recognition of the relative risks and benefits of the Project to both the CLIENT and HANSON, the risks have been allocated such that the CLIENT agrees that for the compensation herein provided HANSON cannot expose itself to damages disproportionate to the nature and scope of HANSON's services or the compensation payable to it hereunder. Therefore, the CLIENT agrees to limit its remedies against HANSON arising from HANSON's professional acts, errors or omissions, in any action based on strict liability, breach of contract, negligence or any other cause of action, such that the total aggregate amount of the CLIENT's damages shall not exceed \$50,000 or HANSON's total net fee for services rendered on the Project, whichever is greater. This limitation pertains to HANSON and to its subcontractors and subconsultants, and applies as a single aggregate amount to all work performed under the Agreement,

including all work performed under an amendment or modification. If CLIENT desires a limit greater than that provided above, CLIENT and HANSON shall include in this Agreement the amount of such limit and the additional compensation to be paid to HANSON for assumption of such additional risk. CLIENT must notify HANSON in writing, before HANSON commences any services, of CLIENT's intention to negotiate a greater limitation of remedies against Hanson and its associated impact on services, schedules, and compensation. Absent CLIENT's written notification to the contrary, HANSON will proceed on the basis that the total remedies against HANSON is limited as set forth above.

10. Personal Liability: It is intended by the parties to this Agreement that HANSON's services in connection with the Project shall not subject HANSON's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against HANSON, a Delaware corporation, and not against any of HANSON's individual employees, officers or directors.

11. Assignment: Neither party to this Agreement shall transfer, sublet, or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may become due, without the written consent of the other party. Subcontracting to subconsultants, normally contemplated by HANSON as generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

12. Statutes of Repose and Limitation: All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completions. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date HANSON's services are completed or terminated.

13. Dispute Resolution: In an effort to resolve any conflicts that arise during the design and construction of this Project or following completion of this Project, the CLIENT and HANSON agree that all disputes between them arising out of or relating to this



Agreement or this Project shall be submitted to nonbinding mediation.

14. Authority and Responsibility: HANSON shall not guarantee the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, and shall not be responsible for safety in, on, or about the job site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids.

15. Right of Entry: CLIENT shall provide for HANSON's right to enter property owned by CLIENT and/or others in order for HANSON to fulfill the scope of services for this Project. CLIENT understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not the responsibility of HANSON.

16. Utilities: CLIENT shall be responsible for designating the location of all utility lines and subterranean structures within the property line of the Project. CLIENT agrees to waive any claim against HANSON, and to defend, indemnify and hold harmless from any claim or liability for injury or loss arising from HANSON or other persons encountering utilities or other man-made objects that were not called to HANSON's attention or which were not properly located on plans furnished to HANSON. CLIENT further agrees to compensate HANSON for any time or expenses incurred by HANSON in defense of any such claim, in accordance with HANSON's prevailing fee schedule and expense reimbursement policy.

17. Job Site: Services performed by HANSON during construction will be limited to providing assistance in quality control and to deal with questions by the CLIENT's representative concerning conformance with drawings and specifications. This activity is not to be interpreted as an inspection service, a construction supervision service, or guaranteeing the Contractor's performance. HANSON will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs. HANSON will not be responsible for the Contractor's obligation to carry out the work in accordance with the Contract Documents. HANSON will not be considered an agent of the owner and will not have authority to direct the Contractor's work or to stop work.

18. Opinions of Cost: Since HANSON 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, its opinions of probable Project cost or construction cost for this Project will be based solely upon its own experience with construction, but HANSON cannot and does not guarantee that proposals, bids or the construction cost will not vary from its opinions of probable costs. If the CLIENT wishes greater assurance as to the construction cost, he shall employ an independent cost estimator.

19. Shop Drawing Review: CLIENT agrees that HANSON's review of shop drawings, when such review is included in the scope of services, shall be solely for their conformance with HANSON's design intent and conformance with information given in the construction documents. HANSON shall not be responsible for any aspects of a shop drawing submission that affect or are affected by the means, methods, techniques, sequences and operations of construction, safety precautions and programs incidental thereto, all of which are the Contractor's responsibility. The Contractor will be responsible for lengths, dimensions, elevations, quantities and coordination of the work with other trades. CLIENT warrants that the Contractor shall be made aware of his responsibilities to review shop drawings and approve them in these respects before submitting them to HANSON.

20. Record Drawings: CLIENT agrees that HANSON's preparation of record drawings, when such preparation is included in the scope of services and such preparation is based on information furnished by the Contractor and/or other third parties, will be made under the assumption that all furnished information is reliable and that HANSON cannot and does not warrant the accuracy of the furnished information. In the event that the scope of services additionally provides for HANSON to conduct surveys, investigations, and field measurements to collect or verify the information needed for the record drawings, HANSON will conduct such services with the standard of care as set forth in these General Conditions

21. Confidentiality: Each party shall retain as confidential, all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission, and are obtained or acquired by the receiving party in connection with this Agreement,



and said party shall not disclose such information to any third party.

22. Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or HANSON. HANSON's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against HANSON because of this Agreement or the performance or nonperformance of services hereunder. CLIENT and HANSON agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

23. Severability: If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

24. Survival: Notwithstanding completion or termination of the Agreement for any reason, all rights, duties, obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

25. Entire Agreement: This Agreement is the entire Agreement between the CLIENT and HANSON. It supersedes all prior communications, understandings and agreements, whether written or oral. Both parties have participated fully in the preparation and revision of this Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of this Agreement, including any Section Headings or Captions. Amendments to this Agreement must be in writing and signed by both CLIENT and HANSON.

26. Modification to the Agreement: CLIENT or HANSON may, from time to time, request modifications or changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of HANSON's compensation, to which CLIENT and HANSON mutually agree shall be incorporated in this Agreement by a written amendment to the Agreement.

27. Governing Law: This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.



REQUEST FOR COUNCIL ACTION

Agenda Date: April 13, 2020
To: Council Members
From: Josie Esker, Assistant City Engineer

AGENDA ITEM: Resolution No. 78 - 19/20 Approving an Agreement with Maurer-Stutz Re Downtown Parking Lots

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: This agreement is for assistance from Maurer Stutz Inc. (MSI) to study the downtown parking lots, focusing on the lots on the 200 and 300 block of Court Street. They will perform a topographic survey of the area, provide conceptual parking lot plans with proposed layouts of parking stalls to make the lots more efficient, provide rough grading and surface drainage plans, and design detention plans for the 200 block of Court Street.

FINANCIAL IMPACT: This agreement is for an amount not to exceed \$24,900.00

Requested Amount: \$24,900.00
 Line Item: 270-270-560500
 Budgeted Amount: \$61,000.00
 Remaining Funds: \$0. TIF fund is otherwise under budget and this expense will be paid out of any surplus in this fund

IMPACT IF APPROVED: The agreement will be approved and Maurer Stutz will assist the City in studying the downtown parking lots.

IMPACT IF DENIED: Maurer Stutz will not study the downtown parking lots.

ALTERNATIVES: The study could be delayed a year or another engineering firm could be utilized.

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

5 Year CIP. The Five-Year Capital Improvement Plan reflects all current and future capital improvement needs of the City of Pekin. The Plan is designed to be updated annually by staff and submitted to the Council for review and approval prior to the annual budget process.

Enhance Code Enforcement Services. The Council understands the importance of a strong Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.

Business Friendly Community. The Council strives to bring new businesses to Pekin while helping to maintain and expand all existing businesses. It is therefore essential to work cooperatively to make Pekin a "Business-Friendly" Community.

Efficient and Effective Municipal Operations. A fundamental responsibility of elected officials, City Staff and Employees is the exercise of good stewardship over public funds. Therefore, it is important that municipal services be delivered with maximum efficiency and effectiveness

Police & Fire Pension Obligation. To meet the 90% funding level by the year 2040 it is essential the City plan carefully and maintain financial discipline to meet its \$63 million dollar obligation.

Employee Residency. It is the goal of the Council to develop a policy that encourages more full-time non-union employees who participate in a City funded pension program to reside within the city limits of Pekin.

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:**Mark A. Rothert**

Mark A. Rothert, City Manager

4/10/2020

Date:

WHEREAS, the City of Pekin is a home rule municipality as described in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, the City of Pekin, as a home rule municipality, may exercise power and perform any function pertaining to its government and affairs, including, but not limited to, the power to legislate for the protection of the public health, safety, and welfare; and

WHEREAS, the City desires to enter into a professional services agreement with Maurer Stutz, Inc., to conduct a study of downtown parking lots to provide proposed plans for redesigning or improving parking lots in the downtown area to make them more efficient and maximize available parking areas.

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

Section 1. The findings and recitations set forth above are adopted and found to be true and correct.

Section 2. The Mayor and/or the City Manager is authorized and directed to enter into the Professional Services Agreement with Maurer-Stutz in substantially the form attached hereto as Exhibit A, with such revisions and modifications as the Mayor and/or City Manager deem necessary and appropriate.

Section 3. The City Clerk is directed to attest to the execution of the Agreement as negotiated and approved by the Mayor and/or City Manager.

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of _____, 20____.

MAYOR

ATTEST:

CITY CLERK



STANDARD SHORT FORM PROPOSAL AND AGREEMENT FOR PROFESSIONAL SERVICES

Client Name and Address: City of Pekin
111 S. Capitol St.
Pekin, IL 61554

Client Contact Information: Mike Guerra (309) 477-2328 - City Engineer
mmguerra@ci.pekin.il.us

Project Name and Location: Pekin Downtown Parking Lot Study - Pekin, IL
3 blocks south side Margaret St. to alley between 2nd St. and 4th St., verbal offer lot
midway between 5th St. & 6th St. on south side of Margaret St., plus two additional
locations at Margaret St. / 7th St. / Broadway St. and Ann Eliza St. / 4th St. n.e. corner

Effective Agreement Date: 3/19/2020

Client hereby authorizes Maurer-Stutz, Inc. (MSI, Engineer) to provide Professional Services in connection with the above referenced Project. Client's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

See Attached Proposal of Professional Services.

Maurer-Stutz, Inc. proposes to provide professional services on the Project based on the following Fee Method:

Estimated Fee: \$24,900

This Proposal is subject to and governed by the General Terms and Conditions that are attached to hereby made a part of this agreement.

FOR OFFICE USE ONLY	
Proposal No.	<u>23020034.00</u>
Project No.	<u></u>
Effective April 1, 2011	

GENERAL TERMS AND CONDITIONS

TERMS OF PAYMENT: MSI will submit Invoices for work which has been completed and reimbursable expenses incurred. If any invoice is not paid within 30 days of invoice date, late payment charges of 1.5% per month, or fraction of a month, or the highest lawful interest rate of the state in which the CLIENT's office is located, will be due. Fees are not contingent on CLIENT receipt of funds. If invoices under this Agreement, or any other agreement with CLIENT, are not timely paid, MSI may, after giving seven day's written notice to CLIENT, suspend services under this Agreement.

FEE METHODS: CLIENT shall pay MSI on the basis of one of the following methods. The method to be used is stated on the front page of this Agreement.

1. **LUMP SUM:** When the Lump Sum method is utilized, the total amount billed shall include all Direct Payroll Expense costs, overhead business costs, profit, Reimbursable Expenses, and Subconsultant Expenses incurred by MSI. The Lump sum shall be a fixed amount unless a change of scope in the **Scope of Services** occurs. If a change of the **Scope of Services** occurs, such change shall be considered additional services and billed at MSI's current Hourly Rates. Monthly invoice statements will be submitted based on an estimated percent of completion of the services.
2. **ESTIMATED FEE:**
 - a. **HOURLY RATE:** When the Hourly Rate method is utilized, the hourly rate shall include all Direct Payroll Expense, overhead business costs, and profit due MSI for the services. Hourly Rates are established for technical classifications of individuals. If Hourly Rates are not listed in the Agreement, they shall be the rates currently in use by MSI for the type of work being done.
 - b. **MULTIPLIER:** When the Multiplier method is utilized, the hourly rate billed per individual expending time on the Project shall include that individual's Direct Payroll Expense (DPE) times a multiplier to cover overhead business costs plus profit. Direct Payroll Expense is defined as the total amount of an individual's labor cost, including basic wages and the mandatory and customary employee benefits, such as insurance, sick leave, holidays, vacations and others.

ESTIMATES OF FEES, BASED ON DPE OR AT HOURLY RATE: MSI's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to MSI under the Agreement. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to MSI that the total compensation amount thus estimated will be exceeded, MSI shall give CLIENT written notice thereof, allowing CLIENT to consider its options, including suspension or termination of MSI's services for CLIENT's convenience. Upon notice, CLIENT and MSI shall promptly review the matter of services remaining to be performed and compensation for such services. CLIENT shall either exercise its right to suspend or terminate MSI's services for CLIENT's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by MSI, so that total compensation for such services will not exceed said estimated amount when such services are completed. If CLIENT decides not to suspend the MSI's services during the negotiations and MSI exceeds the estimated amount before CLIENT and MSI have agreed to an increase in the compensation due MSI or a reduction in the remaining services, then MSI shall be paid for all services rendered hereunder.

REIMBURSABLES: Reimbursable Expenses and Subconsultant Expenses incurred by MSI for the services shall be billed in addition to the hourly rate charges at an amount equal to actual cost plus 10 per cent. Reimbursable Expense is defined as the actual non-labor expenditure incurred on the project, and may include travel, printing, telephones, mailing, specialized equipment tests or others. Subconsultant Expense is defined as the actual expenditure for other firms in providing specialized studies, sub-surface explorations, or other services required on the Project.

In the event that collection proceedings are required to collect unpaid bills for MSI's services and expenses, CLIENT shall be responsible for all unpaid bills, due interest, and all costs incurred in the collection proceedings, including but not limited to attorney's fees, costs, travel, and employee wages, overhead and expenses at the rate specified in this Agreement, or at MSI's current hourly rate if no rate is specified.

CONSTRUCTION PHASE SERVICES: If, as a part of this Agreement, MSI is providing periodic construction observation, MSI shall make visits to the construction site to observe the progress and quality of the contractor's(s) work to determine in general if such work is proceeding in accordance with the construction documents. MSI shall not be required to make exhaustive or continuous on-site inspections to check quality or quantity of such work. MSI shall not be responsible for the means, methods, techniques, sequences or procedures of construction or for the safety precautions and programs incident to the work of the contractor. MSI does not warrant or guarantee contractor's(s) work, and shall not be responsible for the failure of contractors to perform the work in accordance with the construction documents. With respect to the Standard of Care applicable to construction observation services, note the following:

- A. MSI shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall MSI have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.
- B. MSI neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- C. MSI shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or for enforcement of construction insurance or surety bonding requirements.
- D. MSI shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except MSI's own employees and its Consultants) at a Site or otherwise furnishing or performing any of a contractor's work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification of the Contract Documents other than those made by MSI.
- E. While at a Site, MSI's employees and representatives shall comply with the specific applicable requirements of contractor's and CLIENT's safety programs of which MSI has been informed in writing.

CHANGES IN THE SCOPE CHARACTER OR CONTENT OF THE PROJECT: Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by MSI or its design requirements including, but not limited to, changes in size, complexity, CLIENT's schedule, character of construction, or method of financing, and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond MSI's control will require a modification to the Agreement. Any changes, modifications or alterations to the Project's scope impacting cost or schedule will require that MSI and CLIENT mutually agree in writing to such changes or modifications to the Scope prior to undertaking them. Price modifications due to changes in Scope in this Proposal will be calculated by multiplying the rates given in MSI's latest hourly rate schedule times the number of hours worked.

OPINIONS OF PROBABLE COST: MSI's Opinions of Probable Construction Cost are to be made on the basis of MSI's experience and qualifications and represent MSI's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because MSI has no control over the cost of labor, materials, equipment, or services furnished by Others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, MSI cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from Opinions of Probable Construction Cost prepared by MSI. If CLIENT requires greater assurance as to probable Construction Cost, CLIENT must employ an independent cost estimator.

INSPECTIONS: Unless otherwise provided for in this Agreement, any inspections of existing sites, structures, mechanical and electrical systems or other physical features of the Project are visual inspections only. Tests or extensive calculations are not performed unless specifically requested. CLIENT acknowledges that latent defects may be present and agrees to indemnify and hold harmless MSI and its employees against all claims, damages and losses including attorney's fees resulting from such latent defects. Inspections only cover the specific items listed in the Scope of Services of this Agreement. CLIENT acknowledges that the results of the inspection are meant for CLIENT use only. CLIENT agrees to indemnify and hold harmless MSI and its employees against all claims, damages and losses resulting from a third party's use of the results of the inspection.

NOTIFICATIONS: CLIENT represents and warrants that CLIENT has notified MSI of any known or suspected presence of hazardous materials or pollutants at the Project Site. Unless the Scope of Services includes investigation for hazardous or pollutant materials, MSI's extent of responsibility shall be to notify CLIENT if the presence of hazardous materials or pollutants on the Project Site becomes known by MSI.

ACCESS TO SITE: Unless otherwise stated, MSI will have access to the site for activities necessary for the performance of the Scope of Services. MSI will take reasonable precautions to minimize damage to property during these activities, but has not included the cost of repairing or restoring any resulting damage in the Fee, and will not be responsible for the cost of such.

CERTIFICATIONS, GUARANTEES, OR WARRANTIES: MSI shall not be required to sign any documents, no matter by whom requested, that would result in MSI having to certify, guarantee, or warrant the existence of conditions whose existence MSI cannot ascertain. CLIENT agrees not to make resolution of any dispute with MSI or payment of any amount due to MSI in any way contingent upon MSI signing any such documents.

STANDARD OF CARE: Services performed by MSI under this Agreement will be conducted in a manner of care and skill ordinarily exercised by members of the profession in the same locale practicing under similar circumstances and conditions. No other representation expressed or implied, and no warranty or guarantee is intended or included in this Agreement, or in any report, opinion, document, or otherwise.

DESIGN WITHOUT CONSTRUCTION PHASE SERVICES: MSI shall be responsible only for those Construction Phase services expressly required of MSI in the Scope of Work. With the exception of such expressly required services, MSI shall have no design, Shop Drawing review, or other obligations during construction and CLIENT assumes all responsibility for the application and interpretation of the Contract Documents, review and response to Contractor claims, contract administration, processing Change Orders, revisions to the Contract Documents during construction, construction surety bonding and insurance requirements, construction observation and review, review of payment applications, and all other necessary Construction Phase engineering and professional services. CLIENT waives all claims against MSI that may be connected in any way to Construction Phase engineering or professional services except for those services that are expressly required of MSI in the scope of work.

LIMITATION OF LIABILITY: *MSI's Liability Limited to Amount of MSI's Compensation:* To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of MSI and MSI's officers, directors, members, partners, agents, employees, and Consultants, to CLIENT and anyone claiming by, through, or under CLIENT for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of MSI or MSI's officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total compensation received by MSI under this Agreement.

MUTUAL INDEMNIFICATION: Subject to the provisions set forth herein, MSI and CLIENT hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, employees, agents (and each of their successors and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs, and expenses, including reasonable attorneys' fees, arising or allegedly arising from personal injury, death, property damage, including loss of use thereof, due in any manner to the negligence of either of them, their agents, or employees. In the event both of them are at fault, then the liability shall be apportioned between them pursuant to their pro-rata share of negligence or fault. MSI and CLIENT further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. These indemnities shall not terminate upon termination or expiration of this Agreement.

OWNERSHIP OF DOCUMENTS: All documents produced by MSI under this Agreement shall remain the property of MSI and shall not be used by the CLIENT for any other purpose without the permission of MSI.

REUSE OF DOCUMENTS: All documents, including drawings and specifications, furnished by MSI pursuant to this Agreement are Instruments of his Services in respect of the Project. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without specific written verification or adaptation by MSI will be at CLIENT's sole risk and without liability or legal exposure to MSI. CLIENT shall indemnify and hold harmless MSI from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom.

TERMINATION OF SERVICES: This Agreement may be terminated by the CLIENT or MSI should the other fail to perform its obligations hereunder. In the event of termination, all reimbursable expenses and all Scope of Services rendered to date shall be paid by the CLIENT to MSI.

DELAY OF SERVICES: If a delay of services beyond the schedule agreed upon occurs for any reason other than for MSI's fault, it is understood and agreed to that such may result in additional fees, which shall be paid by CLIENT to MSI. If additional fees will be necessary, MSI will notify CLIENT prior to providing such services.

DISPUTE RESOLUTION: CLIENT and MSI agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

APPLICABLE LAWS: Unless otherwise specified, this Agreement shall be governed by the laws of the State of Illinois.

COMPLETE AGREEMENT: This Agreement represents the entire understanding of the parties and may not be modified except in writing.

MISCELLANEOUS: If the CLIENT issues a Purchase Order of which this Agreement becomes part, the terms of this Agreement will take precedence in the event of a conflict of terms. This document shall be governed by the laws of the State of Illinois. In the event that any part of this document is held invalid by any court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

Accepted By:

CLIENT: City of Pekin

Sign: _____

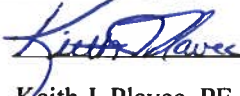
Print: _____

Title: _____

Date: _____

Submitted By:

MAURER-STUTZ INC.

Sign: 

Print: Keith J. Plavec, PE

Title: Vice-President

Date: 03/19/2020



PROPOSAL OF PROFESSIONAL SERVICES

PROJECT: Pekin Downtown Parking Lot Study, Pekin, IL

DATE: March 16, 2020

LOCATION: 3 blocks south side Margaret St. to alley between 2nd St. and 4th St., verbal offer lot midway between 5th St. & 6th St. on south side of Margaret St., plus two additional locations at Margaret St. / 7th St. / Broadway St. and Ann Eliza St. / 4th St. northeast corner.

CLIENT: City of Pekin

SERVICES: Topographic Survey, Planning Study, Parking Lot Engineering Design

Proposal #: 23020034

PROPOSAL:

Thank you for considering our firm to provide professional Land Surveying and Civil Engineering design services. Maurer-Stutz, Inc.'s team members have worked on providing similar services on other Parking Lot projects and look forward to the opportunity to work with you on this project.

Maurer-Stutz, Inc. (MSI), hereby presents the following Proposal for Professional Services to City of Pekin (Client) for Land Surveying and Civil Engineering Services for the above referenced Project, the **Pekin Downtown Parking Lot Study – Pekin, IL**. This project will involve conceptual parking lot layouts for 6 locations and detailed design for 2 of the locations. The multiple parcels bounded by Margaret St. on the north and the alley to the south between 2nd St and 4th St. contain the first three locations. An additional lot is mid-block on the south side of Margaret St. between 5th St. and 6th St. There is one location at the interior corner of Margaret St, 7th St., and Broadway St. and another one at the northeast corner of Ann Eliza St. / 4th St. The 2 locations for detailed design are between Margaret St. and the alley to the south from 2nd St. to Capitol St.

SCOPE OF BASIC SERVICES:

Topographic Survey Phase Services

OVERVIEW: Perform a Topographic Survey in accordance with the Minimum Standards of Practice as outlined in *Part 1270 Illinois Professional Land Surveyor Act of 1989, Section 1270.56, paragraph f) Topographic Survey.*

ASSUMPTIONS:

- The area of the topographic survey will extend to the curb and/or pavement lines just beyond the existing property lines and to the far side of the alley. The area surveyed will be the 2 locations for detailed design between Margaret and the alley to the south from 2nd St. to Capitol St. The majority of the block between 3rd and Capitol would be a minimal topo for probably overlay with grade changes. The west islands and entrances will have more detailed topo. The block between 2nd and 3rd would be a detailed topo.
- Existing utilities will be surveyed and shown on drawings by means of observed evidence. Additional underground utilities information, such as utility information from original building site plans, can be added to drawings if provided by Client. This design is not anticipated to include a construction J.U.L.I.E. locate and only at or above grade utilities and pedestals will be surveyed. A design J.U.L.I.E. will be submitted requesting utilities to provide approximate utility location information.

Maurer-Stutz, Inc. will provide the following Professional Services for this Phase in connection with the above referenced project:

1. Communicate with Client via meeting, telephone and email to review goals and schedule
2. Topographic field survey.
 - a. Set sufficient horizontal and vertical control to the desired datum
 - b. Acquire survey data sufficient to develop a one foot interval contour map
 - c. Locate visible evidence of utilities (such as valve covers, manhole covers, fire hydrants, etc.).
 - d. Gather manhole and inlet invert data.
 - e. Locate topographic features within the extent of the site limits
3. Office related survey data import and adjustments
4. Create basemap and AutoCAD Civil surface from proposed survey data.
5. Design J.U.L.I.E. adding approximate utility location information to the basemap.
6. Perform limited parcel survey work to determine approximate property lines necessary to aid in allocating construction cost sharing between property owners that the parking lot will cross over and along 3rd St. and Margaret St. for the parking lot west of 3rd St.
7. QA / QC Review

DELIVERABLES:

- The topographic and limited parcel survey shall be used for the engineering site design and no separate drawing showing only the survey will be produced.

