



REGULAR CITY COUNCIL MEETING
MONDAY, FEBRUARY 11, 2019
5:30 PM

1.	Pledge of Allegiance
2.	Call to Order
3.	Approve Agenda
3.1.	Approve agenda
4.	Approval of Minutes
4.1.	Approval of Minutes
4.2.	City Council - Regular Meeting - Jan 28, 2019 5:30 PM
5.	Public Input
6.	Consent Agenda
6.1.	Liquor Commission Minutes dated November 29, 2018
6.2.	Resolution No. 139-18/19 Mayor's Appointment of Talena Michaels to the Zoning Board of Appeals to fill the unexpired term of Greg Henderson until May 31, 2021 ACTION REQUESTED: Adopt Resolution No. 139-18/19.
6.3.	1637 : Proclamation Young Authors Week February 25, 2019
7.	Presentations
7.4.	Proposed Street Improvements
7.5.	American Junior Golf Association
8.	New Business
8.1.	Resolution No. 140-18/19 to provide support in the amount of \$7,500 for the American Junior Golf Association D.A. Points Junior Golf Champion ACTION REQUESTED: Approve Resolution No. 140-18/19 to provide a \$7,500 Sponsorship to the American Junior Golf Association 2019 Pekin Tournament from Tourism (Hotel/Motel Tax) Fund.

8.2.	Ordinance No. 2816-18/19 Amending Title 6, Chapter 2, Section 6 and Subsection 3 Regarding Sale and Delivery of Tobacco Products to Minors ACTION REQUESTED: Adopt Ordinance No. 2816-18/19 amending Title 6, Chapter 2, Section 6 and Subsection 3 of the Code of the City of Pekin Regarding Sale and Delivery of Tobacco Products to Minors
8.3.	Ordinance No. 2815-18/19 An Ordinance Amending Title 3, Chapter 3, Section 2 of the Code of the City of Pekin 1995 Regarding Exceptions to the Hours of Sale for Alcoholic Liquor ACTION REQUESTED: Adopt Ordinance No. 2815-18/19 amending Title 3, Chapter 3, Section 2 of the Code of the City of Pekin authorizing the Liquor Commissioner to make exceptions for extended hours of sale for alcoholic liquor
8.4.	Public Service Grants for 2018 CDBG Program Year ACTION REQUESTED: Approve award of 2018 Community Development Block Grant (CDBG) Public Service Activities.
8.5.	Resolution No. 141- 18/19 for the approval of the quote for the repair to a clarifier at the wastewater treatment plant ACTION REQUESTED: Adopt Resolution No. 141-18/19 to approve the quote from Fab Tech Wastewater Solutions LLC in the amount of \$42,500.00 for repairs to south clarifier at wastewater treatment plant.
9.	Any Other Business To Come Before The Council
10.	Executive Session 5 ILCS 120/2 (c)
11.	Adjourn

Column 2 Key:

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

 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 JANUARY 28, 2019 AT 5:30 O'CLOCK P.M.
 JOHN MCCABE * CHAIR * PRESIDING

PLEDGE OF ALLEGIANCE

The Clerk confirmed all members were logged in and physically present except Council Member Ritchason. A quorum was declared by Mayor McCabe.

Attendee Name	Title	Status	Arrived
James A Schramm	Council Member	Present	5:27 PM
Michael Garrison	Councilman	Present	4:59 PM
Lloyd Orrick	Mayor Pro-Tem	Present	4:55 PM
John P Abel	Council Member	Present	4:57 PM
Michael Ritchason	Council Member	Absent	
Mark Luft	Council Member	Present	5:25 PM
John McCabe	Mayor	Present	4:57 PM

APPROVE AGENDA

3.1. Motion to: **Approve agenda**

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James A Schramm, Council Member
SECONDER:	Lloyd Orrick, Mayor Pro-Tem
AYES:	Schramm, Garrison, Orrick, Abel, Luft, McCabe
ABSENT:	Michael Ritchason

APPROVAL OF MINUTES

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

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James A Schramm, Council Member
SECONDER:	Mark Luft, Council Member
AYES:	Schramm, Garrison, Orrick, Abel, Luft, McCabe
ABSENT:	Michael Ritchason

4.2. **City Council - Regular Meeting - Jan 14, 2019 5:30 PM**

Mayor McCabe requested that Mr. and Mrs. Karl Kaebel join him at the optimum and read and presented to the parents of Butch Kaebel a proclamation in honor of their son's contribution to the sport of hockey and the community in being inducted as Pekin's first Hall of Fame member of the Peoria Riverman.