- An electronic copy of the survey in AutoCAD® format will be provided with the stipulation that the electronic copy is subordinate to MSI's survey data records.

Planning Study Phase Services

Maurer-Stutz, Inc. will provide the following Professional Services for this Phase in connection with the above referenced project:

1. Communicate with Client via telephone and email to review design goals and schedule.
2. Meet 1 time with Client for planning project scope (already completed).
3. Design site visits / Client on-site meeting (1) trip anticipated during preliminary master planning
4. Preliminary Civil site master planning and draft (estimate 8 sheets)
 - a. Conceptual Parking Lot Plans (6 sheets)
 - i. Margaret St. to Alley, 2nd St. to 3rd St.
 - ii. Margaret St. to Alley, 3rd St. to Capitol St.
 - iii. Margaret St. to Alley, Capitol St. to building by 4th St.
 - iv. Margaret St. to Alley, 4th and 5th parcels east of 5th St.
 - v. Interior triangle shaped corner of Margaret St, 7th St., and Broadway St.
 - vi. Northeast corner (half block east) of Ann Eliza St. / 4th St.
 - b. Site Rough Grading / Surface Drainage Plans (2 sheets)
 - i. Margaret St. to Alley, 2nd St. to 3rd St.
 - ii. Margaret St. to Alley, 3rd St. to Capitol St.
5. General communication and coordination with Client
6. Submit Plans to the Client (electronic pdf submittal) for review before each meeting
7. Provide minor revisions (1) time, to Plans based on Client comments
8. Prepare construction cost estimates for each location.
9. Submit Modified Preliminary Master Plans and cost estimates to Client (electronic pdf submittal) for final review before detailed Engineering Design begins on the two locations bounded between Margaret St. and the alley to the south from 2nd St. to Capitol St.
10. QA / QC Review

Parking Lot Engineering Design Phase Services

Maurer-Stutz, Inc. will provide the following Professional Services for detailed Engineering Design on the two locations bounded between Margaret St. and the alley to the south from 2nd St. to Capitol St. for this Phase in connection with the above referenced project:

1. Communicate with Client via telephone and email for design modifications
2. Design and draft Civil Site Plans (estimate 19 sheets)
 - a. Cover / Vicinity Location Sheet
 - b. General Note / Legend Sheet
 - c. Summary of Quantities Sheet
 - d. Site Removal / Demolition Plan (2 sheets)
 - e. Site Plan with dimensions (2 sheets)

- f. Site Grading / Surface Drainage Plan w/ spot elevations (2 sheets)
- g. Storm Sewer / Detention Plan (2 sheets)
- h. SWPPP, Erosion Control Plan (1 sheet)
- i. Landscape Plans (1 sheet) (planting recommendations by Landscape Architect)
- j. Detail Sheets (6)
- 3. Assist Client with the preparation and submittal of the following permit applications
 - a. IDOT driveway access permit application
- 4. General Communication and Coordination
 - a. Permitting Agencies
 - b. Client
- 5. Submit Plans to Client (electronic pdf submittal) for final review
- 6. Provide minor revisions to Plans based on Client comments
- 7. Submit final modified sets of Plans to Client (electronic pdf submittal)
- 8. QA / QC Review

ITEMS NOT INCLUDED IN PROPOSAL OF PROFESSIONAL SERVICES

This proposal does not include the following Professional Services. Any of the following Professional Services may be added to the Scope of Professional Services to the Project as Additional Services upon mutual, written agreement between the Client and MSI. Fees for Additional Services will be determined using MSI's standard hourly rates. Building removal is planned to be designed / bid by others prior to construction of this project. Retaining wall design is not anticipated to be needed on the project and would be an additional service.

- 1. Professional services associated with negotiating land acquisition, plats, rezoning, and permanent easements other than those listed above.
- 2. Permit fees. **It is assumed that CLIENT will be responsible for any permitting fees associated with the Project (estimate IDOT bonding for driveway entrance removal permit at this time).**
- 3. Coordination with utility companies for relocates or cost estimating
- 4. Phase I, II, or III Environmental Site Assessment.
- 5. Boundary Survey (as defined per IL Minimum Standards of Practice, Section 1270.56/b).
- 6. ALTA / NSPS Land Title Survey
- 7. Any other Permitting unanticipated or not delineated in this proposal at this time
- 8. Geotechnical services and costs for soil borings and analysis
- 9. Structural Engineering services
- 10. Site Traffic Analysis
- 11. Meetings during design With Client, Contractor, other Professionals, IDOT, County or reviewing agency beyond those listed above
- 12. **Additional Engineering Design Phase**
 - a. Design and Draft Civil Site Plans (estimate __ sheets)
 - i. Provide construction cost opinion – quantities & cost of civil site improvements only
 - ii. Building Demolition bid documents not included.

- b. General communication and coordination
 - i. Utility Companies for services, relocates, cost estimating
 - c. Meet _ () times with Client and Owner for review of plans
 - d. **Other Site Plans:**
 - i. Schedule of Quantity Sheets
 - ii. Site Lighting Plans (_ sheets)
 - iii. Irrigation Plans
 - e. Major redesigns of Plans
- 13. Assistance to Client with bidding project
- 14. Limited Construction Site Assistance
- 15. Construction Quality Control Testing
- 16. Construction Layout services
- 17. Post-construction "As-Built" Survey services
- 18. Other items not stated in the Basic Services above or not minor in nature and incidental to the Basic Services.

CLIENT RESPONSIBILITIES

Client shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Client to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

In addition to other responsibilities of Client as set forth in this Proposal, Client shall at its expense:

- A. Provide Engineer with all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Pay all permit application Fees associated with the Project.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
 - 1. Furnish all available CAD drawings of site.
 - 2. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services
- D. Give prompt written notice to Engineer whenever Client observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's

services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.

- E. Authorize Engineer to provide Additional Services as required.
- F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Client deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Client to perform or furnish services in regards to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- J. Provide Engineer with the findings and reports generated by the entities providing services to Client pursuant to this paragraph.

CHANGES IN PROJECT SCOPE, CHARACTER OR CONTENT

Client agrees that this Proposal is sufficient in detail to define the Scope of Professional Services for this Project. Any changes, modifications or alterations to the Project's scope impacting cost or schedule will require that Engineer and Client mutually agree in writing to such changes or modifications to the Scope prior to undertaking them. Price modifications due to changes in Scope in this Proposal will be calculated by multiplying the rates given in Engineer's latest hourly rate schedule times the number of hours worked.

Review Drawings will be submitted to Client for approval. Modifications which are not of significance or do not involve a change of design will be incorporated into the drawings as agreed to by MSI at no additional fee from that included in this Proposal.

SCHEDULE:

The following schedule is proposed to complete the design portion of the Project:

<u>Work Task</u>	<u>Duration</u>
Executed Agreement with Notice to Proceed Received	One Week
Topographic Survey field completion (weather dependent)	Two Weeks
Preliminary Planning Study Submittal to Client	Four Weeks
Client review completion	Two Weeks
100% Planning Study Submittal to Client	One Week
Client review completion	One Week
100% Design Plan Submittal to Client	Three Weeks
Permitting Submittals with 100% Design Plan Submittal	
Permitting agency & Client review completion	Two Weeks
Final Plans and Final Plat Submittal to Client & permitting agency	One Week

The anticipated schedule milestones are assumed to be sequential in nature, depend on Municipality and Permitting agency staff review and schedule availability, as well as MSI workloads. When the Notice to Proceed is received our team will work closely with the Client to refine a schedule that will meet the needs of the Project.

FEES/PAYMENTS TO ENGINEER:

The Fee for Maurer-Stutz, Inc., to perform the Professional Services work defined in the preceding Scope of Professional Services will be paid for on an Hourly Rate basis, and invoiced by the amount of time each individual spent performing the work at their respective hourly rate. **The estimated fee for Maurer-Stutz, Inc. to perform the Professional Services defined in the preceding Scope of Professional Services follows:**

<u>Basic Service</u>	<u>Estimated Fee</u>
Topographic Survey Phase Services	\$ 5,500
Planning Study Phase Services	\$10,900
Parking Lot Engineering Design Phase Services	\$ 8,500
Estimated Hourly Fee Total	\$24,900

Further refinement of this estimated budget would be possible as project planning progresses. Maurer-Stutz, Inc., will submit an invoice monthly, indicating the number of hours spent toward completion of the project work each month.

The fee to perform any Additional Services shall be paid for on an Hourly Rate basis, and invoiced by the amount of time each individual spent performing the work at their respective hourly rate. Any work performed as Additional Services is not included in the Fee estimate for Professional Services provided above. The Hourly Rate Schedule at the time of service will be used.



REQUEST FOR COUNCIL ACTION

Agenda Date: April 13, 2020
To: Council Members
From: Josie Esker, Assistant City Engineer

AGENDA ITEM: Resolution No. 79 - 19/20 Granting Josie A. Esker Signature Authority for IDOT Documents

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: As the former City Engineer (Mike Guerra) has taken another position and is no longer working for the City of Pekin, the City currently has no designated municipal officer that is permitted to sign any forms or documents to be sent to the Illinois Department of Transportation (IDOT), except for the mayor. Since the mayor has many other commitments and is not always able to come in to City Hall to sign documents, it is pertinent to give the new City Engineer, Josie A. Esker, authority to sign on behalf of the City. Being able to sign documents gives the Engineering Department the ability to be more efficient and timely in submissions to IDOT.

As in the past, this signature authority would only extend to plans, estimates of construction costs, pay estimates, etcetera. Ms. Esker would not be able to sign any resolutions or contracts on behalf of the City of Pekin.

FINANCIAL IMPACT: N/A

Requested Amount:

Line Item:

Budgeted Amount:

Remaining Funds:

IMPACT IF APPROVED: Ms. Esker will be able to sign IDOT documents, except for contracts and resolutions, on behalf of the City of Pekin.

IMPACT IF DENIED: Ms. Esker will not be able to sign IDOT documents. All plans, estimates of costs, ect. will need to be signed by the Mayor, which will slow the process of making submissions to IDOT.

ALTERNATIVES: None

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

	5 Year CIP. The Five-Year Capital Improvement Plan reflects all current and future capital improvement needs of the City of Pekin. The Plan is designed to be updated annually by staff and submitted to the Council for review and approval prior to the annual budget process.
	Enhance Code Enforcement Services. The Council understands the importance of a strong Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.
	Business Friendly Community. The Council strives to bring new businesses to Pekin while helping to maintain and expand all existing businesses. It is therefore essential to work cooperatively to make Pekin a "Business-Friendly" Community.
X	Efficient and Effective Municipal Operations. A fundamental responsibility of elected officials, City Staff and Employees is the exercise of good stewardship over public funds. Therefore, it is important that municipal services be delivered with maximum efficiency and effectiveness.
	Employee Residency. It is the goal of the Council to develop a policy that encourages more full-time non-union employees who participate in a City funded pension program to reside within the city limits of Pekin.

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

Date:

City Manager:**Mark A. Rothert**

Mark A. Rothert, City Manager

4/10/2020

Date:

WHEREAS, Josie A. Esker has replaced Michael M. Guerra as City Engineer of the City of Pekin; and

WHEREAS, all forms submitted to Illinois Department of Transportation (IDOT) must contain the original signature of the appropriate municipal official; and

WHEREAS, the City Engineer is the appropriate municipal official for signing IDOT forms,

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Pekin, Illinois, that the City gives Josie A. Esker, City Engineer, signature authority to sign all required Illinois Department of Transportation documents, except for contracts and resolutions, on behalf of the City of Pekin.

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of _____, 20_____.

MAYOR

ATTEST:

CITY CLERK



REQUEST FOR COUNCIL ACTION

Agenda Date: April 13, 2020
To: Council Members
From: Josie Esker, Assistant City Engineer

AGENDA ITEM: Resolution No. 80 -19/20 Approving Acceptance of Easements Riverside North for Phase III CSO Project

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: This item is for the purchase of two temporary easements and two permanent easements on two different parcels at Riverside North Inc. (DBA City Coal & Asphalt Inc.) The proposed sewer for the Phase III CSO project runs through these properties, and these easements are necessary for the construction project. As part of the easement agreement, City Coal has agreed to repair up to 580 square yards of damaged asphalt pavement on their parking lot area, rather than have an asphalt subcontractor repair the parking area as part of the construction project. The Engineering Department feels that the price that City Coal has agreed to for the easements and asphalt repair is reasonable. Staff recommends proceeding with the purchase of the easements.

FINANCIAL IMPACT: These easements total \$20,030.00.

Requested Amount: \$20,030
 Line Item: 231-030-580200 Purchase of Property
 Budgeted Amount: \$0
 Remaining Funds: \$0 (Note: this item was initially budgeted for FY21, but needs to be moved up to this budget year so as to not delay the project)

IMPACT IF APPROVED: The City will obtain the easements from Riverside North that are necessary for the construction of the Phase III CSO Project.

IMPACT IF DENIED: The City will not obtain the easements and the CSO project will be delayed further.

ALTERNATIVES: The City could put it into the construction contract for an outside asphalt company to repair City Coal's property, but there will likely not be any cost savings to this option.

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

5 Year CIP. The Five-Year Capital Improvement Plan reflects all current and future capital improvement needs of the City of Pekin. The Plan is designed to be updated annually by staff and submitted to the Council for review and approval prior to the annual budget process.

Enhance Code Enforcement Services. The Council understands the importance of a strong Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.

Business Friendly Community. The Council strives to bring new businesses to Pekin while helping to maintain and expand all existing businesses. It is therefore essential to work cooperatively to make Pekin a "Business-Friendly" Community.

Efficient and Effective Municipal Operations. A fundamental responsibility of elected officials, City Staff and Employees is the exercise of good stewardship over public funds. Therefore, it is important that municipal services be delivered with maximum efficiency and effectiveness

Police & Fire Pension Obligation. To meet the 90% funding level by the year 2040 it is essential the City plan carefully and maintain financial discipline to meet its \$63 million dollar obligation.

Employee Residency. It is the goal of the Council to develop a policy that encourages more full-time non-union employees who participate in a City funded pension program to reside within the city limits of Pekin.

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

4/10/2020

Date:

WHEREAS, the City of Pekin is a home rule municipality as described in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, pursuant to 65 ILCS 5/11-61-1.5, the City has the authority to acquire real estate or rights therein for a public purpose; and

WHEREAS, Riverside North, Inc., owns two parcels of land identified as parcel numbers 04-04-34-413-010 ("Parcel A") and 04-04-34-413-011 ("Parcel B"), located within the corporate limits of the City; and

WHEREAS, Riverside North, Inc., has agreed to grant to the City the following easements:

1. A temporary construction easement over a portion of Parcel A, more particularly described on the Easement Plat attached hereto as **Exhibit A**, and the Temporary Construction Easement attached hereto as **Exhibit B**, for the purpose of construction of a sanitary/storm sewer.
2. A permanent easement over a portion of Parcel A, more particularly described on the attached **Exhibit A** and the Permanent Easement Agreement attached hereto as **Exhibit C**, for the purpose of sanitary/storm sewer and other utility purposes.
3. A temporary construction easement over a portion of Parcel B, more particularly described on the Easement Plat attached hereto as **Exhibit D** and the Temporary Construction Easement attached hereto as **Exhibit E**, for the purpose of construction of a sanitary and storm/sewer.
4. A permanent easement over a portion of Parcel B, more particularly described on **Exhibit D** and the Permanent Easement Agreement attached hereto as **Exhibit F**, for the purpose of sanitary/storm sewer and other utility purposes.

(collectively, the "Easements"); and

WHEREAS, the grant of the Easements is necessary to complete construction on the Phase III CSO project; and

WHEREAS, the City Engineer has recommended that the City accept the Easement grants offered by Riverside North, LLC; and

WHEREAS, the City hereby finds that it is in the best interest of the City to accept the easement grants set forth on the attached Exhibits B, C, E, and F.

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

Section 1. The findings and recitations set forth above are adopted and found to be true and correct.

Section 2. The City of Pekin hereby accepts the grants of Easements set forth on the attached Exhibits B, C, E, and F. The Mayor (or his designee) and City Clerk, are hereby authorized and directed to execute any and all necessary documents, with such changes as the Mayor or City Engineer deems reasonably necessary.

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of _

_____, 20____.

MAYOR

ATTEST:

CITY CLERK

EASEMENT PLAT

LOT-15

LOT-14

LOT-13

LOT-12

LOT-8

LOT-9

LOT-10

MARKET STREET (VACATED)

TEMPORARY EASEMENT NO. 2

TEMPORARY EASEMENT NO. 1

PERMANENT EASEMENT

NORTHERLY R.O.W. LINE VACATED MARKET STREET

SOUTHERLY R.O.W. LINE VACATED MARKET STREET

P.O.B. TEMPORARY EASEMENT NO. 2

P.O.B. PERMANENT EASEMENT

P.O.B. TEMPORARY EASEMENT NO. 1

P.O.C. S.E. COR. LOT 13

Scale: 1"=20'

Legend:

- PERMANENT EASEMENT
- TEMPORARY EASEMENT

TAX PARCEL: 04-34-413-010

Packet Pg. 327

EASEMENT PLAT

Legal Description for Temporary Easement Number 1

Being a part of vacated Market Street as it was originally laid out between Block 9 and Block 10 in the Original Town, Now City of Pekin, all being situated and lying in the City of Pekin, County of Tazewell, and the State of Illinois. Being more particularly described as follows:
Commencing at the Southeast Corner of Lot 13 in said Block 10 also being a point on the Northerly Right-of-Way Line of said vacated Market Street, thence north 62°-33'-16" west 19.14 feet along said Northerly Line to the Point of Beginning. From said Point of Beginning, thence south 28°-16'-37" west 66.01 feet to a point on the Southerly Line of vacated Market Street; thence north 62°-33'-16" west 30.00 feet along said Southerly Line; thence north 28°-16'-37" east 66.01 feet to a point on the Northerly Line of said vacated Market Street; thence south 62°-33'-16" east 30.00 feet along said Northerly Line to the Point of Beginning. Containing 1980.21 square feet, more or less.

Legal Description for Temporary Easement Number 2

Being a part of vacated Market Street as it was originally laid out between Block 9 and Block 10 in the Original Town, Now City of Pekin, all being situated and lying in the City of Pekin, County of Tazewell, and the State of Illinois. Being more particularly described as follows:
Commencing at the Southeast Corner of Lot 13 in said Block 10 also being a point on the Northerly Right-of-Way Line of said vacated Market Street, thence north 62°-33'-16" west 74.14 feet along said Northerly Line to the Point of Beginning. From said Point of Beginning, thence south 28°-16'-37" west 66.01 feet to a point on the Southerly Line of vacated Market Street; thence north 62°-33'-16" west 10.00 feet along said Southerly Line; thence north 28°-16'-37" east 66.01 feet to a point on the Northerly Line of said vacated Market Street; thence south 62°-33'-16" east 10.00 feet along said Northerly Line to the Point of Beginning. Containing 660.07 square feet, more or less.

Legal Description for Permanent Easement

Being a part of vacated Market Street as it was originally laid out between Block 9 and Block 10 in the Original Town, Now City of Pekin, all being situated and lying in the City of Pekin, County of Tazewell, and the State of Illinois. Being more particularly described as follows:
Commencing at the Southeast Corner of Lot 13 in said Block 10 also being a point on the Northerly Right-of-Way Line of said vacated Market Street, thence north 62°-33'-16" west 49.14 feet along said Northerly Line to the Point of Beginning. From said Point of Beginning, thence south 28°-16'-37" west 66.01 feet to a point on the Southerly Line of vacated Market Street; thence north 62°-33'-16" west 25.00 feet along said Southerly Line; thence north 28°-16'-37" east 66.01 feet to a point on the Northerly Line of said vacated Market Street; thence south 62°-33'-16" east 25.00 feet along said Northerly Line to the Point of Beginning. Containing 1650.17 square feet, more or less.

FARNSWORTH GROUP, INC.
7707 N. KNOXVILLE AVE, SUITE 100
PEORIA, IL 61614

BY: _____
KENNETH J. SILVERTHORN
PROFESSIONAL LAND SURVEYOR NO. 3413



DATE: _____
EXP. DATE: 11-30-2014
DESIGN FIRM REGISTRATION
NO. 184-001856

TAX PARCEL:
04-34-413-010

sboguel | S: \Steve\Ken Silverthorn DWGS\0140000.00 - Pekin Easements\DWG\breits Survey.dwg | 4/17/2014 10:25 AM |



Farnsworth

GROUP

7707 N. KNOXVILLE AVE, SUITE 100

PEORIA, ILLINOIS 61614

(309) 689-9888 / (309) 689-9820 Fax

EASEMENT PLAT FOR CITY OF PEKIN
OWNER: RIVERSIDE NORTH, INC.

Project No:	0120891.00
Book No:	
Drawn by:	SJB
Reviewed:	TWE
Date:	04-10-14

Owner Riverside North Inc
 Address 225 N. Second St
 Pekin, IL 61554
 County Tazewell
 Parcel No.
 P.I.N. No. 04-04-34-413-010
 Project No. CSO Phase 3
 Station 38+60
 Station 39+20
 Contract No.

TEMPORARY CONSTRUCTION EASEMENT
(Corporation)

Riverside North Inc, a corporation organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to do business under the Statutes of the State of Illinois, (Grantor), for and in consideration of Twenty Thousand Dollars (\$20,000), receipt of which is hereby acknowledged, and pursuant to the authority given by the Board of Directors of said corporation, hereby represents that Grantor owns the fee simple title to and grants and conveys to the People of the City of Pekin, Illinois (Grantee), a temporary construction easement for the purpose of constructing a sanitary/storm sewer and other utility purposes, on, over, under, and through the following described real estate:

See attached legal description.

situated in the County of Tazewell, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

The right, easement and privilege granted herein shall terminate four years from the execution of this document, or on the completion of the proposed project, whichever is the sooner.

Grantor shall have and retain all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantors use and occupation of the premises may not interfere with Grantee's use of the premises for the purposes herein described.

Grantee shall schedule the construction in such a manner as not to restrict access to the both truck gates to the Grantor's property at the same time. Grantee shall fill any excavation to final grade with an aggregate consisting of clean white rock or other material as approved by the Grantor. The Grantor will be responsible to repave up to 580 square yards of parking lot to match existing conditions consisting of three (3) inches of hot mix asphalt. The Grantor agrees to perform this work within a reasonable time frame but will not exceed twelve (12) months from the final completion of the project without any additional compensation from the Grantee.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for sewer purposes. This

acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantors.

Dated this _____ day of _____, 2020.

Riverside North Inc.

Corporation Name

By: _____

Signature

ATTEST:

By: _____

Signature

Print Name and Title

Print Name and Title

State of _____

)

) ss

County of _____

)

This instrument was acknowledged before me on _____, 2020, by

_____, as _____

and _____, as _____

of _____.

(SEAL)

Notary Public

My Commission Expires: _____

This instrument was prepared by and after
recording return to:

City of Pekin
ATTN: Public Works
111 S. Capitol St
Pekin, IL 61554

Legal Description for Temporary Easement Number 1

Being a part of vacated Market Street as it was originally laid out between Block 9 and Block 10 in the Original Town, Now City of Pekin, all being situated and lying in the City of Pekin, County of Tazewell, and the State of Illinois. Being more particularly described as follows:

Commencing at the Southeast Corner of Lot 13 in said Block 10 also being a point on the Northerly Right-of-Way Line of said vacated Market Street, thence north $62^{\circ}-33'-16''$ west 19.14 feet along said Northerly Line to the Point of Beginning. From said Point of Beginning, thence south $28^{\circ}-16'-37''$ west 66.01 feet to a point on the Southerly Line of vacated Market Street; thence north $62^{\circ}-33'-16''$ west 30.00 feet along said Southerly Line; thence north $28^{\circ}-16'-37''$ east 66.01 feet to a point on the Northerly Line of said vacated Market Street; thence south $62^{\circ}-33'-16''$ east 30.00 feet along said Northerly Line to the Point of Beginning. Containing 1980.21 square feet, more or less.

Legal Description for Temporary Easement Number 2

Being a part of vacated Market Street as it was originally laid out between Block 9 and Block 10 in the Original Town, Now City of Pekin, all being situated and lying in the City of Pekin, County of Tazewell, and the State of Illinois. Being more particularly described as follows:

Commencing at the Southeast Corner of Lot 13 in said Block 10 also being a point on the Northerly Right-of-Way Line of said vacated Market Street, thence north $62^{\circ}-33'-16''$ west 74.14 feet along said Northerly Line to the Point of Beginning. From said Point of Beginning, thence south $28^{\circ}-16'-37''$ west 66.01 feet to a point on the Southerly Line of vacated Market Street; thence north $62^{\circ}-33'-16''$ west 10.00 feet along said Southerly Line; thence north $28^{\circ}-16'-37''$ east 66.01 feet to a point on the Northerly Line of said vacated Market Street; thence south $62^{\circ}-33'-16''$ east 10.00 feet along said Northerly Line to the Point of Beginning. Containing 660.07 square feet, more or less.