PUBLIC INPUT

Jim Mangan recommended to the Council that they vote no on New Business item 8.1 to sponsor the March Madness. It was his opinion that it wasted the tourism funds since no proof had been given of the money brought into the City of Pekin directly. Mr. Mangan spoke in opposition of the Council approving Business item 8.2, voicing that payment was illegal and misappropriation of public funds in that an agreement had not been approved by the

Minutes Acceptance: Minutes of Jan 28, 2019 5:30 PM (Approval of Minutes)

Council. He also addressed New Business item 8.8 noting the authorization given to the manager would open the door to potential abuse.

CONSENT AGENDA

Mayor McCabe presented the 3 items under Consent Agenda. The items were approved by omnibus vote of the Council.

- 6.1. Pekin Plan Commission Minutes December 12, 2018 Meeting**
- 6.2. December 2018 Building Report**
- 6.3. Proclamation for Butch Kaebel Week**
- 6.4. Motion to: Motion to Approve Consent Agenda**

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Mark Luft, Council Member
SECONDER:	Michael Garrison, Councilman
AYES:	Schramm, Garrison, Orrick, Abel, Luft, McCabe
ABSENT:	Michael Ritchason

PRESENTATION MARCH MADNESS EXPERIENCE

A short presentation was given by Rae McDonald to the Council for the Illinois High School Association on the details of the March Madness Experience in Peoria at the Civic Center.

NEW BUSINESS

- 8.1. Support for IHSA Basketball Tournament in the amount of \$5,000**
City Manager Mark Rotherth requested Council's approval of the Resolution authorizing sponsorship of the 2019 Illinois High School Basketball Tournament. He stated as a regional partner Pekin had the opportunity to reinvest hotel/motel tax dollars to provide potential traffic from attendees.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Mark Luft, Council Member
SECONDER:	Michael Garrison, Councilman
AYES:	Schramm, Garrison, Orrick, Abel, Luft, McCabe
ABSENT:	Michael Ritchason

- 8.2. Resolution 137-18/19 for the Utilization of Tax Increment Financing for the Resurfacing of the 400 Block Alley Between Elizabeth Street and Saint Mary Street.**
Mr. Rotherth explained to the Council Members the request for payment of the City's share for the improved infrastructure at a reduced cost in the amount of \$13,983.00. The work was done in conjunction with Tazewell County's paving of their 400 block parking lot between Elizabeth and St. Mary Streets adjacent to the alley to ensure all surfaces matched. Located in the Central Business TIF District made the expense eligible to utilize TIF funding.

RESULT:	APPROVED [5 TO 1]
MOVER:	Mark Luft, Council Member
SECONDER:	John P Abel, Council Member
AYES:	Schramm, Garrison, Orrick, Abel, McCabe
NAYS:	Mark Luft
ABSENT:	Michael Ritchason

8.3. Request for Special Use Authorization for Metal Fabrication Use at 716 Court Street

Council considered the recommendation of the Pekin Planning Commission to allow a use for the establishment of the commercial business submitted by Semmco Inc. in a B-3 District. Council discussed the conditions that were required to be followed regarding prohibited outdoor storage of parts and vehicles awaiting repair.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Lloyd Orrick, Mayor Pro-Tem
SECONDER:	Mark Luft, Council Member
AYES:	Schramm, Garrison, Orrick, Abel, Luft, McCabe
ABSENT:	Michael Ritchason

8.4. Request for Special Use Authorization for establishment of a commercial burial monument sales use, with the exterior display of burial monuments at 3302 Court Street