Owner Riverside North Inc.
 Address 225 N. Second St
 Pekin, IL 61554
 County Tazewell
 Parcel No.
 P.I.N. No. 04-04-34-413-010
 Project No. CSO Phase 3
 Station 38+60
 Station 39+20
 Contract No.

PERMANENT EASEMENT
(Corporation)

Riverside North Inc., a corporation organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to do business under the Statutes of the State of Illinois, (Grantor), for and in consideration of Ten Dollars (\$10.00), receipt of which is hereby acknowledged, and pursuant to the authority given by the Board of Directors of said corporation, represents that Grantor owns the fee simple title to and grants and conveys to the City of Pekin, Illinois, (Grantee), a permanent easement for the purpose of sanitary/storm sewer and for other utility purposes, on, over and through the following described real estate:

See attached legal description.

situated in the County of Tazewell, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

Grantor shall have and retains all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, Grantor's use and occupation of the premises may not interfere with Grantee's use of the premises for the purposes herein described.

Grantor shall not construct any structure over the sewer easement that would prohibit the Grantee from being able to access the sewer through the normal means of construction consisting of trench excavating. Any damage to the Grantor's property due to maintenance and repair in regards to this easement shall be repaired by the Grantee to match the existing conditions of the property.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by opening, improving, and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

Dated this _____ day of _____, 2020.

Corporation Name

By: _____
Signature

ATTEST:

By: _____
Signature

Print Name and Title

Print Name and Title

State of _____)
County of _____) ss
_____)

This instrument was acknowledged before me on _____, 2020, by

_____, as _____
and _____, as _____
of _____.

(SEAL)

Notary Public

My Commission Expires: _____

This instrument was prepared by and after
recording, return to:

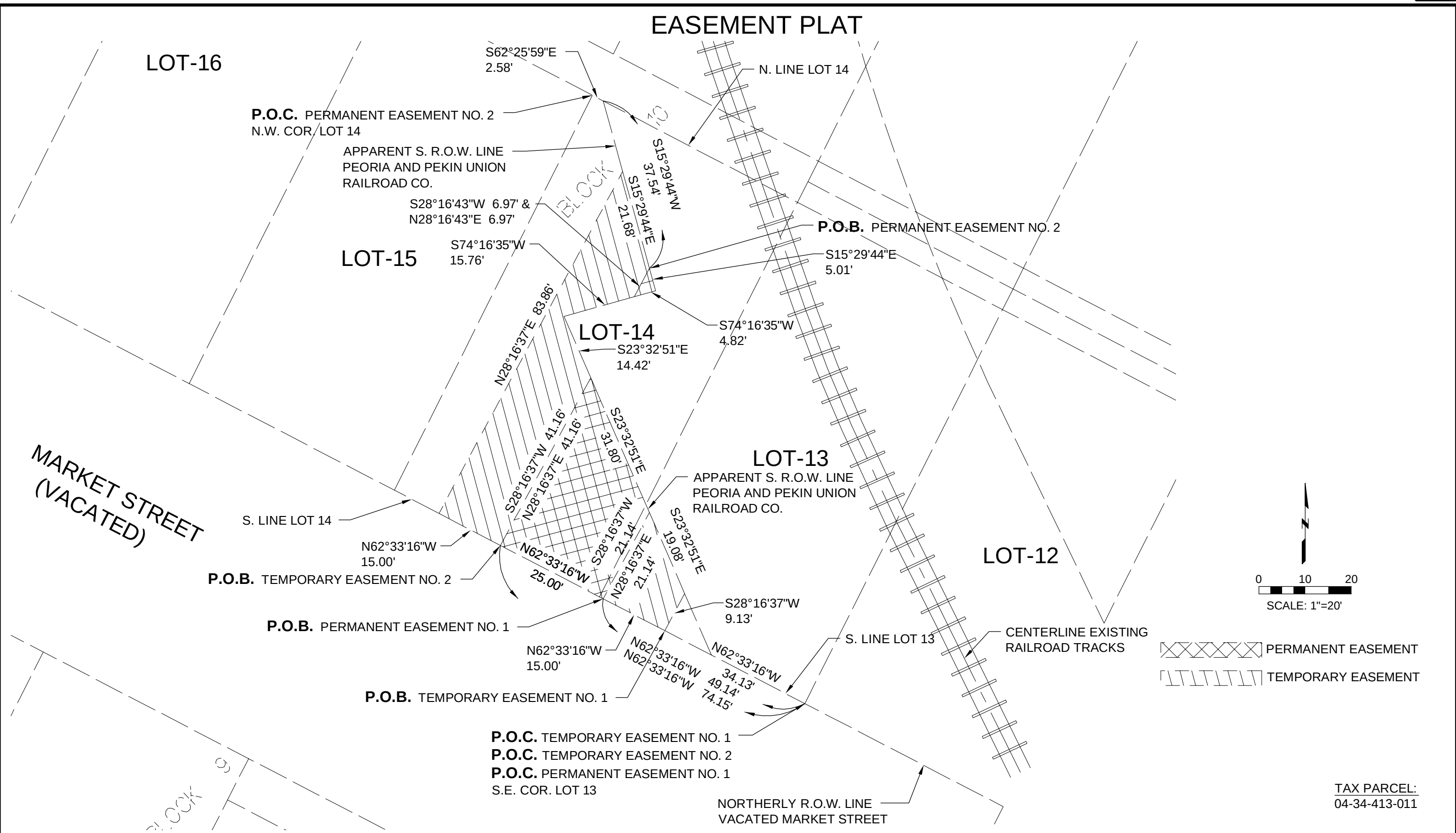
City of Pekin
ATTN: Department of Public Works
111 S. Capitol St.
Pekin, IL 61554

Legal Description for Permanent Easement

Being a part of vacated Market Street as it was originally laid out between Block 9 and Block 10 in the Original Town, Now City of Pekin, all being situated and lying in the City of Pekin, County of Tazewell, and the State of Illinois. Being more particularly described as follows:

Commencing at the Southeast Corner of Lot 13 in said Block 10 also being a point on the Northerly Right-of-Way Line of said vacated Market Street, thence north $62^{\circ}-33'-16''$ west 49.14 feet along said Northerly Line to the Point of Beginning. From said Point of Beginning, thence south $28^{\circ}-16'-37''$ west 66.01 feet to a point on the Southerly Line of vacated Market Street; thence north $62^{\circ}-33'-16''$ west 25.00 feet along said Southerly Line; thence north $28^{\circ}-16'-37''$ east 66.01 feet to a point on the Northerly Line of said vacated Market Street; thence south $62^{\circ}-33'-16''$ east 25.00 feet along said Northerly Line to the Point of Beginning. Containing 1650.17 square feet, more or less.

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Farnsworth
GROUP
7707 N. KNOXVILLE AVE, SUITE 100
PEORIA, ILLINOIS 61614
(309) 689-9888 / (309) 689-9820 Fax

EASEMENT PLAT FOR CITY OF PEKIN
OWNER: RIVERSIDE NORTH, INC.

Project No: 0120891.00
Book No:
Drawn by: SJB
Reviewed: TWE
Date: 04-24-14

1 OF 2

EASEMENT PLAT

Legal Description for Temporary Easement Number 1

Being a part of Lot-13, Block 10, Original Town, Now City of Pekin, all being situated and ling in the City of Pekin, County of Tazewell, and the State of Illinois. Being more particularly described as follows:
Commencing at the Southeast Corner of said Lot 13, thence north 62°-33'-16" west 34.13 feet along the South Line of said Lot 13 to the Point of Beginning. From said Point of Beginning, thence north 62°-33'-16" west 15.00 feet along said South Line; thence north 28°-16'-37" east 21.14 feet to a point on the apparent South Right-of-Way Line of the Peoria and Pekin Union Railroad Company; thence south 23°-32'-51" east 19.08 feet along said South Line; thence south 28°-16'-37" west 9.13 feet to the Point of Beginning. Containing 227.06 square feet, more or less.

Legal Description for Temporary Easement Number 2

Being a part of Lot-14, Block 10, Original Town, Now City of Pekin, all being situated and ling in the City of Pekin, County of Tazewell, and the State of Illinois. Being more particularly described as follows:
Commencing at the Southeast Corner of Lot 13 in said Block 10, thence north 62°-33'-16" west 74.15 feet along the South Line of said Lot 13 and the South Line of Lot 14 to the Point of Beginning. From said Point of Beginning, thence north 62°-33'-16" west 15.00 feet along the South Line of Lot 14; thence north 28°-16'-37" east 83.86 feet to a point on the apparent South Right-of-Way Line of the Peoria and Pekin Union Railroad Company; thence south 15°-29'-44" east 21.68 feet along said South Line; thence south 28°-16'-43" west 6.97 feet to a point on the apparent Westerly Right-of-Way Line of the Peoria and Pekin Union Railroad Company; thence south 74°-16'-35" west 15.76 feet along said Westerly Line to a point on the Southerly Line of said Railroad; thence south 23°-32'-51" east 14.42 feet along said Southerly Line; thence south 28°-16'-37" west 41.16 feet to the Point of Beginning. Containing 1026.35 square feet, more or less.

Legal Description for Permanent Easement 1

Being a part of Lot-13 and Lot-14, Block 10, Original Town, Now City of Pekin, all being situated and lying in the City of Pekin, County of Tazewell, and the State of Illinois. Being more particularly described as follows:
Commencing at the Southeast Corner of said Lot 13, thence north 62°-33'-16" west 49.14 feet along the South Line of said Lot 13 and Lot 14 to the Point of Beginning. From said Point of Beginning, thence north 62°-33'-16" west 25.00 feet along said South Line; thence north 28°-16'-37" east 41.16 feet to a point on the apparent South Right-of-Way Line of the Peoria and Pekin Union Railroad Company; thence south 23°-32'-51" east 31.80 feet along said South Line; thence south 28°-16'-37" west 21.14 feet to the Point of Beginning. Containing 778.80 square feet, more or less.

Legal Description for Permanent Easement 2

Being a part of Lot-14, Block 10, Original Town, Now City of Pekin, all being situated and lying in the City of Pekin, County of Tazewell, and the State of Illinois. Being more particularly described as follows:
Commencing at the Northwest Corner of said Lot 14, thence south 62°-25'-59" east 2.58 feet along the North Line of said Lot 14 to a point on South Right-of-Way Line of the Peoria and Pekin Union Railroad Company; thence south 15°-29'-44" east 37.54 feet along said South Line to the Point of Beginning. From said Point of Beginning, thence south 15°-29'-44" east 5.01 feet along said South Line to a point on the Westerly Line of said Railroad; thence south 74°-16'-35" west 4.82 feet along said Westerly Line; thence north 28°-16'-43" east 6.97 feet to the Point of Beginning. Containing 12.08 square feet, more or less.

FARNSWORTH GROUP, INC.
7707 N. KNOXVILLE AVE, SUITE 100
PEORIA, IL 61614

BY: _____
KENNETH J. SILVERTHORN
PROFESSIONAL LAND SURVEYOR NO. 3413



DATE: _____
EXP. DATE: 11-30-2014
DESIGN FIRM REGISTRATION
NO. 184-001856

TAX PARCEL:
04-34-413-011

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Farnsworth
GROUP

7707 N. KNOXVILLE AVE, SUITE 100
PEORIA, ILLINOIS 61614
(309) 689-9888 / (309) 689-9820 Fax

EASEMENT PLAT FOR CITY OF PEKIN
OWNER: RIVERSIDE NORTH, INC.

Project No: 0120891.00
Book No:
Drawn by: SJB
Reviewed: TWE
Date: 04-24-14

Owner Riverside North Inc
 Address 225 N. Second St
 Pekin, IL 61554
 County Tazewell
 Parcel No.
 P.I.N. No. 04-04-34-413-011
 Project No. CSO Phase 3
 Station 38+60
 Station 39+20
 Contract No.

TEMPORARY CONSTRUCTION EASEMENT
(Corporation)

Riverside North Inc, a corporation organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to do business under the Statutes of the State of Illinois, (Grantor), for and in consideration of Ten Dollars (\$10), receipt of which is hereby acknowledged, and pursuant to the authority given by the Board of Directors of said corporation, hereby represents that Grantor owns the fee simple title to and grants and conveys to the People of the City of Pekin, Illinois (Grantee), a temporary construction easement for the purpose of constructing a sanitary/storm sewer and other utility purposes, on, over, under, and through the following described real estate:

See attached legal description.

situated in the County of Tazewell, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

The right, easement and privilege granted herein shall terminate four years from the execution of this document, or on the completion of the proposed project, whichever is the sooner.

Grantor shall have and retain all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantors use and occupation of the premises may not interfere with Grantee's use of the premises for the purposes herein described.

Grantee shall schedule the construction in such a manner as not to restrict access to the both truck gates to the Grantor's property at the same time. Grantee shall fill any excavation to final grade with an aggregate consisting of clean white rock or other material as approved by the Grantor.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for sewer purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantors.

Dated this _____ day of _____, 2020.

Riverside North Inc.
Corporation Name

By: _____
Signature

ATTEST:

By: _____
Signature

Print Name and Title

Print Name and Title

State of _____)
County of _____) ss

This instrument was acknowledged before me on _____, 2020, by

_____, as _____
and _____, as _____
of _____.

(SEAL)

Notary Public

My Commission Expires: _____

This instrument was prepared by and after
recording return to:

City of Pekin
ATTN: Public Works
111 S. Capitol St
Pekin, IL 61554

Legal Description for Temporary Easement Number 1

Being a part of Lot-13, Block 10, Original Town, Now City of Pekin, all being situated and ling in the City of Pekin, County of Tazewell, and the State of Illinois. Being more particularly described as follows:

Commencing at the Southeast Corner of said Lot 13, thence north 62°-33'-16" west 34.13 feet along the South Line of said Lot 13 to the Point of Beginning. From said Point of Beginning, thence north 62°-33'-16" west 15.00 feet along said South Line; thence north 28°-16'-37" east 21.14 feet to a point on the apparent South Right-of-Way Line of the Peoria and Pekin Union Railroad Company; thence south 23°-32'-51" east 19.08 feet along said South Line; thence south 28°-16'-37" west 9.13 feet to the Point of Beginning. Containing 227.06 square feet, more or less.

Legal Description for Temporary Easement Number 2

Being a part of Lot-14, Block 10, Original Town, Now City of Pekin, all being situated and ling in the City of Pekin, County of Tazewell, and the State of Illinois. Being more particularly described as follows:

Commencing at the Southeast Corner of Lot 13 in said Block 10, thence north 62°-33'-16" west 74.15 feet along the South Line of said Lot 13 and the South Line of Lot 14 to the Point of Beginning. From said Point of Beginning, thence north 62°-33'-16" west 15.00 feet along the South Line of Lot 14; thence north 28°-16'-37" east 83.86 feet to a point on the apparent South Right-of-Way Line of the Peoria and Pekin Union Railroad Company; thence south 15°-29'-44" east 21.68 feet along said South Line; thence south 28°-16'-43" west 6.97 feet to a point on the apparent Westerly Right-of-Way Line of the Peoria and Pekin Union Railroad Company; thence south 74°-16'-35" west 15.76 feet along said Westerly Line to a point on the South Line of said Railroad; thence south 23°-32'-51" east 14.42 feet along said Southerly Line; thence south 28°-16'-37" west 41.16 feet to the Point of Beginning. Containing 1026.35 square feet, more or less.

Owner Riverside North Inc.
 Address 225 N. Second St
 Pekin, IL 61554
 County Tazewell
 Parcel No. lot 14
 P.I.N. No. 04-04-34-413-011
 Project No. CSO Phase 3
 Station 39+20
 Station 39+50
 Contract No.

PERMANENT EASEMENT
(Corporation)

Riverside North Inc., a corporation organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to do business under the Statutes of the State of Illinois, (Grantor), for and in consideration of Ten Dollars (\$10.00), receipt of which is hereby acknowledged, and pursuant to the authority given by the Board of Directors of said corporation, represents that Grantor owns the fee simple title to and grants and conveys to the City of Pekin, Illinois, (Grantee), a permanent easement for the purpose of sanitary/storm sewer and for other utility purposes, on, over and through the following described real estate:

See attached legal description.

situated in the County of Tazewell, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

Grantor shall have and retains all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, Grantor's use and occupation of the premises may not interfere with Grantee's use of the premises for the purposes herein described.

Grantor shall not construct any structure over the sewer easement that would prohibit the Grantee from being able to access the sewer through the normal means of construction consisting of trench excavating. Any damage to the Grantor's property caused by Grantee due to maintenance and repair in regards to this easement shall be repaired by the Grantee to match the existing conditions of the property.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by opening, improving, and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

Dated this _____ day of _____, 2020.

Corporation Name

By: _____
Signature

ATTEST:

By: _____
Signature

Print Name and Title

Print Name and Title

State of _____)
County of _____) ss
_____)

This instrument was acknowledged before me on _____, 2020, by

_____, as _____
and _____, as _____
of _____.

(SEAL)

Notary Public

My Commission Expires: _____

This instrument was prepared by and after
recording, return to:

City of Pekin
ATTN: Department of Public Works
111 S. Capitol St.
Pekin, IL 61554

Legal Description for Permanent Easement 1

Being a part of Lot-13 and Lot-14, Block 10, Original Town, Now City of Pekin, all being situated and lying in the City of Pekin, County of Tazewell, and the State of Illinois. Being more particularly described as follows:

Commencing at the Southeast Corner of said Lot 13, thence north 62°-33'-16" west 49.14 feet along the South Line of said Lot 13 and Lot 14 to the Point of Beginning. From said Point of Beginning, thence north 62°-33'-16" west 25.00 feet along said South Line; thence north 28°-16'-37" east 41.16 feet to a point on the apparent South Right-of-Way Line of the Peoria and Pekin Union Railroad Company; thence south 23°-32'-51" east 31.80 feet along said South Line; thence south 28°-16'-37" west 21.14 feet to the Point of Beginning. Containing 778.80 square feet, more or less.

Legal Description for Permanent Easement 2

Being a part of Lot-14, Block 10, Original Town, Now City of Pekin, all being situated and lying in the City of Pekin, County of Tazewell, and the State of Illinois. Being more particularly described as follows:

Commencing at the Northwest Corner of said Lot 14, thence south 62°-25'-59" east 2.58 feet along the North Line of said Lot 14 to a point on South Right-of-Way Line of the Peoria and Pekin Union Railroad Company; thence south 15°-29'-44" east 37.54 feet along said South Line to the Point of Beginning. From said Point of Beginning, thence south 15°-29'-44" east 5.01 feet along said South Line to a point on the Westerly Line of said Railroad; thence south 74°-16'-35" west 4.82 feet along said Westerly Line; thence north 28°-16'-43" east 6.97 feet to the Point of Beginning. Containing 12.08 square feet, more or less.



REQUEST FOR COUNCIL ACTION

Agenda Date: April 13, 2020
To: Council Members
From: Mark Rothert, City Manager

AGENDA ITEM: Resolution No. 81-19/20 Professional Services Agreement with SafeBuilt Illinois LLC for Building Ins

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: The city manager feels it is in the best interest of the City to contract out building inspection services as a cost-saving measure in the FY21 budget. Upon research of building inspection industry, one firm (SAFEbuilt – see attached brochure and website at <https://safebuilt.com>) stood out as being able to provide the services needed by the City to continue inspection services. SAFEbuilt was formed in 1992 to provide high quality professional inspection services to communities across Illinois and the United States. The company brings a high level of customer service, technical tools, and a professional culture in providing building inspections and plan review services.

Due to the looming start of the new fiscal year and the specialized nature of the work to be performed, a sole-source proposal was solicited from SAFEbuilt to undertake building inspection services in Pekin, starting May 1, 2020. Upon favorable review of the proposal, a 1-year professional services agreement (PSA) with SAFEbuilt was drafted and is attached for consideration. The following are highlights of the services proposed by SAFEbuilt:

- SAFEbuilt will perform services in accordance with codes, amendments and ordinances adopted by the City. The qualified professionals employed by SAFEbuilt will maintain current certifications, certificates, licenses as required for services that they provide to the City. SAFEbuilt shall use its own vehicles, tools, hardware and standard computer software package in providing its services.
- SAFEbuilt will provide a dedicated building official, all plan review, inspection coverage (excluding plumbing inspections) and any applicable permit technician functions as needed. Examples of duties for each of these positions is detailed in Exhibit A of the PSA. There are anticipated to be three (2-3) SAFEbuilt employees assigned to the City to carry out inspection services.
- Inspections requested before 4:00 p.m. will be completed the following business day.
- Pre-development meetings to applicants can be made by appointment.
- Initial comments on plan review will occur within 5 days for single family residential and up to 20 days for very large commercial projects.

Based on the proposal and professionals services agreement, staff recommends approval to proceed with SAFEbuilt as the City's building inspection contractor.

FINANCIAL IMPACT: SAFEbuilt proposes that in Year 1 of the PSA they receive 100% of building inspection fees and a monthly retainer of \$8,145.

Building Department Service Fee	\$8,145 per month or \$97,740 annually
-Building Official Services	
-Permit Technician Services	
Inspection Services (Building, Mechanical, Electrical)	100% of municipal permit fee revenues
Plan Review Services (excludes engineer review fees)	100% of municipal permit fee revenues

Amount: Estimated total cost is \$272,000

Line Item: FY21 Budget – 100-793-560500

Budgeted Amount: N/A

Remaining Funds: N/A

IMPACT IF APPROVED: City will contract out building inspections

IMPACT IF DENIED: City will not contract out building inspections

ALTERNATIVES: N/A

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

5 Year CIP. The Five-Year Capital Improvement Plan reflects all current and future capital improvement needs of the City of Pekin. The Plan is designed to be updated annually by staff and submitted to the Council for review and approval prior to the annual budget process.

Enhance Code Enforcement Services. The Council understands the importance of a strong Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.

Business Friendly Community. The Council strives to bring new businesses to Pekin while helping to maintain and expand all existing businesses. It is therefore essential to work cooperatively to make Pekin a “Business-Friendly” Community.

Efficient and Effective Municipal Operations. A fundamental responsibility of elected officials, City Staff and Employees is the exercise of good stewardship over public funds. Therefore, it is important that municipal services be delivered with maximum efficiency and effectiveness.

Employee Residency. It is the goal of the Council to develop a policy that encourages more full-time non-union employees who participate in a City funded pension program to reside within the city limits of Pekin.

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

4/10/2020

Mark A. Rothert

Mark A. Rothert, City Manager

4/10/2020

Date:

WHEREAS, the City of Pekin is a home rule municipality as described in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, the City of Pekin, as a home rule municipality, may exercise power and perform any function pertaining to its government and affairs, including, but not limited to, the power to legislate for the protection of the public health, safety, and welfare; and

WHEREAS, the City desires to enter into a Professional Services Agreement, as substantially set forth in the Exhibit A attached hereto, with SAFEbuilt Illinois, LLC, for the provision of professional building, mechanical, and electrical inspection services ("Agreement"); and

WHEREAS, the City's objective in entering into the Agreement is to reduce costs related to the performance of inspection services; and

WHEREAS, the City Council of the City of Pekin finds it is in the best interest of the City and its residents to enter in the Agreement.

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

Section 1. The findings and recitations set forth above are adopted and found to be true and correct.

Section 2. The Mayor or the City Manager is authorized and directed to negotiate and enter into the Agreement, in substantially the form attached hereto as Exhibit A, with such revisions and modifications as the Mayor or City Manager deems appropriate.

Section 3. The City Clerk is directed to attest to the execution of the Agreement as negotiated and approved by the Mayor or City Manager.

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of _____, 20____.

MAYOR

ATTEST:

CITY CLERK

Your Community. Your Partner.

TRANSFORMING COMMUNITY DEVELOPMENT

With cost effective building, infrastructure
and maintenance solutions

Attachment: SAFEbuilt Overview Brochure (2124 : Resolution No. 81-19/20 Professional Services

SAFE



Packet Pg. 346

OUR STORY

Commitment to the development and longevity of local communities.

Established in 1992, SAFEbuilt was built on the principle of serving the communities we live, work, and play in by enabling building departments to improve service quality, save money and improve community satisfaction.

Today we provide comprehensive community transformation services to over 1,000 municipalities nationally, supporting the enforcement of safe building, infrastructure and maintenance standards. Helping communities rethink staffing, redefine service delivery, and realize savings.

SERVICES DESIGNED FOR YOU

Whether your community is facing unpredictable growth, a shortage of certified staff, fluctuating workload, or a large and unique project, SAFEbuilt designs service solutions around your organizational and financial needs.



OUR VALUES: INTEGRITY ■ IMPROVEMENT ■ SERVICE ■ TEAMWORK ■ RESPECT

CORE SERVICES

Solutions that make an impact
on your community



FULL SERVICE BUILDING DEPARTMENT MANAGEMENT

- Building Officials
- Plan Review
- Inspection Services
- Permit Technicians

BUILDING INSPECTIONS

- Accessibility
- Construction Engineering
- Commercial
- Residential
- Fire
- Health
- HUD
- MEP
- New Construction
- Post-Disaster
- Roof
- Structural
- Site/Civil

PLAN REVIEW

- Commercial
- Residential
- Education Facilities
- Electronic Plan Review
- Fire
- MEP
- Post-Disaster
- Site/Civil
- Seismic
- Structural

CODE COMPLIANCE

- Land Use Inspections
- Property Maintenance Inspections
- Rental Housing Inspections
- Special Magistrate Services

PLANNING SERVICES

- Comprehensive Planning
- Land Development Codes
- Municipal Planning
- Planning & Zoning
- Transportation Planning
- Urban Design
- Community Engagement

SPECIALIZED SERVICES

- Civil Engineering
- Electrical Engineering
- Fire Services
- Surveying and Mapping
- Landscape Architecture
- Environmental
- Program and Construction Management
- Geographic Information Syst (GIS)

BENEFITS



Reduced Development Timelines



Guaranteed Turnarounds



Lower Costs & Stabilize Budgets



Eliminate Staffing Risks



Manage Demand Fluctuations



Boost Efficiencies



Improved Customer Service



Expedited Services

FAQ:

Our workload fluctuates, will we have to pay for staff we don't need?

We cater each contract to your individual community needs, so you only pay for the services you need; full service, supplemental, or on-call contracts.

What does a typical contract look like?

Contracts can be acquired through informal proposals, piggyback contracts or through a Request for Proposal (RFP). Typical contract terms are for 3 years, with options to renew for additional one-year terms.

What is a typical implementation period?

Depending on the scope of work, we can begin work 24 hours after a signed contract. However, we work with you to develop a program that best fits your needs.

Can SAFEbuilt operate on our existing technology platform?

Yes, our staff have experience working on all community development platforms as well as our proprietary solution, CommunityCore.

What are your staffing credentials?

All our staff maintain compliance with all ICC, State, and local certifications specific to their trade.

What equipment do you provide the staff?

All equipment provided can be customized to your needs, but as a standard, we provide staff with uniforms, vehicles, and all the necessary equipment (cell phone, computer, software) to perform their job.

How will SAFEbuilt staff be represented in the community?

SAFEbuilt is a proud corporate partner in all the communities we support. Whether in an office or out in the field, staff are required to behave professionally at all times and wear appropriately logoed apparel.

"Thank you for your consistently high standards and your kind assistance to our citizens and business community. With associates like you, we are demonstrating that a tag line, 'be the exception', is not just words. It is what we do day in and day out. "

*- Community Relations,
City of Johns Creek, GA*

**How can we
support your
current goals?**

**CONTACT US
TODAY!**

SAFEbuilt.com
866.944.7111
info@SAFEbuilt.com

SAFE



Packet Pg. 350

PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF PEKIN, ILLINOIS AND SAFEbuilt ILLINOIS, LLC

This Professional Services Agreement ("Agreement") is made and entered into by and between City of Pekin, Illinois, ("Municipality") and SAFEbuilt Illinois, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, ("Consultant"). Municipality and Consultant shall be jointly referred to as "Parties".

RECITALS

WHEREAS, Municipality is seeking a consultant to perform the services listed in Exhibit A – List of Services and Fee Schedule, ("Services"); and

WHEREAS, Consultant is ready, willing, and able to perform Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Municipality and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant will perform Services in accordance with codes, amendments and ordinances adopted by the elected body of Municipality. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

Unless otherwise provided in Exhibit B, Consultant shall use its own vehicles, tools, hardware and standard computer software package in providing the Services. In the event that Municipality requires that Consultant utilize hardware or software specified by or provided by Municipality, Municipality shall provide the information specified in Exhibit B. Consultant shall use reasonable efforts to comply with the requirements of Exhibit B, and Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with the requirements of Exhibit B.

2. CHANGES TO SCOPE OF SERVICES

Any changes to the Services shall be made in writing and shall specify the changes in the Scope of Service, any adjustment in compensation for Services, the timeframe for implementing such changes, and any other terms as the Parties may agree. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

3. FEE STRUCTURE

In consideration of Consultant providing services, Municipality shall pay Consultant for Services performed in accordance with Exhibit A – List of Services and Fee Schedule.

4. INVOICE & PAYMENT STRUCTURE

Consultant will invoice Municipality as SAFEbuilt, LLC, on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant's invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Consultant may suspend Services until all invoices and interest are paid in full. Municipality may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultant's invoice date. If any portion of an invoice is disputed, Municipality will submit payment within thirty (30) days after resolution of the dispute.

5. TERM

This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties. The initial term of this Agreement shall be twelve (12) months, provided that this Agreement may be renewed for successive twelve (12) month terms upon written agreement of the Parties. In the absence of written agreement to renew, this Agreement will terminate upon the expiration of the then-current twelve (12) month term.

6. TERMINATION

Either Party may terminate this Agreement, or any part of this Agreement, upon ninety (90) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

At the Municipality's option, the Consultant shall complete the final inspection of any property for which a permit was issued prior to the termination date, and which permit has not expired or final inspection pursuant to which has not been completed as of the termination date. In such case, Consultant's obligation under this Agreement is met upon (i) completion of final inspection, (ii) permit expiration, or (iii) the passage of ninety (90) days beyond the termination date, whichever occurs first. Alternatively, Municipality may exercise the option to negotiate a refund for permits where a fee has been collected by Municipality and paid to Consultant, but inspections have not been completed. The refund will be prorated according to percent of completed construction as determined by Consultant and mutually agreed upon by all Parties. No refund will be given for completed work.

7. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

8. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services. Municipality grants Consultant non-exclusive, non-transferable license to use all such materials as reasonably required to perform Service.

9. PERFORMANCE STANDARDS

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

10. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any of Consultant's personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant and Municipality agree that Consultant will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Consultant employees may provide similar services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as

determined by Consultant, to perform services for Municipality. Municipality may request that a specific employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which services are provided to Municipality, including attendance at meetings, and Consultant's employees are not subject to the direction and control of Municipality. Except where required by Municipality to use Municipality information technology equipment or where requested to perform the services from office space provided by the Municipality, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a Municipal email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between Municipality and Consultant.

11. ASSIGNMENT

Neither party shall assign all or part of its rights, duties, obligations, responsibilities, nor benefits set forth in this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Municipality. Consultant may subcontract any or all of the services to its Affiliates without notice to Municipality. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Municipality prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performances clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

12. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of or material breach of any obligation under this Agreement by Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality.

To the fullest extent permitted by law and without waiver of sovereign or statutory immunity, Municipality shall defend, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by (a) the negligence of, or material breach of any obligation under this Agreement by, Municipality or any officer, employee, representative, or agent of Municipality or (b) Consultant's compliance with Municipal law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from Municipality. If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

13. LIMITS OF LIABILITY

EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OR ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR INFRINGEMENT. IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY BE LIABLE TO ONE ANOTHER FOR INDIRECT,

INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY OTHER THAN WITH RESPECT TO PAYMENT OF OBLIGATIONS FOR SERVICES. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENDED CONDUCT, OR OTHERWISE) EXCEED THE AMOUNT OF FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT.

14. INSURANCE

- A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
 1. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee. Worker's compensation coverage in "monopolistic" states is administered by the individual state and coverage is not provided by private insurers. Individual states operate a state administered fund of workers compensation insurance which set coverage limits and rates. Monopolistic states: Ohio, North Dakota, Washington, Wyoming.
 2. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds.
 3. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
 4. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
 5. Municipality shall be named as an additional insured on Consultant's insurance coverage.
 6. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to Municipality.

15. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

16. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all work product and deliverables created by Consultant pursuant to this Agreement and all records, documents, notes, data and other materials required for or resulting from the performance of Services hereunder shall not be used by Consultant for any purpose other than the performance of Services hereunder without the express prior written consent of Municipality. All such records, documents, notes, data and other materials shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth

herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding the preceding, Consultant may use the work product, deliverables, applications, records, documents and other materials required for or resulting from the Services, all solely in anonymized form with all individually identifiable information redacted, for purposes of (i) sales and marketing of existing and future Consultant services; (ii) monitoring Service performance and making improvements to the Services. For the avoidance of doubt, Municipality's data will be provided to third parties only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant-provided software and any improvements or derivative works thereof.

Upon reasonable prior written notice, Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of Consultant that are related to this Agreement for the purposes of audit or examination, other than Consultant's financial records, and may make excerpts and transcriptions of the same at the cost and expense of Municipality.

17. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to certain records of Municipality in order for Consultant to perform its obligations under this Agreement. Consultant will provide a detailed list of requested records to Municipality for written consent. Municipal consent shall not be unreasonably withheld. Accordingly, Municipality will either provide to Consultant such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its records and record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

18. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

19. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform Municipality of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to Municipality when an assigned employee(s) is unavailable.

20. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices required by any state or federal agency, setting forth the provisions of state or federal Equal Opportunity laws. Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

21. PROHIBITION AGAINST EMPLOYING UNDOCUMENTED IMMIGRANT

Consultant is registered with and is authorized to use and uses the federal work authorization program commonly known as E-Verify. Consultant shall not knowingly employ or contract with an undocumented immigrant to perform work under this Agreement and will verify immigration status to confirm employment eligibility. Consultant shall not enter into an agreement with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an undocumented immigrant to perform work under this Agreement. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants.

22. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 25% of the annual salary, including bonus, paid to such employee by the Consultant.

23. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or deposited for mailing, pre-paid, first class United States Mail, or sent by electronic mail to the following addresses:

If to Municipality:	If to Consultant:
Mark Rothert, City Manager City of Pekin 111 South Capitol Street Pekin, Illinois 61554 Email: marothert@ci.pekin.il.us	Joe DeRosa, CRO SAFEbuilt, LLC 3755 Precision Drive, Suite 140 Loveland, CO 80538 Email: jderosa@safebuilt.com

24. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

25. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party.

26. ATTORNEY'S FEES

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

27. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

28. GOVERNING LAW AND VENUE

This Agreement shall be construed under and governed by the laws of the State of Illinois and all services to be provided will be provided in accordance with applicable federal, state and local law, without regard to its conflict of laws provisions.

29. COUNTERPARTS

This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

30. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

31. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

32. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

Thomas P. Wilkas, CFO
SAFEbuilt Illinois, LLC

Date

Signature

Date

Name and Title
City of Pekin, Illinois

EXHIBIT A – LIST OF SERVICES AND FEE SCHEDULE

1. LIST OF SERVICES

Consultant will provide a dedicated building official, all plan review and inspection coverage (excluding plumbing inspections) and any applicable permit technician functions when requested.

Building Official Services

- ✓ Be a resource for Consultant team members, Municipal staff, and applicants
- ✓ Help guide citizens through the complexities of the codes in order to obtain compliance
- ✓ Monitor changes to the codes including state or local requirements and determine how they may impact projects in the area and make recommendations regarding local amendments
- ✓ Assist Municipal staff in revising and updating municipal code to comply with adopted requirements
- ✓ Provide Building Code interpretations for final approval
- ✓ Oversee our quality assurance program and will make sure that we are meeting our agreed upon performance measurements and your expectations
- ✓ Provide training for our inspectors on Municipality adopted codes and local amendments as needed
- ✓ Oversee certificate of occupancy issuance to prevent issuance without compliance of all departments
- ✓ Attend staff and council meetings as mutually agreed upon
- ✓ Responsible for reporting for Municipality – frequency and content to be mutually agreed upon
- ✓ Responsible for client and applicant satisfaction
- ✓ Work with Municipal staff to establish and/or refine building department processes
- ✓ Issue stop-work notices for non-conforming activities related to provided services – as needed

Building, Electrical, and Mechanical Inspection Services

- ✓ Consultant utilizes an educational, informative approach to improve the customer's experience.
- ✓ Perform code compliant inspections to determine that construction complies with approved plans
 - Plumbing inspections are excluded from this Agreement
- ✓ Meet or exceed agreed upon performance metrics regarding inspections
- ✓ Provide onsite inspection consultations to citizens and contractors while performing inspections
- ✓ Return calls and emails from permit holders in reference to code and inspection concerns
- ✓ Identify and document any areas of non-compliance
- ✓ Leave a copy of the inspection ticket and discuss inspection results with site personnel

Plan Review Services

- ✓ Provide plan review services electronically or in the traditional paper format
- ✓ Review plans for compliance with adopted building codes, local amendments or ordinances
- ✓ Be available for pre-submittal meetings by appointment
- ✓ Coordinate plan review tracking, reporting, and interaction with applicable departments
- ✓ Provide feedback to keep plan review process on schedule
- ✓ Communicate plan review findings and recommendations in writing
- ✓ Return a set of finalized plans and all supporting documentation
- ✓ Provide review of plan revisions and remain available to applicant after the review is complete

Permit Technician Services

- ✓ Provide qualified individuals to perform the functions of this position
 - Available upon request by Municipality
- ✓ Facilitate the permitting process from initial permit intake to final issuance of permit
- ✓ Review submittal documents and request missing information to ensure packets are complete
- ✓ Provide front counter customer service as necessary
- ✓ Answer questions concerning the building process and requirements at the counter or over the phone
- ✓ Form and maintain positive relationships with Municipal staff and maintain a professional image

- ✓ Determine permit fees based on Municipal fee schedule as established by ordinance, if requested
- ✓ Work with Municipal Clerk to facilitate Freedom of Information Act (FOIA) requests, if requested
- ✓ Provide inspection scheduling and tracking to ensure code compliance
- ✓ Act as an office resource to inspectors in the field
- ✓ Process applications for Municipal Boards and Commissions – if requested
- ✓ Provide input, tracking and reporting to help increase efficiencies

Reporting Services

- ✓ Consultant will work with Municipality to develop a mutually agreeable reporting schedule and format

2. MUNICIPAL OBLIGATIONS

- ✓ Municipality will issue permits and collect all fees, unless Permit Technician services are requested
- ✓ Municipality will intake plans and related documents for pick up by Consultant or submit electronically
- ✓ Municipality will provide office space, desk, desk chairs, file cabinets, local phone service, internet, use of copier and fax

3. TIME OF PERFORMANCE

- ✓ Perform Services during normal business hours excluding Municipal holidays
- ✓ Permit Technician will be available to work remotely or on-site upon Municipality request
- ✓ Inspectors will be dispatched daily
- ✓ Consultants representative(s) will be available by cell phone and email

Deliverables			
INSPECTION SERVICES	Inspections requested before 4:00 p.m. completed the following business day		
PRE-SUBMITTAL MEETINGS	Provide pre-submittal meetings to applicants by appointment		
PLAN REVIEW TURNAROUND TIMES	Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents		
	Project Type: ✓ Single-family ✓ Multi-family ✓ Small commercial (under \$2M in valuation) ✓ Large commercial	First Comments 5 business days 10 business days 10 business days 20 business days	Second Comments 5 business days or less 5 business days or less 5 business days or less 10 business days or less

4. FEE SCHEDULE

- ✓ Municipality will promptly notify Consultant of any revisions or amendments to Municipal Fee Schedule
- ✓ Municipality will periodically review its Municipal Fee Schedule and valuation tables and make adjustment to reflect increases in the cost incurred by Consultant in providing Services
- ✓ Beginning January 01, 2021 and annually thereafter, the hourly rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI") for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.

- ✓ Consultant fees for Services provided pursuant to this Agreement will be as follows:

Service Fee Schedule: (Permits issued after service start date)	
Building Department Service Fee	\$8,145.00 per month
Inspection Services Building, Mechanical, Electrical	100% of Municipal Permit Fee as established by ordinance or resolution
Plan Review Services Excludes engineer review fees	100% of Municipal Plan Check Fee as established by ordinance or resolution
Building Official Services	Included in above fees
Permit Technician Service	Included in above fees
Structural Engineering Plan Review	\$150.00 per hour – one (1) hour minimum
Service Fee Schedule: (Permits issued prior to service start date)	
Inspection Services Building, Mechanical, Electrical	\$90.00 per hour – one (1) hour minimum
Plan Review Services Excludes engineer review fees	\$125.00 per hour – one (1) hour minimum
Building Official Services	\$105.00 per hour – one (1) hour minimum
Structural Engineering Plan Review	\$150.00 per hour – one (1) hour minimum
Inspection time tracked will start when Consultant checks in at Municipality or first inspection site.	
Additional Fees:	
After Hours/Emergency Inspection Services	\$100.00 per hour – two (2) hour minimum
Non-Permitted Activity (by request only)	\$100.00 per hour – one (1) hour minimum
When travel time is needed for short term staff, applicable travel time and per diem will be charged and agreed to prior to service.	

EXHIBIT B – MUNICIPAL SPECIFIED OR PROVIDED SOFTWARE

1. Consultant shall provide Services pursuant to this Agreement using hardware and Consultant's standard software package, unless otherwise provided below. In the event that Municipality requires that Consultant utilize hardware and/or software specified by and provided by Municipality, Consultant shall use reasonable commercial efforts to comply with Municipal requirements.
2. Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with Municipal requirements. Municipality will provide the following information to Consultant.

- ✓ Municipal technology point of contact information including name, title, email and phone number
- ✓ List of technology services, devices and software that the Municipality will provide may include:
 - Client network access
 - Internet access
 - Proprietary or commercial software and access
 - Computer workstations/laptops
 - Mobile devices
 - Printers/printing services
 - Data access
 - List of reports and outputs

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REQUEST FOR COUNCIL ACTION

Agenda Date: April 13, 2020
To: Council Members
From: Mark Rothert, City Manager

AGENDA ITEM: Resolution No. 82 - 19/20 Assigning Impound Fees to the General Fund

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: The City Council of the City of Pekin previously passed Resolution No. 22-15/16 directing all revenue received from impound fees collected pursuant to Section 6-2-14 of the City Code to the City's Capital Fund. Subsequently the Council directed that such revenues go to help fund storm water projects. However through Ordinance No. 2821-18/19, the City Council moved storm sewer related expenses to under the Sewer Fund that has a dedicated funding source and a fund balance to help pay for storm water projects. This move therefore relieved the need to dedicate Impound Fees to storm water projects.

In light of the COVID-19 pandemic and its uncertain effects on local government revenues to the City's General Fund, it is recommended that the Impound Fees be directed back to the General Operations Fund to support General Fund operations.

Below is a history of impound fee collections over the last ten years.

FY10 \$166,042
 FY11 \$213,280
 FY12 \$ 38,783
 FY13 \$ 85
 FY14 \$ 525
 FY15 \$ 485
 FY16 \$ 33,500
 FY17 \$153,000
 FY18 \$143,000
 FY19 \$105,675
 FY20 \$100,000 (trend)

FINANCIAL IMPACT: Upwards of \$100,000 would be deposited in the General Fund to help address the uncertain financial impacts of the COVID-19 pandemic

Amount:

Line Item:

Budgeted Amount:

Available Funds:

IMPACT IF APPROVED: Impound fees would be deposited in the General Fund

IMPACT IF DENIED: Impound fees would be deposited in the Capital Fund

ALTERNATIVES: Impound fees would be deposited in the General Fund and dedicated to fund the Street Department and street maintenance.

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

5 Year CIP. The Five-Year Capital Improvement Plan reflects all current and future capital improvement needs of the City of Pekin. The Plan is designed to be updated annually by staff and

submitted to the Council for review and approval prior to the annual budget process.

Enhance Code Enforcement Services. The Council understands the importance of a strong Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.

Business Friendly Community. The Council strives to bring new businesses to Pekin while helping to maintain and expand all existing businesses. It is therefore essential to work cooperatively to make Pekin a “Business-Friendly” Community.

Efficient and Effective Municipal Operations. A fundamental responsibility of elected officials, City Staff and Employees is the exercise of good stewardship over public funds. Therefore, it is important that municipal services be delivered with maximum efficiency and effectiveness.

Employee Residency. It is the goal of the Council to develop a policy that encourages more full-time non-union employees who participate in a City funded pension program to reside within the city limits of Pekin.

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

4/10/2020

Mark A. Rothert

Mark A. Rothert, City Manager

4/10/2020

Date:

WHEREAS, the City of Pekin is a home rule municipality as described in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, the City of Pekin, as a home rule municipality, may exercise power and perform any function pertaining to its government and affairs, including, but not limited to, the power to legislate for the protection of the public health, safety, and welfare; and

WHEREAS, the City Council of the City of Pekin previously passed Resolution No. 22-15/16 directing all revenue received from impound fees collected pursuant to Section 6-2-14 of the City Code to the City's Capital Fund; and

WHEREAS, the City Council finds that it would be more beneficial to the City to allocate such revenues to the City's General Fund.

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

Section 1. The findings and recitations set forth above are adopted and found to be true and correct.

Section 2. Effective as of the date of approval of this Resolution, all revenue generated from impound fees collected pursuant to Section 6-2-14 of the City of Pekin, Illinois, Municipal Code shall be assigned to the General Fund, and expended in the same manner as other expenditures from the General Fund.

Section 3. The City Council shall re-establish where impound fee revenues shall be deposited before the start of Fiscal Year 2021-2022.

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of _____, 20_____.

MAYOR

ATTEST:

CITY CLERK



REQUEST FOR COUNCIL ACTION

Agenda Date: April 13, 2020
To: Council Members
From: Mark Rothert, City Manager

AGENDA ITEM: Resolution No. 83-19/20 Authorizing Early Payment of Final Installment of Debt for Griffin Drive

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: On May 29, 2012, the City Council of the City of Pekin approved financing through Pekin Community Bank to pay for the construction of Griffin Drive from Veterans Drive to where it ends at the Avanti's Dome. The final annual payment on the debt service is due to be paid in September of 2020 and paid for out of the City's Tourism Fund. At present, the Tourism Fund has a remaining cash fund balance to make an early payment on loan. Paying the final payment in this month, rather than September, will save the City approximately \$2,855.00 in interest and will allow the City to meet its debt obligation without having to rely on uncertain future revenues in the Tourism Fund in the next fiscal year.

Staff recommends approval.

FINANCIAL IMPACT:

Amount: \$2,885 in savings
 Line Item: 208-208-590400
 Budgeted Amount: N/A
 Remaining Funds: N/A

IMPACT IF APPROVED: City will pay off Griffin Loan early

IMPACT IF DENIED: City will not pay off Griffin Loan early

ALTERNATIVES: N/A

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

5 Year CIP. The Five-Year Capital Improvement Plan reflects all current and future capital improvement needs of the City of Pekin. The Plan is designed to be updated annually by staff and submitted to the Council for review and approval prior to the annual budget process.

Enhance Code Enforcement Services. The Council understands the importance of a strong Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.

Business Friendly Community. The Council strives to bring new businesses to Pekin while helping to maintain and expand all existing businesses. It is therefore essential to work cooperatively to make Pekin a "Business-Friendly" Community.

Efficient and Effective Municipal Operations. A fundamental responsibility of elected officials, City Staff and Employees is the exercise of good stewardship over public funds. Therefore, it is important that municipal services be delivered with maximum efficiency and effectiveness.

Employee Residency. It is the goal of the Council to develop a policy that encourages more full-time non-union employees who participate in a City funded pension program to reside within the city limits of Pekin.

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

4/10/2020

Mark A. Rothert

Mark A. Rothert, City Manager

4/10/2020

Date:

WHEREAS, on May 29, 2012, the City Council of the City of Pekin approved financing through Pekin Community Bank to pay for the construction of Griffin Drive from Veterans Drive to where it ends at the Avanti's Dome; and

WHEREAS, the final annual payment on the debt service is due to be paid in September of 2020; and

WHEREAS, the City Finance Director has recommended that the City make the final payment in April of 2020 in order to reduce expenditures in Fiscal Year 2021; and

WHEREAS, paying the final payment in April rather than September will save the City approximately \$2,855.00 in interest; and

WHEREAS, there are sufficient funds in the City's Tourism Fund to pay the final payment on the debt service in April, which totals \$96,461.52; and

WHEREAS, the City Council of the City of Pekin finds it is in the best interest of the City to pay the debt service at this time.

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

Section 1. The findings and recitations set forth above are adopted and found to be true and correct.

Section 2. The City Finance Director is authorized and directed to make the final payment of the debt service for the Griffin Drive project on or before April 17, 2020, out of the City's Tourism Fund.

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of _____, 20____.