Council considered the unanimous recommendation of the Pekin Planning Commission to approve the request from Peoria Monument Co. for establishing the monument sales business special use of exterior displays in a B-1 District. the business was a relocate of McAvoy Monuments 431 Henrietta Street.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Lloyd Orrick, Mayor Pro-Tem
SECONDER:	John P Abel, Council Member
AYES:	Schramm, Garrison, Orrick, Abel, Luft, McCabe
ABSENT:	Michael Ritchason

8.5. Ordinance No. 1568-A208-18/19 Petition for a Zoning Map Amendment to Re-Zone the Properties Located at 416 & 422 Catherine Street from RM-3, Multiple Family Residential to P-1, Vehicular Parking District

Request to rezone properties was heard by the Council as recommended unanimously by the Pekin Planning Commission. Preston-Hanley Funeral Homes and Crematory submitted application to reclassify RM-3 Multiple Family Residential purchased homes to P-1 vehicular Parking District to construct additional spaces for the funeral home. The request met conditions of compatibility with adjacent land uses and zoning classifications. Council Member Abel he would abstain from voting on a request for the use by his employer.

RESULT:	ADOPTED [5 TO 0]
MOVER:	Lloyd Orrick, Mayor Pro-Tem
SECONDER:	Mark Luft, Council Member
AYES:	Schramm, Garrison, Orrick, Luft, McCabe
ABSTAIN:	John P Abel
ABSENT:	Michael Ritchason

8.6. Motion to: Motion to send 8.7 back to the Planning Commission for further review

The second motion was heard from Council Member Abel, seconded by Council Member Garrison. Discussion followed on options for consideration regarding a 3 to 3 tied vote of the Pekin Planning Commission recommendation for a special use. A petition was submitted by Wendy McCready to establish a community residence on property located at 1120 South Capitol Street.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John P Abel, Council Member
SECONDER:	Michael Garrison, Councilman
AYES:	Schramm, Garrison, Orrick, Abel, Luft, McCabe
ABSENT:	Michael Ritchason

8.7. Sober Living Community Residence Use at 1120 S. Capitol St.

8.8. Ordinance No. 2812-18/19 An Ordinance Amending Title 3, Chapter 2 of the Code of the City of Pekin Regarding Payment and Collection of Municipal Taxes

Finance Director Bruce Marston asked the Council to adopt changes to the finance chapter of the code to clarify language, provide equitable treatment across retailers and service providers, provide a uniform structure in the layout of the provisions for taxes imposed and their penalties and collection for non-payment.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John P Abel, Council Member
SECONDER:	Lloyd Orrick, Mayor Pro-Tem
AYES:	Schramm, Garrison, Orrick, Abel, Luft, McCabe
ABSENT:	Michael Ritchason

8.9. Ordinance No. 2813-18/19 & Policy No. 21-18/19 City of Pekin Procurement Policy and Amending the Code of the City of Pekin 1995 relating to Contracting for Public Improvements; Duties of the Manager; and rescinding the Local Bidders Policy

Mr. Marston next presented for Council consideration a Procurement Policy in order to exercise financial control over the purchasing process and to incorporate within one document provisions for Contracts for Public Improvements, Local Bidders Policy and authority of the manager in approving contracts. Before the vote had been finalized by the Mayor, the City Manager asked the Council if they were assured that they understood they were voting to approve a \$25,000 threshold of the manager's authority in contracting without Council approval. Council Members further discussed the provisions of the ordinance.

RESULT:	ADOPTED [4 TO 2]
MOVER:	Michael Garrison, Councilman
SECONDER:	John P Abel, Council Member
AYES:	Michael Garrison, John P Abel, Mark Luft, John McCabe
NAYS:	James A Schramm, Lloyd Orrick
ABSENT:	Michael Ritchason

- 8.10. Motion to: Motion to reconsider and amend 8.9 to \$15,000 down from \$25,000**

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Mark Luft, Council Member
SECONDER:	Lloyd Orrick, Mayor Pro-Tem
AYES:	Schramm, Garrison, Orrick, Abel, Luft, McCabe
ABSENT:	Michael Ritchason