MAYOR

ATTEST:

CITY CLERK



REQUEST FOR COUNCIL ACTION

Agenda Date: April 13, 2020
To: Council Members
From: Mark Rothert, City Manager

AGENDA ITEM: Resolution No. 84 - 19/20 Extending School Bus Transportation with Rankin School District 98

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: The City of Pekin and Rankin School District No. 98 (“District 98”) entered into an intergovernmental agreement on April 27, 2015 (“Agreement”), pursuant to which the City provides student transportation services to District 98. By its terms, the Agreement automatically renews on July 1st of each year, unless earlier terminated by either party. The parties have sixty (60) days after each automatic renewal to reconsider and agree upon the levels of compensation payable by District 98 to the City through a memorandum of understanding (“MOU”). The attached resolution recommends adopting an MOU that extends the Agreement for the school years of 2020-2021, 2021-2022 and 2022-2023.

Staff is recommending approval based on previously approved transportation agreements with School Districts 303 and 108.

FINANCIAL IMPACT: The MOU establishes the following levels of compensation payable by the District to the City:

School Year	Compensation	% Increase
2019-2020*	\$198,793	N/A
2020-2021	\$203,763	2.50%
2021-2022	\$208,857	2.50%
2022-2023	\$214,078	2.50%

*Base School Year for calculation

Charter routes are charged at different rates.

Amount: See above
 Line Item: 501-501-450012
 Budgeted Amount: N/A
 Remaining Funds: N/A

IMPACT IF APPROVED: Transportation Contract with District 98 approved.

IMPACT IF DENIED: Transportation Contract with District 98 not approved.

ALTERNATIVES:

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

5 Year CIP. The Five-Year Capital Improvement Plan reflects all current and future capital improvement needs of the City of Pekin. The Plan is designed to be updated annually by staff and submitted to the Council for review and approval prior to the annual budget process.

Enhance Code Enforcement Services. The Council understands the importance of a strong Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.

Business Friendly Community. The Council strives to bring new businesses to Pekin while helping to maintain and expand all existing businesses. It is therefore essential to work cooperatively to make Pekin a “Business-Friendly” Community.

Efficient and Effective Municipal Operations. A fundamental responsibility of elected officials, City Staff and Employees is the exercise of good stewardship over public funds. Therefore, it is important that municipal services be delivered with maximum efficiency and effectiveness.

Employee Residency. It is the goal of the Council to develop a policy that encourages more full-time non-union employees who participate in a City funded pension program to reside within the city limits of Pekin.

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

4/10/2020

Mark A. Rothert

Mark A. Rothert, City Manager

4/10/2020

Date:

WHEREAS, the City of Pekin and Rankin School District No. 98 (“District 98”) entered into an intergovernmental agreement on April 27, 2015 (“Agreement”), pursuant to which the City provides student transportation services to District 98; and

WHEREAS, by its terms, the Agreement automatically renews on July 1st of each year, unless earlier terminated by either party; and

WHEREAS, the parties have sixty (60) days after each automatic renewal to reconsider and agree upon the levels of compensation payable by District 98 to the City through a memorandum of understanding (“MOU”); and

WHEREAS, the parties wish to renew the Agreement and agree on new levels of compensation payable by District 98 to the City for services provided pursuant to the Agreement; and

WHEREAS, the parties have agreed to a three-year compensation schedule for school years 2020-2021, 2021-2022, and 2022-2023 for student transportation services provided by the City, which is set forth in the MOU attached hereto as **Exhibit A**; and

WHEREAS, the City Council of the City of Pekin finds it is in the best interest of the City to renew the transportation services provided pursuant to the Agreement in accordance with the terms of the MOU.

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

Section 1. The findings and recitations set forth above are adopted and found to be true and correct.

Section 2. The Mayor is authorized and directed to execute and the City Clerk is directed to attest to the MOU attached hereto as **Exhibit A**.

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of _____, 20_____.

MAYOR

ATTEST:

CITY CLERK

MEMORANDUM OF UNDERSTANDING

Now comes the City of Pekin (hereinafter the “City”) and the Rankin School District #98 (hereinafter the “District,” and the City and District together referred to as the “Parties”) whereby the Parties wish to mutually extend their intergovernmental agreement (hereinafter “Agreement”) entered into on April 27, 2015, upon mutually agreeable compensation terms.

WHEREAS, the Agreement between the City and the District for school bus transportation services automatically extends each July 1st for an additional year; and

WHEREAS, the Parties have sixty (60) days after each automatic extension to reconsider and agree upon the levels of compensation payable by the District to the City through a memorandum of understanding (hereinafter “MOU”); and

WHEREAS, pursuant to paragraph 13 of the existing Agreement, the Parties wish to agree to a three year compensation schedule for school years 2020-2021, 2021-2022 and 2022-2023 for related school bus transportation services provided by the City.

NOW THEREFORE BE IT AGREED UPON BY THE PARTIES THAT:

1. The findings and recitations set forth above are adopted and found to be true and correct.
2. The City and the District find that continuing the Agreement for school bus transportation services is in the best interest of each of the Parties.
3. The compensation paid to the City of Pekin by the District shall be in accordance with Exhibit A and summarized by the following rate schedule:

School Year	Compensation	% Increase
2019-2020*	\$198,793.00	N/A
2020-2021	\$203,762.83	2.50%
2021-2022	\$208,856.90	2.50%
2022-2023	\$214,078.32	2.50%

*Base School Year for calculation

There shall be no decrease in the rates in any year and they shall be paid in 10 equal monthly installments beginning September 1 of each year and every month thereafter.

4. Special rates for Washington Central Intermediate School are set forth in Exhibit B.
5. As per Exhibit C, charges for fuel and charter trips will be billed monthly and due 30 days from invoice.
6. If additional routes are added, the Parties will mutually agree to the compensation for additional service.
7. The Parties shall also work together throughout the school year to address and develop a collaborative response to any student behavior or student management and discipline issues on school buses.

CITY OF PEKIN

By _____
Its Mayor

Dated: _____

ATTEST:

By _____
Its City Clerk

RANKIN SCHOOL DISTRICT #98

By _____
President, Board of Education

Dated: _____

ATTEST:

By _____
Secretary, Board of Education

Exhibit A**Annual Rate and Fee Schedule**

2019-2020	RATE	QTY/ DAY	DAILY TOTALS	DAYS
(Base Year)				
Regular Transportation	\$217.00	3	\$651.00	174
Early Childhood	\$175.00	1	\$175.00	174
Algebra	\$38.00	1	\$38.00	174
Special Ed - Hammitt	\$185.00	1	\$185.00	174
Special Ed - Hammitt Summer	\$185.00	1	\$185.00	45
Special Ed - Schramm	\$38.00	1	\$38.00	174
Special Ed - Schramm Summer	\$38.00	1	\$38.00	35
TOTALS				

TOTALS	PAYMENTS	MONTHLY AMOUNT
\$113,274.00	10	\$11,327.40
\$30,450.00	10	\$3,045.00
\$6,612.00	10	\$661.20
\$32,190.00	10	\$3,219.00
\$8,325.00	1	\$8,325.00
\$6,612.00	1	\$6,612.00
\$1,330.00	1	\$1,330.00
\$198,793.00		

2020-2021	RATE	QTY/ DAY	DAILY TOTALS	DAYS
Regular Transportation	\$222.43	3	\$667.28	174
Early Childhood	\$179.38	1	\$179.38	174
Algebra	\$38.95	1	\$38.95	174
Special Ed - Hammitt	\$189.63	1	\$189.63	174
Special Ed - Hammitt Summer	\$189.63	1	\$189.63	45
Special Ed - Schramm	\$38.95	1	\$38.95	174
Special Ed - Schramm Summer	\$38.95	1	\$38.95	35
TOTALS				

TOTALS	PAYMENTS	MONTHLY AMOUNT
\$116,105.85	10	\$11,610.59
\$31,211.25	10	\$3,121.13
\$6,777.30	10	\$677.73
\$32,994.75	10	\$3,299.48
\$8,533.13	1	\$8,533.13
\$6,777.30	1	\$6,777.30
\$1,363.25	1	\$1,363.25
\$203,762.83		

2021-2022	RATE	QTY/ DAY	DAILY TOTALS	DAYS
Regular Transportation	\$227.99	3	\$683.96	174
Early Childhood	\$183.86	1	\$183.86	174
Algebra	\$39.92	1	\$39.92	174
Special Ed - Hammitt	\$194.37	1	\$194.37	174
Special Ed - Hammitt Summer	\$194.37	1	\$194.37	45
Special Ed - Schramm	\$39.92	1	\$39.92	174
Special Ed - Schramm Summer	\$39.92	1	\$39.92	35
TOTALS				

TOTALS	PAYMENTS	MONTHLY AMOUNT
\$119,008.50	10	\$11,900.85
\$31,991.53	10	\$3,199.15
\$6,946.73	10	\$694.67
\$33,819.62	10	\$3,381.96
\$8,746.45	1	\$8,746.45
\$6,946.73	1	\$6,946.73
\$1,397.33	1	\$1,397.33
\$208,856.90		

2022-2023	RATE	QTY/ DAY	DAILY TOTALS	DAYS
Regular Transportation	\$233.69	3	\$701.06	174
Early Childhood	\$188.46	1	\$188.46	174
Algebra	\$40.92	1	\$40.92	174
Special Ed - Hammitt	\$199.22	1	\$199.22	174
Special Ed - Hammitt Summer	\$199.22	1	\$199.22	45
Special Ed - Schramm	\$40.92	1	\$40.92	174
Special Ed - Schramm Summer	\$40.92	1	\$40.92	35
TOTALS				

TOTALS	PAYMENTS	MONTHLY AMOUNT
\$121,983.71	10	\$12,198.37
\$32,791.32	10	\$3,279.13
\$7,120.40	10	\$712.04
\$34,665.11	10	\$3,466.51
\$8,965.11	1	\$8,965.11
\$7,120.40	1	\$7,120.40
\$1,432.26	1	\$1,432.26
\$214,078.32		

Exhibit B**Special Rate for Washington Central Intermediate School**

School Year	Compensation per day	% Increase	Days	Totals	Payments	Monthly Payments
2019-2020*	\$245.52	N/A	174	\$42,720.48	10	\$4,272.05
2020-2021	\$251.66	2.50%	174	\$43,788.49	10	\$4,378.85
2021-2022	\$257.95	2.50%	174	\$44,883.20	10	\$4,488.32
2022-2023	\$264.40	2.50%	174	\$46,005.28	10	\$4,600.53

*Base School Year for calculation

Exhibit C**Fuel Reimbursement Policy**

Effective August 1, 2020

1. Fuel usage will be determined on a monthly basis.
2. Invoicing of the fuel will be at the cost of the fuel.
3. Invoices will be billed monthly.

Bus Special Charter Price Schedule

Effective August 1, 2020

Charters (Mon-Fri)

School Year	Per Mile	Per Hour	Minimum Charge	% Increase
2019-2020*	\$1.00	\$23.00	\$40.00	N/A
2020-2021	\$1.00	\$23.58	\$41.00	2.50%
2021-2022	\$1.00	\$24.16	\$42.03	2.50%
2022-2023	\$1.00	\$24.77	\$43.08	2.50%

*Base School Year for calculation

Charters (Sat-Sun)

School Year	Per Mile	Per Hour	Minimum Charge	% Increase
2019-2020*	\$1.00	\$34.50	\$40.00	N/A
2020-2021	\$1.00	\$35.36	\$41.00	2.50%
2021-2022	\$1.00	\$36.25	\$42.03	2.50%
2022-2023	\$1.00	\$37.15	\$43.08	2.50%

*Base School Year for calculation



REQUEST FOR COUNCIL ACTION

Agenda Date: April 13, 2020
To: Council Members
From: Mark Rothert, City Manager

AGENDA ITEM: Resolution No. 85-19/20 Regarding Bus Transportation Agreement with School District 137 -South Pekin

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: The City of Pekin and South Pekin Grade School District No. 137 (“District 137”) do not have a formal intergovernmental agreement (IGA) for bus transportation services, even though the service has been provided to the District for years. Attached is an intergovernmental agreement spelling out the terms and conditions for bus transportation services that is akin to agreements in place with other Pekin area school districts. The IGA is for the school years of 2020-2021, 2021-2022 and 2022-2023. Staff is recommending approval based on previously approved transportation agreements with School Districts 303 and 108.

FINANCIAL IMPACT: The IGA establishes the following levels of compensation payable by the District to the City:

School Year	Compensation	% Increase
2019-2020*	\$34,800	N/A
2020-2021	\$35,670	2.50%
2021-2022	\$36,562	2.50%
2022-2023	\$37,476	2.50%

*Base School Year for calculation

Charter routes are charged at different rates.

Amount: See Above
 Line Item: 501-501-450012
 Budgeted Amount: N/A
 Available Funds: N/A

IMPACT IF APPROVED: The City and District enter into a transportation services agreement

IMPACT IF DENIED: The City and District do not enter into a transportation services agreement

ALTERNATIVES: N/A

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

5 Year CIP. The Five-Year Capital Improvement Plan reflects all current and future capital improvement needs of the City of Pekin. The Plan is designed to be updated annually by staff and submitted to the Council for review and approval prior to the annual budget process.

Enhance Code Enforcement Services. The Council understands the importance of a strong Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.

Business Friendly Community. The Council strives to bring new businesses to Pekin while helping to maintain and expand all existing businesses. It is therefore essential to work cooperatively to make Pekin a “Business-Friendly” Community.

Efficient and Effective Municipal Operations. A fundamental responsibility of elected officials, City Staff and Employees is the exercise of good stewardship over public funds. Therefore, it is important that municipal services be delivered with maximum efficiency and effectiveness.

Employee Residency. It is the goal of the Council to develop a policy that encourages more full-time non-union employees who participate in a City funded pension program to reside within the city limits of Pekin.

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

4/10/2020

Mark A. Rothert

Mark A. Rothert, City Manager

4/10/2020

Date:

WHEREAS, for many years the City of Pekin has provided student transportation services to South Pekin Grade School District No. 137 (“District 137”); and

WHEREAS, the City and District 137 desire to continue the provision of student transportation services by the City to District 137, pursuant to the terms of the intergovernmental agreement (“Agreement”) attached hereto as **Exhibit A**; and

WHEREAS, the City Council of the City of Pekin finds it is in the best interest of the City to enter into the Agreement with District 137 substantially as set forth in **Exhibit A**.

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

Section 1. The findings and recitations set forth above are adopted and found to be true and correct.

Section 2. The Mayor is authorized and directed to execute and the City Clerk is directed to attest to the Agreement attached hereto as **Exhibit A**, with such changes as the Mayor deems necessary and appropriate.

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of _____, 20_____.

MAYOR

ATTEST:

CITY CLERK

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT made and entered into on or as of the _____ day of _____, 2020, by and between the **CITY OF PEKIN**, a municipal corporation located in Tazewell County, Illinois (the "City") and **SOUTH PEKIN GRADE SCHOOL DISTRICT NO. 137** located in Tazewell County, Illinois ("District 137"), are sometimes hereinafter referred to as the "School District."

RECITALS

A. The City has for many years provided transportation services to the School District for the purpose of bussing students to and from schools operated by the School District and bussing students to and from various extracurricular activities ("Transportation Services").

B. The City has made a significant investment in equipment and personnel for the purpose of providing such Transportation Services.

C. Because of its investment in equipment and personnel, the City desires to continue to provide Transportation Services to the School District under the terms and conditions hereinafter set forth.

D. By contracting with the City for Transportation Services, the School District can devote its administrative resources to their core mission of educating students attending their schools.

NOW, THEREFORE, in consideration of the foregoing recitals and in consideration of the mutual covenants and agreements hereinafter set forth, the City and the School District agree as follows:

1. **SCOPE OF SERVICES:** The City shall during the term of this Agreement provide Transportation Services to the School District in the manner hereinafter provided. Transportation Services shall include both regular and special needs transportation to and from school ("Basic Transportation") as well as transportation to and from field trips, athletic trips and other trips which are not a part of the regular daily routine ("Additional Transportation"). Transportation Services shall be provided for each and every day that school is in session.

The City shall maintain all data necessary for the proper completion of reports required by the Illinois State Board of Education. The City shall tender such records to the School District annually and shall separately maintain a copy of any such records for a period of at least three years after tender to the School District.

2. **COMPENSATION:** The School District shall compensate the City for Basic Transportation and for Additional Transportation in accordance with the schedule set forth in the attached "Exhibit A." The School District shall additionally reimburse the City for the actual cost of fuel used in the performance of the Transportation Services as provided in "Exhibit A."

Compensation for Transportation Services shall be paid to the City by the School District in nine (9) equal monthly installments commencing with the month of September of each school term. The City shall, on or before the fifth day of each month, submit to the School District an invoice for all amounts due the City for the preceding calendar month, including Basic Transportation, Additional Transportation,

and fuel costs. The School District shall pay the amount due within thirty (30) days of its receipt of the monthly statement, except that payment for any disputed items may be withheld until mutual agreement is reached between the parties relative to the disputed item or until the matter is otherwise resolved in the manner provided by law.

The compensation schedules may be adjusted upon extension of this Agreement in the manner hereinafter set forth.

3. **EQUIPMENT:** The City shall provide sufficient buses of the various types and capacities required to enable it to meet the daily transportation needs of the School District.

The City shall keep and maintain all equipment used to provide Transportation Services in strict compliance with the State of Illinois Minimum Standards for School Buses, as promulgated by the Illinois State Board of Education and by the Illinois Department of Transportation, as well as all applicable federal and local laws. All equipment shall be maintained in a mechanical condition sufficient at all times to pass any required Inspections. Buses shall be kept in clean and sanitary condition. All equipment must be open to examination by authorized personnel of the School District during normal working hours. All vehicles shall be inspected in accordance with any applicable legal requirements. Any vehicle that is not in compliance with applicable standards shall not be used to deliver Transportation Services. Standby vehicles shall meet the same standards as regular route vehicles.

In order to safely transport students with special needs, the City shall provide a sufficient number of hospital type vans and buses. Vans and buses transporting students with wheelchairs shall be equipped with an access ramp, adjustable safety locks and seat retainers. Seat belts, harnesses and/or other equipment shall also be provided for students with special needs as required by the School District.

All buses shall be equipped with an operable two-way radio system. Alternatively, each driver shall carry a cellular telephone in good working order. The City shall provide and maintain a sufficient quantity of backup radios or cell phones to ensure that buses never operate in violation of this provision. Radio equipment shall have at a minimum power of twenty-watts and operate on a business band FM frequency. Drivers shall maintain constant radio or cell phone contact with The City's central dispatch.

All buses shall be equipped with a child reminder system to ensure students are not accidentally left on a bus.

The City shall maintain and use video and audio surveillance cameras on all buses. The purpose of this equipment is to monitor conduct and maintain a safe environment for students and staff. Except as otherwise provided by law, only the superintendent of the School District or their designees, management personnel from the City's bus transportation department, parents of any student involved in an incident, and police officers will be allowed to review recordings and data from video surveillance equipment. The City shall post signs on its school buses in accordance with the requirements of the Illinois Eavesdropping Act (720 ILCS 5/14-1 et seq.) to notify students and parents of the presence of the surveillance system on the buses.

The City shall locate or house its transportation operations within the boundaries of the School District, or at an acceptable satellite office as approved by the School District. Transportation operations

shall include the bus garage, mechanical repair operations, bus parking, and personnel including the manager, secretary, dispatcher, and mechanics. Satellite office shall mean bus office, bus parking or ports, and personnel including the manager, secretary, and dispatcher.

Vehicles used to transport students shall not exceed an average age of ten years during the term of this Agreement or any extension thereof. The City shall keep enough standby equipment available to assure that it can provide uninterrupted service in the event of mechanical breakdowns. A minimum of one standby vehicle for every twelve regular vehicles shall be available.

4. **ROUTES AND TIME SCHEDULES:** Routes shall be established by the City and approved by the School District to satisfy the transportation needs of the School District. Routes shall be established no later than August 15th of the school year. The City shall work closely with the School District to plan the routes and otherwise fulfill its obligations under this Agreement. The School District reserves the right to modify the routes and schedules for buses transporting its students and to make changes therein. The School District shall notify the City whenever changes in routes or time schedules are necessary and the City shall make every reasonable effort to adjust its operations so as to accommodate all such changes on the next business day after notice is received from the School District.

All schedules shall be established to protect the safety of school children, to deliver students within a reasonable time prior to the opening of the various schools, and to return them to their respective bus stops within a reasonable time after the close of the school day. No route may exceed one hour in length, with the exception of athletic, field trips and/or other occasional trips. All time schedules shall be supplied by the School District. The School District retains the right to schedule the start and ending times of school, early release days, emergency days and the like.

The School District retains the right to set bus runs, including stops and stop locations, and bus routes, including the "piggy-backing" of runs. The School District utilizes logistics software for transportation scheduling and route determination. Employees of the City having responsibility for scheduling and route determination must be proficient in the use of that software.

In the event the School District cancels or delays school because of inclement weather or any other reason, the Superintendent of the School District or his/her designee shall notify the City prior to 6:00 a.m., prevailing time, on the day of such cancellation or delay. In the event that school is to be dismissed early, the Superintendent or his/her designee shall notify the City not less than two hours before such early dismissal. The decision of the Superintendent shall be final.

5. **OPERATIONS PERSONNEL:** The parties to this Agreement acknowledge that the transportation of school children is a unique and specialized professional service. It is essential that the students be transported to and from school regularly, promptly, safely and without interruption or incident and that the safety of the children during transportation shall take precedence over the interests of both the City, its drivers and the School District. It shall be a primary obligation of the City to operate its transportation system so that the School District will be assured of this continuous, safe, and reliable service.

The City shall provide staff sufficient to answer telephone calls regarding school Transportation Services from 7:30a.m. through 4:30 p.m. each school day, and when regular transportation buses are in

service.

The City shall provide qualified and appropriate drivers for each vehicle operated in performance of this Agreement. Drivers shall be assigned on a permanent basis to specific routes and schedules. Substitute drivers may be used only when it is not possible for the regularly assigned driver to be available.

Drivers must be fully licensed in accordance with all state and federal laws, rules and regulations. The City shall provide all drivers with periodic in-service training relative to all facets of the driver's job and shall insure that all drivers have successfully completed a Red Cross approved first aid course prior to operating a bus under this Agreement.

The School District shall have the right to request the removal of any person or driver employed by the City who, in the opinion of the Superintendent of the School District, is not qualified or appropriate to operate a school bus or otherwise assist the City in performing this Agreement. Subject to this overriding right, the responsibility for hiring and discharging personnel charged with delivering Transportation Services under this Agreement rests entirely with the City. The City shall not enter into any agreement or arrangement with any employee, person, group or organization, which in any way impedes or prevents the School District from exercising its right to require dismissal.

The City shall provide the School District with the names and all other available information for all personnel it expects to use in fulfillment of this Agreement. All applicants for a school bus driver permit must be fingerprinted and cleared by an Illinois specific background check before a school bus driver permit can be issued. No person may be employed who has been convicted of committing or attempting to commit any one or more of the offenses listed in Section 10-21.9(c) of the School Code of Illinois. The City shall reimburse the School District for the cost of all such investigations.

School bus drivers and monitors, if any, shall assist special needs students on and off the City's vehicles and shall be responsible for safely seating such students and for properly applying the safety locks and restraining devices which are provided for the safety of such students.

The City shall furnish and the City shall require its drivers to properly wear and display a photo identification badge at all times they are providing Transportation Services for the School District.

6. **STUDENT DISCIPLINE:** Decisions regarding the discipline of students shall rest with the principals, Superintendent, or Board of Education of the School District. The City shall submit for review by the School District those rules and regulations for student conduct and disciplinary procedures which are to apply on buses and other vehicles transporting students. In order to operate the buses in a safe and efficient manner. The driver is responsible only for discipline required while operating the bus; beyond this point, he/she shall ask for assistance from the City Transportation Director or the administration of the School District. If, in the opinion of the driver, the behavior of any person on the bus threatens or prevents the driver from operating the bus without endangering passengers on the bus, the driver shall stop the bus and take whatever emergency action (if any) is necessary to ensure the safety of the passengers. As soon as reasonably possible thereafter, the driver shall report such occurrence to the City's central dispatch. Under no circumstances may a driver refuse to transport a student who is assigned to his bus without express consent from the School District.

Immediately after any such incident, the driver shall advise the administrator of the building to which the students on the bus are most generally assigned, of all instances of serious misbehavior on the bus and shall assist the building administrator (or his designee) in obtaining whatever information is desired with respect to each incident.

Further administrative procedures and regulations shall be established cooperatively between the School District and the City.

All damages to the City's equipment or facilities including damage caused by vandalism will be the responsibility of the City.

7. **MANAGEMENT PERSONNEL:** The City shall provide a full-time manager and an assistant manager of its school transportation department, a permanent dispatcher, and adequate personnel to provide proper supervision over its employees and to keep and maintain proper transportation records for the School District. The City shall ensure that at least two managers/supervisors will be on duty during regular transportation operations to respond onsite to emergency situations when they arise. The School District shall supply the City with access to any student transportation management system used by the School District to assist in the management of transportation information and records. The City shall supply the School District with a copy of their bus driver training manual, employee handbook, and evaluation instruments.

8. **CENTRAL DISPATCH:** The City shall maintain a central dispatch station with clear and complete two-way radio or cellular telephone contact with all bus drivers operating buses used to provide Transportation Services under this Agreement.

The City shall employ a permanent dispatcher assigned to central dispatch. That person, or a competent substitute, shall be on duty at central dispatch at all times when the City provides Transportation Services under this Agreement.

The City's central dispatch shall be in direct radio or telephone contact with the Superintendent of the School District (or his/her designee) at all times when Transportation Services are being provided under this Agreement. Central dispatch shall in all instances where, in the opinion of the driver, the behavior of any person on the bus threatens or prevents the driver from operating the bus without endangering the passengers on the bus, notify the Superintendent (or his/her designee) of the School District of the circumstances and shall then convey the directions, judgment and advice of the Superintendent (or his/her designee) to the driver. Central dispatch shall thereafter follow up with the driver to ensure that the bus is thereafter operated in accordance with the directions, judgment and advice of the Superintendent.

Central dispatch shall require all drivers to advise the administrator of the building in which the students from the bus are most generally assigned of all instances of serious misbehavior on a bus operated pursuant to this Agreement and shall assist the building administrator (or his designee) in obtaining whatever information they may desire relative to each incident.

9. **SAFETY PROGRAM:** The safety and best interests of the children being transported shall be a primary concern of the School District and the City. In addition to the safety requirements of

state and federal laws and regulations, the City shall work with the School District to develop an in-service safety program relative to the rendering of all facets of Transportation Services under this Agreement. As part of the in- service program, a qualified driver/supervisor (employed by the City) shall ride with every driver at least once each semester and evaluate the performance of the driver. Documentation of these check rides shall be available to the School District. The City shall conduct periodic school bus safety and evacuation drills, as prescribed by law and as arranged with the School District. A management level employee of the City shall attend annual meetings conducted by the School District for the purpose of conducting transportation and safety drills.

In the judgment of the City and to the extent required to maintain safety on a school bus, the City shall provide a monitor to assist in the transportation of children. The School District reserves the right to request that a monitor be placed upon a bus if in its sole discretion an unsafe condition exists that has not been adequately addressed by the City. The City shall assume the costs of a monitor if, in the opinion of the School District, safety could otherwise be maintained without a monitor had the City taken appropriate remedial action to correct the unsafe condition(s).

Monitors are to be included on designated runs as determined by the School District, especially for special needs children. The School District shall identify those runs requiring monitors to serve the needs of its students. The School District shall assume the costs associated with such monitors.

The City shall not allow any person other than students, supervisors of the City's school bus transportation department, drivers in training, bus monitors and employees of the School District to ride a bus without the written consent of authorized officials of the School District.

In the event of emergencies (tornado, earthquake, fire, bomb threats, terrorist acts) when student evacuation is necessary, the City will transport students to a safe and secure area as identified by the School District. There will be no additional cost to the School District for transporting students during an emergency evacuation.

10. **INSURANCE:** The City shall provide and maintain public liability and property damage insurance coverage throughout the entire term hereof as follows:

- A. **General Liability:**
 - \$1,000,000 each occurrence -including Bodily Injury, Property Damage, Blanket Contractual liability
 - \$1,000,000 personal injury and advertising injury
 - \$1,000,000 fire damage legal liability
 - \$2,000,000 general aggregate limit
 - \$2,000,000 products/completed operations limit Coverage to be written on an occurrence form
 - Coverage to include a "per job" aggregate endorsement
- B. **Automobile Liability:**
 - \$1,000,000 - Combined Single Limit- Bodily Injury/ Property Damage
 - \$5,000 - Medical Payments
 - \$1,000,000 - Uninsured Motorist/Underinsured Motorist

- C. Worker's Compensation:
 \$500,000 - Employer's Liability- Each accident
 \$500,000 - Employer's Liability- Disease -Policy limit
 \$500,000 - Employer's Liability- Disease -Each employee
- D. Umbrella/Excess Liability:
 \$8,000,000 - Each Occurrence
 \$8,000,000 -Aggregate

A certificate of insurance evidencing such policies shall be provided no later than the commencement of this Agreement. Said certificate of insurance shall include the following additional provisions for all of the above policies:

- (1) The School District shall be named as an "additional insured". The City's insurance shall be primary and the certificate holder's insurance shall be non-contributory".
- (2) The City's policies shall be endorsed to include "waiver of subrogation" in favor of the School District.
- (3) The City's insurance policies shall contain a covenant by the issuing company that the policies shall not be canceled or reduced in coverage unless a sixty (60) day prior written notice by registered mail is given to the School District. The cancellation provisions of the certificate of insurance shall be amended to include "notice will be mailed". Any wording like "endeavor to" shall be removed.

These insurance provisions shall remain open for review and may be changed at any time by the School District. Any charges to insurance policies that would result in a change in premiums shall be negotiated.

11. **LAWS AND REGULATIONS:** During the entire term of this Agreement, the City shall comply in every respect with all laws, rules and regulations of the State of Illinois and the United States affecting or regulating the transportation of school children, including but not limited to the Motor Vehicle Code and the School Code of Illinois, and the rules promulgated by the Illinois State Board of Education and Illinois Department of Transportation.

12. **DURATION OF AGREEMENT:** This Agreement shall be effective from and after July 1, 2020, and shall continue in force and effect until June 30, 2023. The City shall supply requested summer school transportation, which shall be considered part of the preceding school term.

13. **EXTENSION OF AGREEMENT:** Unless terminated for cause prior to its expiration in the manner herein set forth, this Agreement shall upon the expiration of its initial term be automatically extended for additional consecutive terms of one (1) year until such time as any party to this Agreement exercises an option to terminate in the manner set forth in this paragraph. Any party to this Agreement may at its option elect to terminate this Agreement by providing a notice of termination to the remaining parties by March 1 of the final year of the initial term of the Agreement or by March 1 of the final year of any extension of this Agreement. Upon optional termination of this Agreement by any party, the remaining

parties shall no longer be bound by this Agreement. In the event of an automatic extension of this Agreement, the parties shall within sixty (60) days after such automatic extension reconsider the level of compensation payable by the School District to the City. If upon such reconsideration the parties reach agreement to modify the level of compensation payable by the School District to the City, a memorandum of such agreement shall be prepared and signed by all parties. The terms of any such memorandum shall supersede any contrary terms of this Agreement. In the event the parties are unable within such sixty (60) day period to agree upon the level of compensation payable to the City, this Agreement shall expire at the end of such sixty (60) day period and the automatic extension previously occurring shall have no force or effect.

14. **NOTICES:** All notices herein shall be in writing and shall be deemed to be effective as of the date of actual delivery if by personal delivery or as of the third day from and including the day of posting if mailed by certified or registered mail return receipt requested with postage prepaid:

If to the City: City of Pekin
 Attention: City Manager
 111 S. Capitol Street Pekin, IL 61554

If to District 137: South Pekin Grade School District No. 137
 Attention: Superintendent
 206 Main Street, South Pekin, IL 61564

or to such replacement parties as may from time to time be identified by written notice.

15. **RESERVATIONS:** The School District reserves the right to use other transportation services for field trips, shuttle bus, athletic activities, out-of-district transportation, and other purposes not included in regular School District routes. This does not preclude the possibility that the School District may combine some of these types of activities where logical and compatible with regular routing.

16. **BREACH AND OPPORTUNITY TO CURE; DEFAULT; TERMINATION FOR CAUSE:** Before any failure of any Party to this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure to perform shall notify in writing the Party alleged to have failed to perform of the alleged failure and shall demand performance. A copy of such notice shall be delivered on all other parties to this Agreement. No breach of this Agreement may be found to have occurred if performance is completed to the reasonable satisfaction of the complaining party within thirty (30) days after receipt of such notice, or in the case of a failure which by its nature takes in excess of thirty (30) days to cure, such longer period of time as may be reasonably necessary to cure the same provided that the curing party is pursuing said cure with due diligence. If a breach identified in such notice has not been cured within the time allowed by this paragraph, the complaining party may at its option declare the breaching party to be in default of its obligations under this Agreement by giving notice of default to all other parties. With such notice of default, the complaining party may at its option terminate this Agreement without any further obligation to the remaining parties. Upon termination for cause by any party as provided in this paragraph, the remaining parties shall no longer be bound by this Agreement.

17. **CITY NOT AN AGENT:** The City enters into this agreement for furnishing

transportation only as an independent contractor and further acknowledges that it is not a representative, agent, joint venture, official, or employee of the School District.

18. **FORCE MAJEURE:** In the event the City's performance of this Agreement is temporarily interrupted due to Acts of God, civil disturbances, labor disputes or strikes, Governmental acts, regulations or executive order, or for other causes not chargeable to the City, then in lieu of any other remedy the School District shall have the right and option to take possession and control of all school buses, operating equipment, tools, supplies, parts, and other items of property kept by the City for the purpose of providing and furnishing Transportation Services under this Agreement and to keep and use all such property belonging to the City for the duration of such interruption in order to operate its Transportation Services. During such time the School District shall keep accurate accounts of the services used by it in maintaining such Transportation Services, as if performed pursuant to this Agreement, and of all expenditures made by the School District for such operations. The School District shall continue to pay the City for the duration of such interruption, such amounts as would otherwise be due under this Agreement less the amounts of its expenditures and costs. In the event of damage to property of the City because of Acts of God, civil disturbances, labor disputes or strikes, regulations or executive order, the School District shall have no liability for damage directly resulting from the aforementioned causes.

CITY OF PEKIN

By _____
Mayor

ATTEST:

By _____
City Clerk

**SOUTH PEKIN GRADE SCHOOL DISTRICT
NO. 137**

By _____
President, Board of Education

ATTEST:

By _____
Secretary, Board of Education

EXHIBIT A**SOUTH PEKIN SCHOOL DISTRICT RATES****Annual Rate and Fee Schedule: Basic Transportation**

Effective August 1, 2020

YEAR	TRANSPORTATION TYPE	RATE / DAY	DAYS	ANNUAL COST
2019-2020*	Regular Transportation	\$200.00	174	\$34,800.00
2020-2021	Regular Transportation	\$205.00	174	\$35,670.00
2021-2022	Regular Transportation	\$210.13	174	\$36,561.75
2022-2023	Regular Transportation	\$215.38	174	\$37,475.79

*Base School Year for calculation

Annual Rate and Fee Schedule: Additional Transportation**Charters (Mon-Fri)**

YEAR	PER MILE	PER HOUR	MINIMUM CHARGE	% INCREASE
2019-2020*	\$1.00	\$23.00	\$40.00	N/A
2020-2021	\$1.00	\$23.58	\$41.00	2.50%
2021-2022	\$1.00	\$24.16	\$42.03	2.50%
2022-2023	\$1.00	\$24.77	\$43.08	2.50%

Charters (Sat-Sun)

YEAR	PER MILE	PER HOUR	MINIMUM CHARGE	% INCREASE
2019-2020*	\$1.00	\$34.50	\$40.00	N/A
2020-2021	\$1.00	\$35.36	\$41.00	2.50%
2021-2022	\$1.00	\$36.25	\$42.03	2.50%
2022-2023	\$1.00	\$37.15	\$43.08	2.50%

*Base School Year for calculation

Fuel Reimbursement Policy

Effective August 1, 2020

1. Fuel usage will be determined on a monthly basis.
2. Invoicing of the fuel will be at the cost of the fuel.
3. Invoices will be billed monthly.



REQUEST FOR COUNCIL ACTION

Agenda Date: April 13, 2020
To: Council Members
From: John Dossey, Police Chief

AGENDA ITEM: Ordinance No. 2879-19/20 Amending Title 3 Chapter 19 Regarding Bodyworks Establishments

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION: Council had passed the initial ordinance as presented in 2019. As a result, staff has seen success with the ordinance as it pertains to issues of Human Trafficking. During the initial implementation of the ordinance, some questions came from the Massage Therapist Community asking council to look at the ordinance more in depth as some of the requirements could prove to be costly to make changes at their business, and create hardships within the local profession. Council requested that staff meet with members of the Massage Therapist Community to learn how their establishments worked and how this ordinance could potentially affect them. Staff was further directed to make changes where changes could be made to make this ordinance effective, but taking some of the Massage Therapists concerns into consideration.

The City Attorney as well as the police chief and several members of the Massage Therapist group met to review the ordinance and have open discussions. As a result, this attached amended ordinance addressed many of the concerns that this profession brought to our attention. One big issue that we were able to discuss and all come to an understanding on was that we were not licensing them as a Massage Therapist, but rather we were licensing the establishment to conduct the bodywork practice. We were able to come to an understanding on how the licensing worked and understand that the costs were not per worker. We were further able to address some of the employee concerns as well as set ups within the facility to ease concern and show that the ordinance was not having the impact that initially was the perception.

This amended is the product of several meetings and discussions and staff believes this addresses the majority of the concerns brought to our attention. It further keeps the integrity of the initial ordinance to address the concerns as they apply to Human Trafficking.

FINANCIAL IMPACT: N/A

Requested Amount:
 Line Item:
 Budgeted Amount:
 Remaining Funds:

IMPACT IF APPROVED: The new ordinance would address many of the concerns of those who spoke at the prior council meeting.

IMPACT IF DENIED: The initial ordinance currently in effect would remain.

ALTERNATIVES:

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

5 Year CIP. The Five-Year Capital Improvement Plan reflects all current and future capital improvement needs of the City of Pekin. The Plan is designed to be updated annually by staff and submitted to the Council for review and approval prior to the annual budget process.

Enhance Code Enforcement Services. The Council understands the importance of a strong Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.

Business Friendly Community. The Council strives to bring new businesses to Pekin while

	helping to maintain and expand all existing businesses. It is therefore essential to work cooperatively to make Pekin a “Business-Friendly” Community.
	Efficient and Effective Municipal Operations. A fundamental responsibility of elected officials, City Staff and Employees is the exercise of good stewardship over public funds. Therefore, it is important that municipal services be delivered with maximum efficiency and effectiveness
	Police & Fire Pension Obligation. To meet the 90% funding level by the year 2040 it is essential the City plan carefully and maintain financial discipline to meet its \$63 million dollar obligation.
	Employee Residency. It is the goal of the Council to develop a policy that encourages more full-time non-union employees who participate in a City funded pension program to reside within the city limits of Pekin.

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

4/10/2020

Date:

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of _____, 20____.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. 2879 – 19/20

**AN ORDINANCE AMENDING TITLE 3 CHAPTER 19 OF THE CITY CODE
REGARDING BODYWORK ESTABLISHMENTS**

WHEREAS, the City of Pekin is a home rule municipality as described in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, the City of Pekin, as a home rule municipality, may exercise power and perform any function pertaining to its government and affairs, including, but not limited to, the power to legislate for the protection of the public health, safety, and welfare; and

WHEREAS, the City of Pekin recently passed Ordinance No. 2836-19/20, which creates a new Chapter 19 in Title 3 of the City Code, regulating Bodywork Establishments; and

WHEREAS, the City desires to amend the provisions of Title 3, Chapter 19 to address concerns raised by bodywork practitioners within the City; and

WHEREAS, the City Council of the City of Pekin finds it is in the best interests of the public and businesses within the City to make such revisions.

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

Section 1. The findings and recitations set forth above are adopted and found to be true and correct.

Section 2. Title 3, Chapter 19, Section 1 of the City of Pekin, Illinois, Municipal Code is hereby amended as follows (additions indicated by underline, deletions by ~~striketrough~~):

3-19-1: DEFINITIONS

For the purpose of this Chapter, the following words and phrases shall have the meanings ascribed to them in this section, unless the context clearly indicates that a different meaning is intended:

ACT means the Illinois Massage Licensing Act (225 ILCS 57/1 et seq.).

ADVERTISE means the issuance of any card, sign, or device to any person; the causing, permitting, or allowing of any sign or marking on or in any building, vehicle, or structure; advertising in any newspaper, magazine, television, radio, internet streaming, blog, chat room, website or social media; any listing or advertising in any directory; or commercials

broadcast by any means and any similar or equivalent communications of a person, business or establishment.

APPLICANT means any person or entity seeking a bodywork establishment license. If the applicant is a sole proprietorship, the information sought to be provided shall be for the individual owner; if a partnership, by each general and each limited partner; if a joint venture, by each joint venturer; if a corporation, by each officer and director, and unless the corporation's stock is publicly traded, by each shareholder owning or holding more than five percent (5%) of the outstanding stock in said corporation; if a limited liability company, by each manager and by each member owning or holding more than a five percent (5%) membership interest; if an entity is made up of one or more sub-entities, then the foregoing information shall be provided for each sub-entity. It shall also include the business manager or other person principally in charge of the operation of the business.

BODYWORK ESTABLISHMENT means any commercial, fixed place of business where any person, firm, association, or corporation advertises, offers, engages in or carries on, or permits to be offered, engaged in or carried on, bodywork services to patrons in exchange for compensation, excluding home based bodywork providers.

BODYWORK OR BODYWORK SERVICES means any method of applying pressure on or friction against, or stroking, kneading, rubbing, tapping, pounding, vibrating, touching or stimulating, the external parts of the body, by another individual, with the hands, any body part, or with the aid of any mechanical or electrical apparatus or appliances, with or without such supplementary aids as rubbing alcohol, liniments, antiseptics, oils, powders, creams, lotions, ointments or similar preparations, for compensation. The definition of bodywork for purposes of this Chapter is intentionally not the same and is broader than the definition of massage in the Act, and is intended to cover massage, bodywork services provided by bodywork practitioners and similar services that fit the definition, regardless of what the services or the person providing the services is called, unless expressly excluded by this Chapter.

BODYWORK PROVIDER means any person who provides bodywork services, including massage therapists licensed under the Act.

COMPENSATION means the payment, loan, advance, donation, contribution, deposit, or gift of money or anything of value.

CONVICTION means a plea of guilty or *nolo contendere*, finding of guilty, stipulation to such a finding, jury verdict or entry of judgment by sentencing of any crime, including, but not limited to, convictions, preceding sentences of supervision, conditional discharge or first offender probation under the laws of any jurisdiction of the United States.

EMPLOYEE means any person ~~over eighteen (18) years of age~~ who renders any service in connection with operation of a bodywork establishment and receives compensation from the owner or operation of the establishment or from its patrons.

LICENSEE means the owner and/or operator of a bodywork establishment.

MASSAGE OR MASSAGE SERVICES OR MASSAGE THERAPY means, as provided in the Act, a system of structured palpation or movement of the soft tissue of the body. The system may include, but is not limited to, techniques such as effleurage or stroking and gliding, petrissage or kneading, tapotement or percussion, friction, vibration, compression, and stretching activities as they pertain to massage therapy. These techniques may be applied by a licensed massage therapist with or without the aid of lubricants, salt or herbal preparations, hydromassage, thermal massage, or a massage device that mimics or enhances the actions possible by human hands. The purpose of the practice of massage, as licensed under this ordinance, is to enhance the general health and well-being of the mind and body of the patron. "Massage" does not include the diagnosis of a specific pathology. "Massage" does not include those acts of physical therapy or therapeutic or corrective measures that are permitted and licensed by the Illinois Occupational Therapy Practices Act, 225 ILCS 75/1, *et. seq.*; the Illinois Physical Therapy Act, 225 ILCS 90/1, *et. seq.*; the Illinois Medical Practice Act, 225 ILCS 60/1 *et. seq.*; or the Illinois Naprapathic Practices Act, 225 ILCS 63/1 *et. seq.*;

MASSAGE THERAPIST means any person who, for any consideration whatsoever, engages in the practice of massage or bodywork services as defined in this Chapter, and who holds a valid license from the Illinois Department of Finance and Professional Regulation.

OWNER means an individual, if a sole proprietorship, or any of the following individuals who have a five percent (5%) or more interest in a business and/or are entitled to share in five percent (5%) or more of the profits of the business, including, but not necessarily limited to, general partners, shareholders and members, and including the individuals who have any ownership interest in any partnership, corporation, LLC or other entity that is a partner, member or shareholder of the entity in which name a business is conducted. An owner is intended to mean individuals, only, and if a business is owned by another entity, the owners for that business, for purposes of this Chapter, mean the ultimate individuals who are the owners; if a business has successive entities in ownership, the owners for purposes of this chapter shall be the individuals at the end of the chain of ownership.

PATRON means any person who receives massage or bodywork services under such circumstances that are reasonably expected that he or she would pay money or give any other form of compensation therefor.

PERMIT means the failure of any person to stop or prevent conduct from occurring where the person knows or by due diligence should have known that such conduct is occurring or is about to occur.

PERSON means any individual, partnership, firm, association, limited liability company, joint stock company, corporation or combination of individuals of whatever form or character.

PERSON WITH SUPERVISORY AUTHORITY means an employee who has been chosen or appointed by the licensee to manage and to have charge of the licensed

establishment, and who is vested with a certain amount of discretion and independent judgment with respect to the licensed establishment. This designation of “supervisory authority” also implies general power and permits reasonable inferences that the employee so designated is invested with the general conduct and control of the licensed establishment.

RECOGNIZED SCHOOL means any school or educational institution licensed to do business as a school or educational institution in the state in which it is located, or any school recognized by or approved by or affiliated with the American Massage Therapy Association, the National Certification Board For Therapeutic Massage And Bodywork, or the Federation Of State Massage Therapy Boards, and which has for its purpose the teaching of the theory, method, profession, or work of massage, which school requires a resident course of study before the student shall be furnished with a diploma or certificate of graduation from such school or institution of learning following the successful completion of such course of study or learning.

SEXUAL OR GENITAL AREA means the male or female genitals, pubic area, anus, or perineum of any person, or the vulva or breasts of a female.

Section 3. Title 3, Chapter 19, Section 2 of the City of Pekin, Illinois, Municipal Code is hereby amended as follows (additions indicated by underline, deletions by strikethrough):

3-19-2: LICENSE REQUIRED.

No person shall advertise, offer, engage in, conduct or carry on or permit to be advertised, offered, engaged in, conducted or carried on, bodywork services in any establishment, or provide bodywork services in return for compensation in any establishment in the City without having first obtained a Bodywork Establishment License issued by the City pursuant to the provisions of this Chapter for each and every premises used for conducting or providing bodywork services for compensation, with the exception of the following:

- A. Physicians, surgeons, chiropractors, osteopaths, podiatrists, naprapaths, occupational therapists or physical therapists who are duly licensed to practice their respective professions pursuant to the Illinois Occupational Therapy Practices Act, 225 ILCS 75/1, *et. seq.*; the Illinois Physical Therapy Act, 225 ILCS 90/1, *et. seq.*; the Medical Practice Act, 225 ILCS 60/1 *et. seq.*; or the Illinois Naprapathic Practices Act, 225 ILCS 63/1 *et. seq.* and the licensed massage therapists, state-licensed physician assistants, practical nurses and registered nurses acting under their supervision;
- B. Athletic trainers for any athletic program of a private or public school, college or university or for any athletic team regularly organized and engaging in competition;
- C. Barbers, estheticians and cosmetologists who are duly licensed under the laws of Illinois, except that this exemption shall apply solely to the massaging of the neck, back, face, scalp, hair, hands and feet of the patron for cosmetic or beautifying purposes, and provided that these services are provided to patrons who are fully clothed;

D. Hospitals, nursing homes, assisted living facilities, home health agencies, hospice programs and other such programs defined and licensed by pursuant to Chapter 210 of the Illinois Compiled Statutes;

E. Bodywork provided by massage therapy students enrolled in a recognized school during the course of clinical externships, practicums or community services, provided that such bodywork services are part of the curricular requirements of the recognized school and for which no compensation is received;

F. Home based bodywork practices operated by a licensed massage therapist, providing that the individual is in compliance with the City Development and Zoning Codes pertaining to home occupations; and

G. Bodywork services offered or conducted by a licensed massage therapist at a patron's residence or business, provided that such services are performed in accordance with this Chapter.

Any person who claims an exemption pursuant to this section must establish by clear and convincing evidence that such exemption applies.

Section 4. Title 3, Chapter 19, Section 3 of the City of Pekin, Illinois, Municipal Code is hereby amended as follows (additions indicated by underline, deletions by ~~striketrough~~):

3-19-3: APPLICATION REQUIREMENTS

A. Every applicant for a license to maintain, operate, or conduct a bodyworks establishment shall file an application with the City Manager or his or her designee on a form provided by the City.

The City Manager or his or her designee shall within five days of the receipt of an application for a Bodywork Establishment License, forward copies of such application to the Building Inspections and Code Enforcement Department, the Fire Department, and the Police Department. These departments shall, within 30 days after receipt of a copy of the application, review and process the application information, as is appropriate relative to each respective department, and make written recommendations to the City Manager concerning compliance with the codes, laws and ordinances that said departments administer.