- 8.11. Ordinance No. 1462-A358-18/19 An Ordinance Amending Title 8, Chapter 1, Section 9 of the Code of the City of Pekin 1995 Regarding Designated Truck Routes**

Council was informed the changes to various streets was needed due to the jurisdictional transfer of Court Street to the City and VFW Road to Illinois Department of Transportation. The inclusion of Court Street as a City street would police to enforce the ordinance for trucks not following the designated routes as required.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Garrison, Councilman
SECONDER:	John P Abel, Council Member
AYES:	Schramm, Garrison, Orrick, Abel, Luft, McCabe
ABSENT:	Michael Ritchason

- 8.12. Ordinance No. 2814-18/19 Amending Title 6, Chapter 2, Sections 5 and 6 of the Code of the City of Pekin 1995 Regarding Use of Electronic Smoking Devices in Public Places and Sale and Delivery to Minors**

As presented the ordinance would regulate the sale and use of products to 21 years of age. Some Council Members voiced concern of government regulating 18 or 21 year old definition of adult.

RESULT:	FAILED [3 TO 3]
MOVER:	John P Abel, Council Member
SECONDER:	Lloyd Orrick, Mayor Pro-Tem
AYES:	Lloyd Orrick, John P Abel, John McCabe
NAYS:	James A Schramm, Michael Garrison, Mark Luft
ABSENT:	Michael Ritchason

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Dave Nutter addressed the Council on questions, comments and concerns on the following topics: vaping, procurement and purchasing, the year end audit completion date.

Elaine Ritchie thanked the Council for voting no on the ordinance to raise the age to 21 for the sale of tobacco products.

Jim Mangan again requested that the Council consider using the 8 million dollars given the City for Veterans Drive construction to fix the Vista Granda residents stormwater issues. Mr.

Mangan also suggested use of the Hotel/Motel tax fund to repair Court Street.

Andrew Vickers spoke regarding the sober living residence. He questioned why the Planning Commission did not adhere to the code and requirements set by the Illinois Department of Human Services. He felt the issue should not go to hearing if the requirements set by the state had not been met

EXECUTIVE SESSION 5 ILCS 120/2 (C)

ADJOURN

No further business to come before the Council motion was made by Council Member Luft, seconded by Council Member Abel that Council adjourned. Motion carried viva voce. Mayor McCabe adjourned the meeting at 7:12 P.M.

Minutes Acceptance: Minutes of Jan 28, 2019 5:30 PM (Approval of Minutes)

**REQUEST FOR COUNCIL ACTION****To: Council Members****Date: February 6, 2019****From: Nicole Stewart, Deputy Clerk****AGENDA ITEM:** Liquor Commission Minutes dated November 29, 2018**AGENDA DATE REQUESTED:** February 11, 2019**REQUIRED SIGNATURES****Department Directors and City Staff:**

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:



**LIQUOR COMMISSION MINUTES
THURSDAY, NOVEMBER 29, 2018 AT 4:00 P.M.
CITY HALL COUNCIL CHAMBERS
111 SOUTH CAPITOL STREET
PEKIN, ILLINOIS 61554**

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

The **PLEDGE of ALLEGIANCE** was led by Liquor Commissioner John McCabe.

ROLL CALL

The following members were present for roll call: Liquor Commissioner John McCabe, Police Chief John Dossey, Fire Chief Kurt Nelson, Commission Member Rose Hassler and Commission Member Timm Schwartz.

Also present: Attorney Sue Bosich and Liquor Commission Secretary Nicole Stewart.

Absent: Deputy Liquor Commissioner Rick VonRohr.

APPROVAL OF AGENDA

Motion made by Fire Chief Nelson, seconded by Police Chief Dossey to approve the November 29, 2018 agenda. Motion carried viva voce, the agenda was approved.

Liquor Commission John McCabe requested New Business items i. and ii. move to the end of the business items. Motion made by Liquor Commission Member Timm Schwartz, seconded by Police Chief Dossey. Motion carried viva voce and the motion was approved.