Within 30 days of receipt of the recommendations of the aforesaid departments, the City Manager shall determine whether to grant, deny, or hold the application for further investigation, and shall notify the applicant of such determination. The period of such additional investigation shall not exceed an additional 30 days unless otherwise agreed to by the applicant. Upon the conclusion of such additional investigation, if any, the City Manager shall advise the applicant in writing whether the application is granted or denied.

Whenever an application is denied, or held for further investigation, City Manager shall advise the applicant in writing of the reasons for such action.

The failure or refusal of the applicant to promptly give any information relevant to the investigation of the application, or the submission of false, misleading or incomplete information on the application, or the refusal or failure of applicant to appear at any reasonable time and place for examination under oath regarding said application, or the refusal of applicant, to submit to or cooperate with any inspection required under this Code, shall be grounds for denial of the application.

B. An application shall be filed for every bodywork establishment in the City that is required to obtain such a license in the form provided by the City made under oath with the payment of a nonrefundable annual license fee, as set forth in section 3-19-5 of this Chapter.

(a) Business. Where the applicant is a business entity, the application shall include the following information and documentation:

- i. The name of the business and all assumed names under which the business is to be conducted.
- ii. The federal employer identification number (FEIN) and the State of Illinois business tax number (IBT) of the business.
- iii. The type of entity, e.g. sole proprietorship, partnership, corporation, LLC, etc.
- iv. A copy of the records that establish the current the current ownership of any interest in the business of five percent (5%) or greater (such as partners, shareholders, members, and if the legal owner of the business is an entity, a copy of the records that establish the individual owners of the ownership entity, and so on until the records establishing the individual owners at the end of the chain of ownership are established).
- v. A copy of the business records that establish the persons with current management authority (such as officers, members, managers, general partners, etc.) and supervisory authority.
- vi. Proof that the business and all underlying entities with ownership interest of five percent (5%) or more is authorized to do business in the State of Illinois and is in good standing with the State of Illinois and in any other state or country in which the business is chartered.
- vii. Street addresses and names of any businesses owned or operated within the last five (5) years by (a) any business identified pursuant to subsection B(a)(i) of this section or (b) any of the owners of the business for which the application is being filed identified pursuant to subsection B(a)(iv).
- viii. A description of the services to be provided on the premises and whether any bodywork services provided or to be provided as defined

in this chapter are a primary or ancillary activity that will take place on the premises. Bodywork services are the primary business if fifty percent (50%) or greater of the revenue generated from sales of service or products on the premises are derived from bodywork services.

- ix. All telephone numbers, websites and internet addresses of the business and sample copy of the advertising of the bodywork services being provided, if the business is already in operation.
- x. A statement whether the applicant or any affiliated or predecessor business has ever had a business license of any kind denied, suspended or revoked and the reasons therefor and the business activity or occupation of the applicant subsequent to each suspension, revocation or denial.

(b) Premises. The application shall include the following information and documentation for the premises for which a bodywork license is sought:

- i. The street address, mailing address (if different) and all telephone numbers for the premises where the bodywork services are or will be conducted.
- ii. If the premises are leased:
 - 1. A copy of the lease, and any subleases, assignments and acceptances of such subleases or assignments in effect.
 - 2. The name, address and phone number of the owner of the premises.
 - 3. The name, address and phone number of the tenant of the premises, if the tenant is other than the applicant or the business that is or will be operating in the premises in which bodywork services will be provided.
 - 4. The name, address and phone number of the manager or supervisor of the premises, if other than the owner of the premises in which the bodywork services will be provided.
 - 5. Signed authorization by the owner, manager and/or tenant of the premises for the application to be filed, acknowledging that the owner, manager and/or tenant has a copy of the application to be filed, has read the contents of it and agrees with the representations to be made by the owner and/or landlord.
- iii. A drawing or floor plan of the premises designating each room by its purpose and the activity that will take place in each room.

(c) Business Owners and Supervisors: The applications shall include the following information and documentation of the business Owners, and all directors, officers, managers and persons with supervisory authority:

- i. Name, gender, residential address and phone number(s), facsimile number(s), e-mail address(es), and other contact information.
- ii. Date of birth and driver's license or State identification number.
- iii. The previous two (2) residential addresses.
- iv. Photo identification issued by the federal or state government, or a subdivision or agency thereof.
- v. A complete list of any aliases.
- vi. Business, occupation, and employment history for the past three (3) years.
- vii. A statement whether the owners or any directors, officers, managers or persons with supervisory authority have ever owned, been involved with or worked for a business that has had a business license of any kind denied, suspended or revoked, and the reasons therefor.
- viii. A statement whether the owner or any director, officer, manager, person with supervisory authority has ever been convicted of a crime, other than petty or misdemeanor traffic violations, including the dates of convictions, nature of the crimes and place convicted, including, but not limited to: a) any felony; and b) any misdemeanor, or local ordinance or code violation an essential element of which is: 1) dishonesty, 2) illicit drugs, 3) sexual offenses as defined in 720 Illinois Compiled Statutes 5/11-10 *et. seq.*, 4) the use of violence or force, or that is directly related to the practice of the massage or bodywork or operation of a bodywork establishment.
- ix. Proof that the owners and any directors, officers, managers or persons with supervisory authority are at least eighteen (18) years of age.
- x. Signed authorization for the police to conduct criminal background checks and take fingerprints for all owners, managers, and persons with supervisory authority. If the applicant can produce proof of a current massage therapy license by the State of Illinois for any owner or employee, then the background check and fingerprints are not required for such licensed individual.
- xi. The name and address of any other business currently owned or

operated by any owner, director, officer, manager or person with supervisory authority.

- (d) Business Employees and Agents: The applications shall include the following information and documentation of the employees and independent contractors or agents that have been or are intended to be employed to provide massage or bodywork services:
- i. The names, residential addresses and phone numbers.
 - ii. Photo identification issued by the federal or state government, or a subdivision or agency thereof.
 - iii. A copy of the massage license issued by the State of Illinois, or a copy of the certification or other written documentation or proof of exemption from licensing pursuant to section 25 of the Act.
 - iv. A description of the type of bodywork approach or modality that will be practiced by each employee and each independent contractor or agent who is or will be performing bodywork in the premises.
 - v. A statement whether any employee, independent contractor, or agent has ever been convicted of a crime, other than petty or misdemeanor traffic violations, including the date of conviction, nature of the crimes and place convicted, including, but not limited to: a) any felony; and b) any misdemeanor, or local ordinance or code violation an essential element of which is: 1) dishonesty, 2) illicit drugs, 3) sexual offenses as defined in 720 Illinois Compiled Statutes 5/11-10 *et. seq.*, 4) the use of violence or force, or that is directly related to the practice of the massage or bodywork or operation of a bodywork establishment.
 - vi. Signed authorization for the police to conduct criminal background checks and take fingerprints. If the applicant can produce proof of a current massage therapy license by the State of Illinois for any employee, independent contractor or agent, then the criminal background check and fingerprints are not required for such licensed individual.

If a change in any information required under this section occurs at any time during a license period, the licensee shall file a statement, [on a form provided by the City and](#) executed in the same manner as the application, indicating the nature and effective date of the change. The supplemental statement shall be filed within ten (10) days after the change takes effect.

Section 5. Title 3, Chapter 19, Section 8 of the City of Pekin, Illinois, Municipal Code is hereby amended as follows (additions indicated by underline, deletions by ~~strikethrough~~):

3-19-8: SANITATION AND OPERATING REQUIREMENTS

A. No bodywork establishment shall receive a license or be operated, established or maintained unless the establishment shall comply with each of the following minimum sanitation and safety regulations:

- (a) Every portion of the bodywork establishment, including appliances and apparatus, shall be kept clean and operated in a sanitary condition.
- (b) All massage or bodywork tables, bathtubs, shower stalls, steam or bath areas, and lavatories ~~and floors~~ shall have surfaces which may be readily disinfected. Floors and walls shall be in good repair and maintained in a clean and sanitary condition.
- (c) The premises shall have adequate equipment for disinfecting and sterilizing non-disposable instruments and materials used in administering massages or bodyworks. Such non-disposable instruments and materials shall be disinfected after use on each patron.
- (d) Toilet facilities shall be provided within the bodywork establishment and otherwise comply with occupancy requirements. Lavatories shall provide both hot and cold running water and shall be installed in the toilet room. Lavatories shall be provided with soap and a dispenser and with sanitary towels. ~~Separate toilet and lavatory facilities shall be maintained for employees.~~
- (e) Sheets, towels and other linens shall be in sufficient quantity to service each patron and shall be laundered after each use. Clean linens shall be stored in a clean and dry location, and shall not be kept on the floor. ~~Closed cabinets shall be provided and used for the storage of clean linens, towels and other materials used in administering massages.~~ All soiled linens, towels and other materials shall be kept ~~in properly covered containers or cabinets, which container or cabinets shall be kept~~ separate from the clean storage area.
- (f) The Director of Building Inspections and Code Enforcement, the Fire Chief and the Police Chief shall each certify that the proposed bodyworks establishment complies with all the requirements of the City Code with respect to the provisions that each respective department administers. Said certification shall be filed with the City Manager.

B. All licensees engaged in the business of bodywork establishments shall abide by the following operating requirements:

- (a) Supervision: The premises of the bodywork establishment shall be supervised at all times when open for business. Any establishment providing

bodywork services shall have at least one person who is an owner or manager of the business or who has supervisory authority with regard to the business ~~who is a duly licensed massage therapist~~ on the premises at all times while the establishment is open. The licensee shall personally supervise the business, or shall delegate such supervisory responsibility to a manager whose name is listed on the Bodywork Establishment License and shall not violate, or permit others to violate, any applicable provisions of this Chapter. The violation of any provision of this Chapter by any agent or employee of the licensee shall constitute a violation by the licensee.

- (b) Sanitary Conditions: Every portion of the bodywork establishment, including appliances and apparatus, shall be kept clean and operated in a sanitary condition.
- (c) Employee Dress Code: All employees, managers, persons with supervisory authority, massage therapists, bodywork providers, agents and independent contractors of the licensed establishment shall wear clean, nontransparent outer garments covering the sexual and genital areas while on the premises. Employees, managers, persons with supervisory authority, massage therapists, bodywork providers, agents, and independent contractors of the licensed establishment shall not disrobe, or offer or agree to disrobe, either wholly or in part, while in the presence of an individual receiving bodywork services. Any such failure to be or remain clothed, or offer or agreement to disrobe, is a violation of this Chapter for which the licensee is strictly liable for purposes of license revocation and suspension.
- (d) Minors: Persons under the age of eighteen (18) may patronize the establishment only with the presence or written consent of their parent or legal guardian.
- (e) Alcoholic Beverages Prohibited: No person shall sell, give, dispense, provide, keep, possess or consume, or cause to be sold, given, dispensed, provided, kept, possessed or consumed, any alcoholic beverage on the premises of any bodywork establishment without a valid liquor license, and no liquor shall be sold, offered or consumed in the rooms in which bodywork services are performed unless the room is open to the public. No licensee, manager or person in charge of a bodywork establishment shall permit a person impaired by intoxicating liquor or drugs to enter or remain in a bodywork establishment, or to provide or receive bodywork services.
- (f) Solicitations Prohibited:
 - 1. No bodywork establishment or person in connection therewith shall place, publish or distribute, or cause to be placed, published or distributed, any advertisement, picture, or statement in any manner and in any medium of advertisement which is known to be false, deceptive or misleading in order to induce any person to purchase or

utilize any bodywork services, or which reasonably appears to suggest or imply any sexual activity in connection with bodywork or other services or which appear on any adult website or website or other platform that is known to advertise pornographic, sexual or similar services or products.

2. No bodywork establishment shall allow its employees, agents and independent contractors to touch, or offer or agree to touch, the sexual or genital area of any person while on its premises and any such touching, offer or agreement is a violation of this Chapter for which the licensee is strictly liable for purposes of license revocation and suspension; provided, however, that clinical massage therapy for post-mastectomy scar tissue, including myofascial release therapy, or of therapeutic treatment of breast tissue and muscles for pre-and post-surgical mastectomy, lumpectomy, or breast reconstruction, clinical perineal massage therapy for pregnant women to ease the pain of childbirth; or clinical lower abdominal massage therapy to relieve menstruation related pain are not prohibited.
3. Every bodywork establishment shall provide prospective customers and patrons with written notice stating:

“State law prohibits soliciting another for the purpose of a sexual act. Solicitation can be punishable as a Class 4 felony, subjecting an offender to fines and imprisonment, and impoundment of any vehicle used by the offender to commit the offense. We immediately report all offers or requests to buy sexual services to law enforcement.”

4. Every bodywork establishment shall post, in a conspicuous location accessible to all employees and independent contractors, written notice stating:

“State law prohibits soliciting another for the purpose of a sexual act. Solicitation can be punishable as a Class 4 felony, subjecting an offender to fines and imprisonment, and impoundment of any vehicle used by the offender to commit the offense. You can report all offers or requests to buy sexual services to law enforcement by contacting the Pekin Police Department at (309) 494-8370 or by calling 911.”

(g) Hours of Operation: No portion of any business premises used in any way for or by a bodywork establishment shall ~~be kept open for any purpose~~ perform bodywork services between the hours of ten o'clock (10:00) P.M. and ~~six~~five o'clock (~~6~~5:00) A.M. of the following day.

(h) Residence Prohibited: No one shall reside in the bodywork establishment, and no one shall be allowed to remain overnight in the bodywork establishment premises. This prohibition is not intended to prohibit anyone from living in a separate portion of a commercial building that is zoned and authorized for residential use or from conducting bodywork services out of

private residential property that is zoned for residential use and is being used in compliance with zoning laws.

(i) Visibility: All bodywork establishments are required to have and maintain clear glass in either a door or window at the front of the establishment, which is not painted over, darkened or unreasonably blocked by any cloth or obstruction at the entrance to such establishment so that the front area where patrons are greeted is clearly visible from the outside. Nothing in this provision shall prevent any establishment from using curtains or shades to filter or block sunlight during daytime hours.

(j) Business Records: All licensees shall maintain, as a business record of the licensed bodywork establishment, a record of (i) the date and time of all bodywork services at the premises; (ii) the person giving such services, (iii) the amounts received for such services. The record of the date, time and service provider must be made before services are initiated and the record of the amount received must be made at the time the payment is made. Such a record for the past year's services records dating back at least twelve months (or to the issuance of a license pursuant to this Chapter, if issued less than twelve months from the date of inspection) shall be available at the premises, in a format that can be inspected at any reasonable time upon request by the City Manager or his or her designee; provided that names and personal information regarding patrons may be excluded or redacted.

Section 6. Title 3, Chapter 19, Section 9 of the City of Pekin, Illinois, Municipal Code is hereby amended as follows (additions indicated by underline, deletions by ~~striketrough~~):

3-19-9: EMPLOYEES

A. Bodywork establishments licensed pursuant to this Chapter may not employ or contract with any person to perform massage or bodywork services who does not have either:

- a. A current, valid license issued by the Illinois Department of Financial and Professional Regulation as required by the Act; or
- b. Written proof of exemption from State licensing requirements, pursuant to 225 ILCS 57/25.

B. The licensee shall report to the City Manager upon receiving actual or constructive notice that a massage therapist has been disciplined or subject to investigation, or had their license suspended or revoked by the Illinois Department of Financial and Professional Regulation.

C. Each bodywork establishment shall maintain a current listing of all massage therapists and bodywork providers who perform massage or bodywork services at the site of the establishment and (i) proof of their valid and current Illinois licensure in the

form of a copy of the massage therapist license issued by the Illinois Department of Financial and Professional Regulation or proof of exemption from said license and (ii) a copy of a state-issued photo identification for each massage therapist licensee. The licensee must allow inspection of such records at any reasonable time upon request by the City.

D. No licensee may allow a person other than a massage therapist or bodywork provider, as defined in this Chapter, to perform massage therapy or bodywork at the licensed establishment, and no student or other person who is not a massage therapist or bodywork provider, as defined in this Chapter, may be permitted in a bodywork therapy room with a patron of the bodywork establishment, except as part of the curricular requirements of a recognized school and for which no compensation is received~~except where a massage therapist is present in the room at all times.~~

E. Persons under the age of eighteen (18) may be employed by the bodywork establishment in positions that do not require physical contact with the patrons, including, but not limited to administrative, clerical, janitorial or maintenance positions.

Section 7. This Ordinance is in addition to all other ordinances on the subject and shall be construed therewith excepting as to that part in direct conflict with any other ordinance, and in the event of such conflict, the provisions hereof shall govern.

Section 8. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED AND APPROVED at the regular meeting of the City Council of the City of Pekin, this _____ day of _____, 20____; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 20____

Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2879 – 19/20

**AN ORDINANCE AMENDING TITLE 3 CHAPTER 19 OF THE CITY CODE
REGARDING BODYWORK ESTABLISHMENTS**

WHEREAS, the City of Pekin is a home rule municipality as described in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, the City of Pekin, as a home rule municipality, may exercise power and perform any function pertaining to its government and affairs, including, but not limited to, the power to legislate for the protection of the public health, safety, and welfare; and

WHEREAS, the City of Pekin recently passed Ordinance No. 2836-19/20, which created a new Chapter 19 in Title 3 of the City Code, regulating Bodywork Establishments; and

WHEREAS, the City desires to amend the provisions of Title 3, Chapter 19 to address concerns raised by bodywork practitioners within the City; and

WHEREAS, the City Council of the City of Pekin finds it is in the best interests of the public and businesses within the City to make such revisions.

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

Section 1. The findings and recitations set forth above are adopted and found to be true and correct.

Section 2. Title 3, Chapter 19, Section 1 of the City of Pekin, Illinois, Municipal Code is hereby amended as follows:

3-19-1: DEFINITIONS

For the purpose of this Chapter, the following words and phrases shall have the meanings ascribed to them in this section, unless the context clearly indicates that a different meaning is intended:

ACT means the Illinois Massage Licensing Act (225 ILCS 57/1 et seq.).

ADVERTISE means the issuance of any card, sign, or device to any person; the causing, permitting, or allowing of any sign or marking on or in any building, vehicle, or structure; advertising in any newspaper, magazine, television, radio, internet streaming, blog, chat room, website or social media; any listing or advertising in any directory; or commercials broadcast by any means and any similar or equivalent communications of a person, business or establishment.

APPLICANT means any person or entity seeking a bodywork establishment license. If the applicant is a sole proprietorship, the information sought to be provided shall be for the individual owner; if a partnership, by each general and each limited partner; if a joint venture, by each joint venturer; if a corporation, by each officer and director, and unless the corporation's stock is publicly traded, by each shareholder owning or holding more than five percent (5%) of the outstanding stock in said corporation; if a limited liability company, by each manager and by each member owning or holding more than a five percent (5%) membership interest; if an entity is made up of one or more sub-entities, then the foregoing information shall be provided for each sub-entity. It shall also include the business manager or other person principally in charge of the operation of the business.

BODYWORK ESTABLISHMENT means any commercial, fixed place of business where any person, firm, association, or corporation advertises, offers, engages in or carries on, or permits to be offered, engaged in or carried on, bodywork services to patrons in exchange for compensation, excluding home based bodywork providers.

BODYWORK OR BODYWORK SERVICES means any method of applying pressure on or friction against, or stroking, kneading, rubbing, tapping, pounding, vibrating, touching or stimulating, the external parts of the body, by another individual, with the hands, any body part, or with the aid of any mechanical or electrical apparatus or appliances, with or without such supplementary aids as rubbing alcohol, liniments, antiseptics, oils, powders, creams, lotions, ointments or similar preparations, for compensation. The definition of bodywork for purposes of this Chapter is intentionally not the same and is broader than the definition of massage in the Act, and is intended to cover massage, bodywork services provided by bodywork practitioners and similar services that fit the definition, regardless of what the services or the person providing the services is called, unless expressly excluded by this Chapter.

BODYWORK PROVIDER means any person who provides bodywork services, including massage therapists licensed under the Act.

COMPENSATION means the payment, loan, advance, donation, contribution, deposit, or gift of money or anything of value.

CONVICTION means a plea of guilty or *nolo contendere*, finding of guilty, stipulation to such a finding, jury verdict or entry of judgment by sentencing of any crime, including, but not limited to, convictions, preceding sentences of supervision, conditional discharge or first offender probation under the laws of any jurisdiction of the United States.

EMPLOYEE means any person who renders any service in connection with operation of a bodywork establishment and receives compensation from the owner or operation of the establishment or from its patrons.

LICENSEE means the owner and/or operator of a bodywork establishment.

MASSAGE OR MASSAGE SERVICES OR MASSAGE THERAPY means, as provided in the Act, a system of structured palpation or movement of the soft tissue of the body. The system may include, but is not limited to, techniques such as effleurage or stroking

and gliding, petrissage or kneading, tapotement or percussion, friction, vibration, compression, and stretching activities as they pertain to massage therapy. These techniques may be applied by a licensed massage therapist with or without the aid of lubricants, salt or herbal preparations, hydromassage, thermal massage, or a massage device that mimics or enhances the actions possible by human hands. The purpose of the practice of massage, as licensed under this ordinance, is to enhance the general health and well-being of the mind and body of the patron. "Massage" does not include the diagnosis of a specific pathology. "Massage" does not include those acts of physical therapy or therapeutic or corrective measures that are permitted and licensed by the Illinois Occupational Therapy Practices Act, 225 ILCS 75/1, *et. seq.*; the Illinois Physical Therapy Act, 225 ILCS 90/1, *et. seq.*; the Illinois Medical Practice Act, 225 ILCS 60/1 *et. seq.*; or the Illinois Naprapathic Practices Act, 225 ILCS 63/1 *et. seq.*;

MASSAGE THERAPIST means any person who, for any consideration whatsoever, engages in the practice of massage or bodywork services as defined in this Chapter, and who holds a valid license from the Illinois Department of Finance and Professional Regulation.

OWNER means an individual, if a sole proprietorship, or any of the following individuals who have a five percent (5%) or more interest in a business and/or are entitled to share in five percent (5%) or more of the profits of the business, including, but not necessarily limited to, general partners, shareholders and members, and including the individuals who have any ownership interest in any partnership, corporation, LLC or other entity that is a partner, member or shareholder of the entity in which name a business is conducted. An owner is intended to mean individuals, only, and if a business is owned by another entity, the owners for that business, for purposes of this Chapter, mean the ultimate individuals who are the owners; if a business has successive entities in ownership, the owners for purposes of this chapter shall be the individuals at the end of the chain of ownership.

PATRON means any person who receives massage or bodywork services under such circumstances that are reasonably expected that he or she would pay money or give any other form of compensation therefor.

PERMIT means the failure of any person to stop or prevent conduct from occurring where the person knows or by due diligence should have known that such conduct is occurring or is about to occur.

PERSON means any individual, partnership, firm, association, limited liability company, joint stock company, corporation or combination of individuals of whatever form or character.

PERSON WITH SUPERVISORY AUTHORITY means an employee who has been chosen or appointed by the licensee to manage and to have charge of the licensed establishment, and who is vested with a certain amount of discretion and independent judgment with respect to the licensed establishment. This designation of "supervisory authority" also implies general power and permits reasonable inferences that the

employee so designated is invested with the general conduct and control of the licensed establishment.

RECOGNIZED SCHOOL means any school or educational institution licensed to do business as a school or educational institution in the state in which it is located, or any school recognized by or approved by or affiliated with the American Massage Therapy Association, the National Certification Board For Therapeutic Massage And Bodywork, or the Federation Of State Massage Therapy Boards, and which has for its purpose the teaching of the theory, method, profession, or work of massage, which school requires a resident course of study before the student shall be furnished with a diploma or certificate of graduation from such school or institution of learning following the successful completion of such course of study or learning.

SEXUAL OR GENITAL AREA means the male or female genitals, pubic area, anus, or perineum of any person, or the vulva or breasts of a female.

Section 3. Title 3, Chapter 19, Section 2 of the City of Pekin, Illinois, Municipal Code is hereby amended as follows:

3-19-2: LICENSE REQUIRED.

No person shall advertise, offer, engage in, conduct or carry on or permit to be advertised, offered, engaged in, conducted or carried on, bodywork services in any establishment, or provide bodywork services in return for compensation in any establishment in the City without having first obtained a Bodywork Establishment License issued by the City pursuant to the provisions of this Chapter for each and every premises used for conducting or providing bodywork services for compensation, with the exception of the following:

- A. Physicians, surgeons, chiropractors, osteopaths, podiatrists, naprapaths, occupational therapists or physical therapists who are duly licensed to practice their respective professions pursuant to the Illinois Occupational Therapy Practices Act, 225 ILCS 75/1, *et. seq.*; the Illinois Physical Therapy Act, 225 ILCS 90/1, *et. seq.*; the Medical Practice Act, 225 ILCS 60/1 *et. seq.*; or the Illinois Naprapathic Practices Act, 225 ILCS 63/1 *et. seq.* and the licensed massage therapists, state-licensed physician assistants, practical nurses and registered nurses acting under their supervision;
- B. Athletic trainers for any athletic program of a private or public school, college or university or for any athletic team regularly organized and engaging in competition;
- C. Barbers, estheticians and cosmetologists who are duly licensed under the laws of Illinois, except that this exemption shall apply solely to the massaging of the neck, back, face, scalp, hair, hands and feet of the patron for cosmetic or beautifying purposes, and provided that these services are provided to patrons who are fully clothed;
- D. Hospitals, nursing homes, assisted living facilities, home health agencies, hospice programs and other such programs defined and licensed by pursuant to Chapter 210 of the Illinois Compiled Statutes;

E. Bodywork provided by massage therapy students enrolled in a recognized school during the course of clinical externships, practicums or community services, provided that such bodywork services are part of the curricular requirements of the recognized school and for which no compensation is received;

F. Home based bodywork practices operated by a licensed massage therapist, providing that the individual is in compliance with the City Development and Zoning Codes pertaining to home occupations; and

G. Bodywork services offered or conducted by a licensed massage therapist at a patron's residence or business, provided that such services are performed in accordance with this Chapter.