APPROVAL OF MINUTES

Motion made by Liquor Commission Member Timm Schwartz and seconded by Fire Chief Nelson to approve the September 27, 2018 Commission meeting minutes. On roll call vote all present voted Aye. Motion carried.

Motion was made by Liquor Commission Member Timm Schwartz, seconded by Commission Member Rose Hassler to approve the October 25, 2018 Commission meeting minutes. On roll call vote all present voted Aye. Motion carried.

PUBLIC INPUT/COMMENTS/QUESTIONS

Nick Filarski, owner of Broadway Liquor, addressed the Commission regarding the minutes of September and October, as to whether a vote existed on lifting the requirement for a separate entrance in grocery stores. Liquor Commissioner John McCabe explained that Commission Members voted at a previous meeting and the motion had carried.

NEW BUSINESS

New Application Walgreen's – 1400 Broadway Street – Class B

The application for a Class B Liquor License for Walgreen's, 1400 Broadway Street, was presented to the Liquor Commission for recommendation for approval. A representative from Walgreen's was present. Attorney Sue Bosich stated she had additional questions that had been answered from the supplemental paperwork received earlier in the day. She added that Walgreen's needed an agent that could be served within the State and documentation was included with the supplemental paperwork. Commission Member Timm Schwartz inquired as to whether the applicant was a resident of the City and the State. Attorney Sue Bosich replied that it was not a requirement because they are a corporation. Motion made by Chief Dossey, seconded by Commission Member Timm Schwartz that the application be approved. On roll call vote all present voted Aye. Motion carried and the license was awarded.

New Application Walgreen's – 2020 Court Street – Class B

The application for a Class B Liquor License for Walgreen's, 2020 Court Street, was presented to the Liquor Commission for recommendation for approval. Motion made by Commission Member Rose Hassler, seconded by Chief Dossey that the application be approved. Chief Nelson commented that the City's Code of Ordinances states for their particular location and building that if a sprinkler system exists that an alarm system but be accompanied through a third party. He added that at this time they are working with the Fire Department to get this installed and that it should not hinder the Liquor License application from getting approved. On roll call vote all present voted Aye. Motion carried and the license was granted.

New Application Aldi – 3475 Court Street – Class B

The application for a Class B Liquor License for Aldi, 3475 Court Street, was presented to the Liquor Commission for recommendation for approval. Motion was made by Chief Nelson, seconded by Chief Dossey that the application be approved. Commission Member Rose Hassler inquired as to whether the application was for beer and wine only or full liquor. It was established by Attorney Sue Bosich that Aldi was applying for Beer and Wine only. On roll call vote all present voted Aye. Motion carried and the license was granted.

New Application Avanti's Ristorante – 3610 Kelly Avenue – Class A

The application for a Class A Liquor License for Avanti's Ristorante, 3610 Kelly Avenue, was presented to the Liquor Commission for recommendation for approval. Motion was made by Chief Nelson, seconded by Chief Dossey that the application be approved. Liquor Commissioner McCabe explained that the license is being granted to new owners as it cannot be transferred from the previous owners. On roll call vote all present voted Aye. Motion carried and the license was granted.

Discussion of "products and services" establishments to have a license i.e. Menard's, salons

Liquor Commissioner McCabe presented to the Members that as a result of changing the liquor code, it also changed the wording and its interpretation. Questions arose as to whether it now includes any business in town and how we draw the line of what kind of business is granted a license, dealing with primarily packaged liquor. Attorney Sue Bosich raised the question as to whether the members wanted to allow places that sell groceries to sell alcohol and to allow places that sell products and services to sell alcohol, which precludes places like Menard's and hair dressers. Chief Nelson questioned the phrase "products and services". Attorney Sue Bosich explained that Walgreen's is primarily a drug store but also sells groceries and products. She added that it is currently allowed in the code and we are not violating that. The question is whether the members want places like Menard's to sell alcohol. Right now it is prohibit because of products and services. Commission Member Rose Hassler added that in years past we had a set number of liquor licenses. The Commissioner explained that was not adopted in the new code from 1995. Chief Dossey commented that it may be a problem in the code the

way it is worded. The members continued to discuss their interpretation of products and services which include places like hairdressers and jewelry stores that provide service and products. The consensus of the members was that the code needs to be clarified and re-addressed. Liquor Commissioner McCabe stated that a vote would be taken at the next meeting in January.

Discussion of Liquor Code changes for upcoming Codification

Attorney Sue Bosich prepared a draft ordinance regarding the employee age for stocking alcoholic beverages in stores and restaurants. Commission members discussed taking a vote and it was the consensus to add the item to January's agenda for a vote.

Attorney Sue Bosich gave the Commission Members an update from the Municode attorney that included suggestions to revisions to the code. The members discussed that even though the Municode attorney gave recommendations for revisions did not mean the members had to follow the recommendation.

The Liquor Commission discussed the question from the park district inquiring about their conditional Class C license with regards to the golf course and the boards input on conditions that would allow 18 year olds to serve liquor and/or take payment. The park district has not returned Attorney Bosich's call as of yet.

ANY OTHER BUSINESS

Liquor Commissioner John McCabe asked that the dates for Liquor Commission meetings be determined to continue on the fourth Thursdays of the month. All members were in agreement.

Chief Nelson made a motion to adjourn and was seconded by Commission Member Timm Schwartz. Motion carried viva voce. Meeting adjourned at 4:47 P.M.

Respectfully submitted,
Nicole Stewart, Liquor Commission Secretary

**REQUEST FOR COUNCIL ACTION****To: Council Members****Date: February 5, 2019****From: Sue McMillan, City Clerk****Sue McMillan, City Clerk****AGENDA ITEM:** Appointment Talena Michaels Zoning Board of Appeals**AGENDA DATE REQUESTED:** February 11, 2019**ACTION REQUESTED:** Adopt Resolution No. 139-18/19.**REQUIRED SIGNATURES****Department Directors and City Staff:**

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

Resolution No. 139-18/19 Mayor's Appointment of Talena Michaels to the Zoning Board of Appeals to fill the unexpired term of Greg Henderson until May 31, 2021

MAYOR

ATTEST:

CITY CLERK

RESOLUTION No. 139-18/19

February 11, 2019

PEKIN, ILLINOIS, _____

RESOLUTION BY COMMISSIONER _____

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PEKIN, ILLINOIS, THAT:
the Mayor's appointment of Talena Michaels to the Pekin Zoning Board of Appeals
to fill an unexpired term of Greg Henderson until May 31, 2021 is approved.



SIGNED BY _____

MAYOR.

Attachment: APPOINTMENT MICHAELS UNEXPIRED TERM HENDERSON ZBA (1620 : Appointment



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: February 6, 2019

From: Sue McMillan, City Clerk

Sue McMillan, City Clerk

AGENDA ITEM: Young Authors Week

AGENDA DATE REQUESTED: February 11, 2019

REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

Office of the Mayor



Proclamation

WHEREAS, Young Authors is a District-wide program and in its thirty-third year in our Pekin Elementary Schools, District No.108; and

WHEREAS, over 3300 students, kindergarten through eighth grade, have an opportunity to participate and to write their own books; and

WHEREAS, this program entails teachers using District writing assignments and helping students turn those assignments into books, illustrated, laminated, and bound, to give each student a lasting memento; and

WHEREAS, 150 District representatives were chosen for the Young Authors District Conference which is being held in the auditorium at Wilson Intermediate School on Monday, February 25, 2019, with the children's books on display; and

WHEREAS, six representatives will be selected to represent District 108 at the State Young Authors Conference at Normal Community High School on Saturday, May 18, 2019.

WHEREAS, the staff and parents of District 108 deserve recognition for their many hours of direction and encouragement;

NOW, THEREFORE, BE IT RESOLVED that I, John McCabe, Mayor of the City of Pekin, Tazewell County, Illinois, do hereby proclaim the week of February 25th to be

"YOUNG AUTHORS WEEK"

in the City of Pekin, Tazewell County, Illinois, and ask the citizens of our community to join in paying special recognition to all of our young writers of today.