Any person who claims an exemption pursuant to this section must establish by clear and convincing evidence that such exemption applies.

Section 4. Title 3, Chapter 19, Section 3 of the City of Pekin, Illinois, Municipal Code is hereby amended as follows:

3-19-3: APPLICATION REQUIREMENTS

A. Every applicant for a license to maintain, operate, or conduct a bodyworks establishment shall file an application with the City Manager or his or her designee on a form provided by the City.

The City Manager or his or her designee shall within five days of the receipt of an application for a Bodywork Establishment License, forward copies of such application to the Building Inspections and Code Enforcement Department, the Fire Department, and the Police Department. These departments shall, within 30 days after receipt of a copy of the application, review and process the application information, as is appropriate relative to each respective department, and make written recommendations to the City Manager concerning compliance with the codes, laws and ordinances that said departments administer.

Within 30 days of receipt of the recommendations of the aforesaid departments, the City Manager shall determine whether to grant, deny, or hold the application for further investigation, and shall notify the applicant of such determination. The period of such additional investigation shall not exceed an additional 30 days unless otherwise agreed to by the applicant. Upon the conclusion of such additional investigation, if any, the City Manager shall advise the applicant in writing whether the application is granted or denied.

Whenever an application is denied, or held for further investigation, City Manager shall advise the applicant in writing of the reasons for such action.

The failure or refusal of the applicant to promptly give any information relevant to the investigation of the application, or the submission of false, misleading or incomplete information on the application, or the refusal or failure of applicant to appear at any reasonable time and place for examination under oath regarding said application, or the

refusal of applicant, to submit to or cooperate with any inspection required under this Code, shall be grounds for denial of the application.

B. An application shall be filed for every bodywork establishment in the City that is required to obtain such a license in the form provided by the City made under oath with the payment of a nonrefundable annual license fee, as set forth in section 3-19-5 of this Chapter.

(a) Business. Where the applicant is a business entity, the application shall include the following information and documentation:

- i. The name of the business and all assumed names under which the business is to be conducted.
- ii. The federal employer identification number (FEIN) and the State of Illinois business tax number (IBT) of the business.
- iii. The type of entity, e.g. sole proprietorship, partnership, corporation, LLC, etc.
- iv. A copy of the records that establish the current the current ownership of any interest in the business of five percent (5%) or greater (such as partners, shareholders, members, and if the legal owner of the business is an entity, a copy of the records that establish the individual owners of the ownership entity, and so on until the records establishing the individual owners at the end of the chain of ownership are established).
- v. A copy of the business records that establish the persons with current management authority (such as officers, members, managers, general partners, etc.) and supervisory authority.
- vi. Proof that the business and all underlying entities with ownership interest of five percent (5%) or more is authorized to do business in the State of Illinois and is in good standing with the State of Illinois and in any other state or country in which the business is chartered.
- vii. Street addresses and names of any businesses owned or operated within the last five (5) years by (a) any business identified pursuant to subsection B(a)(i) of this section or (b) any of the owners of the business for which the application is being filed identified pursuant to subsection B(a)(iv).
- viii. A description of the services to be provided on the premises and whether any bodywork services provided or to be provided as defined in this chapter are a primary or ancillary activity that will take place on the premises. Bodywork services are the primary business if fifty percent (50%) or greater of the revenue generated from sales of service or products on the premises are derived from bodywork services.

- ix. All telephone numbers, websites and internet addresses of the business and sample copy of the advertising of the bodywork services being provided, if the business is already in operation.
- x. A statement whether the applicant or any affiliated or predecessor business has ever had a business license of any kind denied, suspended or revoked and the reasons therefor and the business activity or occupation of the applicant subsequent to each suspension, revocation or denial.

(b) Premises. The application shall include the following information and documentation for the premises for which a bodywork license is sought:

- i. The street address, mailing address (if different) and all telephone numbers for the premises where the bodywork services are or will be conducted.
- ii. If the premises are leased:
 - 1. A copy of the lease, and any subleases, assignments and acceptances of such subleases or assignments in effect.
 - 2. The name, address and phone number of the owner of the premises.
 - 3. The name, address and phone number of the tenant of the premises, if the tenant is other than the applicant or the business that is or will be operating in the premises in which bodywork services will be provided.
 - 4. The name, address and phone number of the manager or supervisor of the premises, if other than the owner of the premises in which the bodywork services will be provided.
 - 5. Signed authorization by the owner, manager and/or tenant of the premises for the application to be filed, acknowledging that the owner, manager and/or tenant has a copy of the application to be filed, has read the contents of it and agrees with the representations to be made by the owner and/or landlord.
- iii. A drawing or floor plan of the premises designating each room by its purpose and the activity that will take place in each room.

(c) Business Owners and Supervisors: The applications shall include the following information and documentation of the business Owners, and all directors, officers, managers and persons with supervisory authority:

- i. Name, gender, residential address and phone number(s), facsimile number(s), e-mail address(es), and other contact information.
- ii. Date of birth and driver's license or State identification number.
- iii. The previous two (2) residential addresses.
- iv. Photo identification issued by the federal or state government, or a subdivision or agency thereof.
- v. A complete list of any aliases.
- vi. Business, occupation, and employment history for the past three (3) years.
- vii. A statement whether the owners or any directors, officers, managers or persons with supervisory authority have ever owned, been involved with or worked for a business that has had a business license of any kind denied, suspended or revoked, and the reasons therefor.
- viii. A statement whether the owner or any director, officer, manager, person with supervisory authority has ever been convicted of a crime, other than petty or misdemeanor traffic violations, including the dates of convictions, nature of the crimes and place convicted, including, but not limited to: a) any felony; and b) any misdemeanor, or local ordinance or code violation an essential element of which is: 1) dishonesty, 2) illicit drugs, 3) sexual offenses as defined in 720 Illinois Compiled Statutes 5/11-10 *et. seq.*, 4) the use of violence or force, or that is directly related to the practice of the massage or bodywork or operation of a bodywork establishment.
- ix. Proof that the owners and any directors, officers, managers or persons with supervisory authority are at least eighteen (18) years of age.
- x. Signed authorization for the police to conduct criminal background checks and take fingerprints for all owners, managers, and persons with supervisory authority. If the applicant can produce proof of a current massage therapy license by the State of Illinois for any owner or employee, then the background check and fingerprints are not required for such licensed individual.
- xi. The name and address of any other business currently owned or operated by any owner, director, officer, manager or person with supervisory authority.

(d) Business Employees and Agents: The applications shall include the

following information and documentation of the employees and independent contractors or agents that have been or are intended to be employed to provide massage or bodywork services:

- i. The names, residential addresses and phone numbers.
- ii. Photo identification issued by the federal or state government, or a subdivision or agency thereof.
- iii. A copy of the massage license issued by the State of Illinois, or a copy of the certification or other written documentation or proof of exemption from licensing pursuant to section 25 of the Act.
- iv. A description of the type of bodywork approach or modality that will be practiced by each employee and each independent contractor or agent who is or will be performing bodywork in the premises.
- v. A statement whether any employee, independent contractor, or agent has ever been convicted of a crime, other than petty or misdemeanor traffic violations, including the date of conviction, nature of the crimes and place convicted, including, but not limited to: a) any felony; and b) any misdemeanor, or local ordinance or code violation an essential element of which is: 1) dishonesty, 2) illicit drugs, 3) sexual offenses as defined in 720 Illinois Compiled Statutes 5/11-10 *et. seq.*, 4) the use of violence or force, or that is directly related to the practice of the massage or bodywork or operation of a bodywork establishment.
- vi. Signed authorization for the police to conduct criminal background checks and take fingerprints. If the applicant can produce proof of a current massage therapy license by the State of Illinois for any employee, independent contractor or agent, then the criminal background check and fingerprints are not required for such licensed individual.

If a change in any information required under this section occurs at any time during a license period, the licensee shall file a statement, on a form provided by the City and executed in the same manner as the application, indicating the nature and effective date of the change. The supplemental statement shall be filed within ten (10) days after the change takes effect.

Section 5. Title 3, Chapter 19, Section 8 of the City of Pekin, Illinois, Municipal Code is hereby amended as follows:

3-19-8: SANITATION AND OPERATING REQUIREMENTS

A. No bodywork establishment shall receive a license or be operated, established or

maintained unless the establishment shall comply with each of the following minimum sanitation and safety regulations:

- (a) Every portion of the bodywork establishment, including appliances and apparatus, shall be kept clean and operated in a sanitary condition.
 - (b) All massage or bodywork tables, bathtubs, shower stalls, steam or bath areas, and lavatories shall have surfaces which may be readily disinfected. Floors and walls shall be in good repair and maintained in a clean and sanitary condition.
 - (c) The premises shall have adequate equipment for disinfecting and sterilizing non-disposable instruments and materials used in administering massages or bodyworks. Such non-disposable instruments and materials shall be disinfected after use on each patron.
 - (d) Toilet facilities shall be provided within the bodywork establishment and otherwise comply with occupancy requirements. Lavatories shall provide both hot and cold running water and shall be installed in the toilet room. Lavatories shall be provided with soap and a dispenser and with sanitary towels.
 - (e) Sheets, towels and other linens shall be in sufficient quantity to service each patron and shall be laundered after each use. Clean linens shall be stored in a clean and dry location, and shall not be kept on the floor. All soiled linens, towels and other materials shall be kept separate from the clean storage area.
 - (f) The Director of Building Inspections and Code Enforcement, the Fire Chief and the Police Chief shall each certify that the proposed bodyworks establishment complies with all the requirements of the City Code with respect to the provisions that each respective department administers. Said certification shall be filed with the City Manager.
- B. All licensees engaged in the business of bodywork establishments shall abide by the following operating requirements:
- (a) Supervision: The premises of the bodywork establishment shall be supervised at all times when open for business. Any establishment providing bodywork services shall have at least one person who is an owner or manager of the business or who has supervisory authority with regard to the business on the premises at all times while the establishment is open. The licensee shall personally supervise the business, or shall delegate such supervisory responsibility to a manager whose name is listed on the Bodywork Establishment License and shall not violate, or permit others to violate, any applicable provisions of this Chapter. The violation of any provision of this Chapter by any agent or employee of the licensee shall constitute a violation by the licensee.
 - (b) Sanitary Conditions: Every portion of the bodywork establishment,

including appliances and apparatus, shall be kept clean and operated in a sanitary condition.

(c) Employee Dress Code: All employees, managers, persons with supervisory authority, massage therapists, bodywork providers, agents and independent contractors of the licensed establishment shall wear clean, nontransparent outer garments covering the sexual and genital areas while on the premises. Employees, managers, persons with supervisory authority, massage therapists, bodywork providers, agents, and independent contractors of the licensed establishment shall not disrobe, or offer or agree to disrobe, either wholly or in part, while in the presence of an individual receiving bodywork services. Any such failure to be or remain clothed, or offer or agreement to disrobe, is a violation of this Chapter for which the licensee is strictly liable for purposes of license revocation and suspension.

(d) Minors: Persons under the age of eighteen (18) may patronize the establishment only with the presence or written consent of their parent or legal guardian.

(e) Alcoholic Beverages Prohibited: No person shall sell, give, dispense, provide, keep, possess or consume, or cause to be sold, given, dispensed, provided, kept, possessed or consumed, any alcoholic beverage on the premises of any bodywork establishment without a valid liquor license, and no liquor shall be sold, offered or consumed in the rooms in which bodywork services are performed unless the room is open to the public. No licensee, manager or person in charge of a bodywork establishment shall permit a person impaired by intoxicating liquor or drugs to enter or remain in a bodywork establishment, or to provide or receive bodywork services.

(f) Solicitations Prohibited:

1. No bodywork establishment or person in connection therewith shall place, publish or distribute, or cause to be placed, published or distributed, any advertisement, picture, or statement in any manner and in any medium of advertisement which is known to be false, deceptive or misleading in order to induce any person to purchase or utilize any bodywork services, or which reasonably appears to suggest or imply any sexual activity in connection with bodywork or other services or which appear on any adult website or website or other platform that is known to advertise pornographic, sexual or similar services or products.
2. No bodywork establishment shall allow its employees, agents and independent contractors to touch, or offer or agree to touch, the sexual or genital area of any person while on its premises and any such touching, offer or agreement is a violation of this Chapter for which the licensee is strictly liable for purposes of license revocation and

suspension; provided, however, that clinical massage therapy for post-mastectomy scar tissue, including myofascial release therapy, or of therapeutic treatment of breast tissue and muscles for pre-and post-surgical mastectomy, lumpectomy, or breast reconstruction, clinical perineal massage therapy for pregnant women to ease the pain of childbirth; or clinical lower abdominal massage therapy to relieve menstruation related pain are not prohibited.

3. Every bodywork establishment shall provide prospective customers and patrons with written notice stating:

“State law prohibits soliciting another for the purpose of a sexual act. Solicitation can be punishable as a Class 4 felony, subjecting an offender to fines and imprisonment, and impoundment of any vehicle used by the offender to commit the offense. We immediately report all offers or requests to buy sexual services to law enforcement.”

4. Every bodywork establishment shall post, in a conspicuous location accessible to all employees and independent contractors, written notice stating:

“State law prohibits soliciting another for the purpose of a sexual act. Solicitation can be punishable as a Class 4 felony, subjecting an offender to fines and imprisonment, and impoundment of any vehicle used by the offender to commit the offense. You can report all offers or requests to buy sexual services to law enforcement by contacting the Pekin Police Department at (309) 494-8370 or by calling 911.”

(g) Hours of Operation: No portion of any business premises used in any way for or by a bodywork establishment shall perform bodywork services between the hours of ten o'clock (10:00) P.M. and five o'clock (5:00) A.M. of the following day.

(h) Residence Prohibited: No one shall reside in the bodywork establishment, and no one shall be allowed to remain overnight in the bodywork establishment premises. This prohibition is not intended to prohibit anyone from living in a separate portion of a commercial building that is zoned and authorized for residential use or from conducting bodywork services out of private residential property that is zoned for residential use and is being used in compliance with zoning laws.

(i) Visibility: All bodywork establishments are required to have and maintain clear glass in either a door or window at the front of the establishment, which is not painted over, darkened or unreasonably blocked by any cloth or obstruction at the entrance to such establishment so that the front area where patrons are greeted is clearly visible from the outside. Nothing in this provision shall prevent any establishment from using curtains or shades to filter or block sunlight during daytime hours.

(j) Business Records: All licensees shall maintain, as a business record of

the licensed bodywork establishment, a record of (i) the date and time of all bodywork services at the premises; (ii) the person giving such services, (iii) the amounts received for such services. The record of the date, time and service provider must be made before services are initiated and the record of the amount received must be made at the time the payment is made. Such records dating back at least twelve months (or to the issuance of a license pursuant to this Chapter, if issued less than twelve months from the date of inspection) shall be available at the premises, in a format that can be inspected at any reasonable time upon request by the City Manager or his or her designee; provided that names and personal information regarding patrons may be excluded or redacted.

Section 6. Title 3, Chapter 19, Section 9 of the City of Pekin, Illinois, Municipal Code is hereby amended as follows:

3-19-9: EMPLOYEES

A. Bodywork establishments licensed pursuant to this Chapter may not employ or contract with any person to perform massage or bodywork services who does not have either:

- a. A current, valid license issued by the Illinois Department of Financial and Professional Regulation as required by the Act; or
- b. Written proof of exemption from State licensing requirements, pursuant to 225 ILCS 57/25.

B. The licensee shall report to the City Manager upon receiving actual or constructive notice that a massage therapist has been disciplined or subject to investigation, or had their license suspended or revoked by the Illinois Department of Financial and Professional Regulation.

C. Each bodywork establishment shall maintain a current listing of all massage therapists and bodywork providers who perform massage or bodywork services at the site of the establishment and (i) proof of their valid and current Illinois licensure in the form of a copy of the massage therapist license issued by the Illinois Department of Financial and Professional Regulation or proof of exemption from said license and (ii) a copy of a state-issued photo identification for each massage therapist licensee. The licensee must allow inspection of such records at any reasonable time upon request by the City.

D. No licensee may allow a person other than a massage therapist or bodywork provider, as defined in this Chapter, to perform massage therapy or bodywork at the licensed establishment, and no student or other person who is not a massage therapist or bodywork provider, as defined in this Chapter, may be permitted in a bodywork therapy room with a patron of the bodywork establishment, except as part of the curricular requirements of a recognized school and for which no compensation is received.

E. Persons under the age of eighteen (18) may be employed by the bodywork

establishment in positions that do not require physical contact with the patrons, including, but not limited to administrative, clerical, janitorial or maintenance positions.

Section 7. This Ordinance is in addition to all other ordinances on the subject and shall be construed therewith excepting as to that part in direct conflict with any other ordinance, and in the event of such conflict, the provisions hereof shall govern.

Section 8. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED AND APPROVED at the regular meeting of the City Council of the City of Pekin, this _____ day of _____, 20____; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 20____

Mayor

ATTEST:

City Clerk



REQUEST FOR COUNCIL ACTION

Agenda Date: April 13, 2020
To: Council Members
From: Mark Rothert, City Manager

AGENDA ITEM: Ordinance No. 2880 - 19/20 Amending City Code Regarding Solid Waste Removal Fee

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION: Due to the ongoing impacts of the COVID-19 pandemic and the impact on residents, the City Council has the option to freeze its Solid Waste Collection fee that is set to increase starting May 1, 2020 from \$20 per month to \$22 per month. Although the Solid Waste Fund will see less in anticipated revenues, it will not negatively impact the solid waste collection operations.

Staff recommends approval.

FINANCIAL IMPACT: Revenues in the Solid Waste Fund will stay relatively consistent in FY21 as they have for the current fiscal FY20.

Requested Amount:
 Line Item:
 Budgeted Amount:
 Remaining Funds:

IMPACT IF APPROVED: Solid Waste Collection Fee remains at \$20/month

IMPACT IF DENIED: Solid Waste Collection Fee increases to \$22/month

ALTERNATIVES: N/A

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

5 Year CIP. The Five-Year Capital Improvement Plan reflects all current and future capital improvement needs of the City of Pekin. The Plan is designed to be updated annually by staff and submitted to the Council for review and approval prior to the annual budget process.

Enhance Code Enforcement Services. The Council understands the importance of a strong Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.

Business Friendly Community. The Council strives to bring new businesses to Pekin while helping to maintain and expand all existing businesses. It is therefore essential to work cooperatively to make Pekin a "Business-Friendly" Community.

Efficient and Effective Municipal Operations. A fundamental responsibility of elected officials, City Staff and Employees is the exercise of good stewardship over public funds. Therefore, it is important that municipal services be delivered with maximum efficiency and effectiveness

Police & Fire Pension Obligation. To meet the 90% funding level by the year 2040 it is essential the City plan carefully and maintain financial discipline to meet its \$63 million dollar obligation.

Employee Residency. It is the goal of the Council to develop a policy that encourages more full-time non-union employees who participate in a City funded pension program to reside within the city limits of Pekin.

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

4/10/2020

Mark A. Rothert

Mark A. Rothert, City Manager

4/10/2020

Date:

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of _____, 20____.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 5, CHAPTER 2A OF THE CITY CODE
REGARDING SOLID WASTE REMOVAL FEE**

WHEREAS, the City of Pekin is a home rule municipality as described in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, the City of Pekin, as a home rule municipality, may exercise power and perform any function pertaining to its government and affairs, including, but not limited to, the power to legislate for the protection of the public health, safety, and welfare; and

WHEREAS, the City has established a fee schedule for garbage collection within the City; and

WHEREAS, pursuant to such schedule, garbage collection fees will increase by \$2.00 per month, from \$20.00 to \$22.00, beginning May 1, 2020; and

WHEREAS, in light of the current COVID-19 pandemic and the economic impact thereof, the City Council of the City of Pekin has determined it is in the best interest of the City's residents to suspend the fee increase scheduled for May 1, 2020.

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

Section 1. The findings and recitations set forth above are adopted and found to be true and correct.

Section 2. Title 5, Chapter 2A, Section 2 of the City of Pekin, Illinois, Municipal Code is hereby amended as follows (additions indicated by underline, deletions by ~~strikethrough~~):

5-2A-2: GARBAGE ~~REFUGE AND LITTERING~~ COLLECTION FEE SCHEDULE:

May 1, 2017 - monthly fee of \$16.00

May 1, 2018 - monthly fee of \$18.00

May 1, 2019 - monthly fee of \$20.00

May 1, 2020 - monthly fee of \$~~22.00~~20.00

May 1, 2021 - monthly fee of \$23.00

A monthly fee equaling 150% of the fee charged residents shall be charged to extra territorial customers, who request garbage service. Said service shall be available where it is economically feasible for the City, solely within the discretion of the City.

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

Section 4. This Ordinance is in addition to all other ordinances on the subject and shall be construed therewith excepting as to that part in direct conflict with any other ordinance, and in the event of such conflict, the provisions hereof shall govern.

Section 5. This Ordinance shall be in full force and effect from and after its passage, approval and ten (10) day period of publication in the manner provided by law.

PASSED AND APPROVED at the regular meeting of the City Council of the City of Pekin, this _____ day of _____, 20____; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 20____

Mayor

ATTEST:

City Clerk

CERTIFICATE

THE UNDERSIGNED CERTIFIES THAT SHE IS THE CITY CLERK FOR THE CITY OF PEKIN, ILLINOIS, AND THAT THE CITY COUNCIL AT A REGULARLY CONSTITUTED MEETING OF SAID CITY COUNCIL OF THE CITY OF PEKIN ON THE _____DAY OF _____, 20____ ADOPTED ORDINANCE NO. _____ A TRUE AND CORRECT COPY OF WHICH IS CONTAINED IN THIS PAMPHLET

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, 20____.

(SEAL)

CITY CLERK

ORDINANCE NO. 2880-19/20**AN ORDINANCE AMENDING TITLE 5, CHAPTER 2A OF THE CITY CODE
REGARDING SOLID WASTE REMOVAL FEE**

WHEREAS, the City of Pekin is a home rule municipality as described in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, the City of Pekin, as a home rule municipality, may exercise power and perform any function pertaining to its government and affairs, including, but not limited to, the power to legislate for the protection of the public health, safety, and welfare; and

WHEREAS, the City has established a fee schedule for garbage collection within the City; and

WHEREAS, pursuant to such schedule, garbage collection fees will increase by \$2.00 per month, from \$20.00 to \$22.00, beginning May 1, 2020; and

WHEREAS, in light of the current COVID-19 pandemic and the economic impact thereof, the City Council of the City of Pekin has determined it is in the best interest of the City's residents to suspend the fee increase scheduled for May 1, 2020.

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

Section 1. The findings and recitations set forth above are adopted and found to be true and correct.

Section 2. Title 5, Chapter 2A, Section 2 of the City of Pekin, Illinois, Municipal Code is hereby amended as follows:

5-2A-2: GARBAGE COLLECTION FEE SCHEDULE:

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A monthly fee equaling 150% of the fee charged residents shall be charged to extra territorial customers, who request garbage service. Said service shall be available where it is economically feasible for the City, solely within the discretion of the City.

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

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Section 5. This Ordinance shall be in full force and effect from and after its passage, approval and ten (10) day period of publication in the manner provided by law.

PASSED AND APPROVED at the regular meeting of the City Council of the City of Pekin, this _____ day of _____, 20____; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 20____

Mayor

ATTEST:

City Clerk

CERTIFICATE

THE UNDERSIGNED CERTIFIES THAT SHE IS THE CITY CLERK FOR THE CITY OF PEKIN, ILLINOIS, AND THAT THE CITY COUNCIL AT A REGULARLY CONSTITUTED MEETING OF SAID CITY COUNCIL OF THE CITY OF PEKIN ON THE _____ DAY OF _____, 20____ ADOPTED ORDINANCE NO. _____ A TRUE AND CORRECT COPY OF WHICH IS CONTAINED IN THIS PAMPHLET

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, 20____.

(SEAL)

CITY CLERK