ADOPTED, this 11th day of February, 2019 in the Year of Our Lord, Two Thousand and Nineteen.

JOHN MCCABE
Mayor

ATTEST:

SUE E. MCMILLAN
City Clerk



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: February 7, 2019

From: Nicole Stewart, Deputy Clerk

Michael Guerra, City Engineer

AGENDA ITEM: Proposed Street Improvements

AGENDA DATE REQUESTED: February 11, 2019

REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

**REQUEST FOR COUNCIL ACTION****To: Council Members****Date: February 7, 2019****From: Nicole Stewart, Deputy Clerk****Matt Fick,****AGENDA ITEM:** American Junior Golf Association**AGENDA DATE REQUESTED:** February 11, 2019**REQUIRED SIGNATURES****Department Directors and City Staff:**

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: January 23, 2019

From: Matt Fick,

AGENDA ITEM: Resolution No. 140-18/19 American Junior Golf Association D.A. Points Junior Golf Championship

AGENDA DATE REQUESTED: February 11, 2019

ACTION REQUESTED: Approve Resolution No. 140-18/19 to provide a \$7,500 Sponsorship to the American Junior Golf Association 2019 Pekin Tournament from Tourism (Hotel/Motel Tax) Fund.

DESCRIPTION: American Junior Golf Association, along with Pekin native D.A. Points, have proposed to host a 54-hole stroke play tournament featuring junior golfers, ages 12-19, from around the world in Pekin, IL. The event will include a tournament practice round, Qualifier, Junior-Am, and social activity. The event is scheduled to take place July 7 – 11, 2019, and is sponsored by Pekin Insurance and Unitypoint Health.

FINANCIAL IMPACT: \$7,500 from FY 2020 Public Relations Fund 208-208-573-100

NEIGHBORHOOD CONCERNS: Tournament is proposed to be located at Pekin Country Club and/or Lick Creek Golf Course. Congestion on roads, limited parking, and limited access to the courses for recreational play will be expected for the extent of the tournament.

IMPACT IF APPROVED: Tournament has the potential to attract regional and national media attention, draw talented competitors from across the country, provide positive economic impact to the Pekin hospitality community, and promote some of the city's most valuable assets.

IMPACT IF DENIED: Eliminates marketing opportunities included in the \$7,500 sponsorship level and may make it more difficult for Pekin to attract and host the event.

ALTERNATIVES:

RELATED TO EFFICIENCY STUDY:

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

√

A Prosperous Community. To promote and sustain a balanced economy that

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

REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

2/7/2019

Date:

Resolution No. 140-18/19 to provide support in the amount of \$7,500 for the American Junior Golf Association D.A. Points Junior Golf Champion

WHEREAS, the American Junior Golf Association held a 54-hole stroke play tournament featuring 96 junior golfers in the City of Pekin in 2018; and

WHEREAS, the tournament was hosted by Pekin native D.A. Points who provided a free clinic to all participants; and

WHEREAS the entire tournament drew 458 attendees, generated 317 room nights and injected over \$290,000 into the local economy; and

WHEREAS, the AJGA, along with D.A. Points, is once again proposing to hold the tournament in Pekin on July 7-11, 2019 and is requesting a \$7,500 sponsorship from the City to help support continued success.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Pekin, Tazewell County, Illinois that the City provide a grant of \$7,500 from its Tourism Fund to support the 2019 AJGA D.A. Points Junior Golf Championship.

MAYOR

ATTEST:

CITY CLERK



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: February 6, 2019

From: Nicole Stewart, Deputy Clerk

AGENDA ITEM: Ordinance No. 2816-18/19 Amending Title 6, Chapter 2 Regulating Sale of Electronic Smoking Devices

AGENDA DATE REQUESTED: February 11, 2019

ACTION REQUESTED: Adopt Ordinance No. 2816-18/19 amending Title 6, Chapter 2, Section 6 and Subsection 3 of the Code of the City of Pekin Regarding Sale and Delivery of Tobacco Products to Minors

DESCRIPTION: There has been an increase in the use of electronic smoking devices in public areas throughout the City, including, restaurants and other public places. The U.S. Food and Drug Administration has extended its regulations over tobacco products to include certain electronic smoking devices due to health concerns related to these electronic smoking devices. The use of any electronic smoking device by persons under 18 years of age poses a risk to the health of residents within the City of Pekin and to the public in general. It is in the best interests of the City, City residents, and the general public that the use and possession of electronic smoking devices by and sale of electronic smoking devices to any person under 18 years of age be prohibited within the City.

FINANCIAL IMPACT: N/A

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: N/A

IMPACT IF DENIED: N/A

ALTERNATIVES: N/A

RELATED TO EFFICIENCY STUDY: <Efficiency Study>

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

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

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

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

REQUIRED SIGNATURES
Department Directors and City Staff:

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:
Nicole L. Stewart

Nicole L. Stewart, Deputy Clerk

2/7/2019

Date:

**Ordinance No. 2816-18/19 Amending Title 6, Chapter 2, Section 6 and Subsection 3
Regarding Sale and Delivery of Tobacco Products to Minors**

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. 2816-18/19

**AN ORDINANCE AMENDING TITLE 6, CHAPTER 2, SECTION 6, SUBSECTION 3
OF THE CODE OF THE CITY OF PEKIN 1995
REGULATING SALE AND DELIVERY OF TOBACCO PRODUCTS TO MINORS**

WHEREAS, the City of Pekin is a home rule municipality as described in Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, and as such may exercise any power and function pertaining to its government and its affairs; and

WHEREAS, the City Council finds there has been an increase in the use of electronic smoking devices in public areas throughout the City, including restaurants and other public places; and

WHEREAS, the U.S Food and Drug Administration has extended its regulations over tobacco products to include certain electronic smoking devices due to health concerns related to these electronic smoking devices; and

WHEREAS, the City Council finds that the use of any electronic smoking devices by persons under 18 years of age poses a risk to the health of residents within the City of Pekin and to the public in general; and

WHEREAS, the City Council further finds that it is in the best interests of the City, City residents, and the general public that the use and possession of electronic smoking devices by and sale of electronic smoking devices to any person under 18 years of age be prohibited within the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS, in the exercise of its home rule powers, as follows:

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

Section 2. Title 6, Chapter 2, Section 6, Subsection 3 of the Code of the City of Pekin is hereby amended as follows (insertions indicated by underline, deletions by ~~strikethrough~~):

6-2-6-3: **SALE AND DELIVERY OF TOBACCO PRODUCTS AND ELECTRONIC SMOKING DEVICES TO MINORS:**

- A. For the purpose of this Article, the following words and phrases shall have the meanings respectively ascribed to them: "Tobacco Products" means any substance containing tobacco leaf, including, but not limited to, cigarettes, cigars, pipe tobacco, snuff, chewing tobacco or dipping tobacco. "Electronic smoking device" means any electronically operated device which causes the user to inhale or exhale any smoke, nicotine, vapor, or other substance other than those produced by unenhanced human expiration of air from the lungs. "Electronic smoking device" includes any such device, whether manufactured, distributed, marked, or sold as an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, electronic hookah, or any other similar device. "Electronic smoking device" does not include any asthma inhaler or other medical device or product specifically approved by the U.S. Food and Drug Administration for the use in the mitigation, treatment, or prevention of a medical condition and when such device or product is being used solely for such purpose."
- B. It shall be unlawful for any person, including any licensee, to sell, offer for sale, give away or deliver tobacco products or electronic smoking device to any person under the age of eighteen (18) years.
- C. It shall be unlawful for any person under the age of eighteen (18) years to purchase tobacco products or electronic smoking devices, or to misrepresent his or her identity or age, or to use any false or altered identification for the purpose of purchasing tobacco products or electronic smoking devices.
- D. It shall be unlawful for any person under the age of eighteen (18) years to possess any tobacco products or electronic smoking devices; provided that the possession by a person under the age of eighteen (18) years under the direct supervision of the parent or legal guardian of such person in the privacy and confines of the parent's or guardian's home shall not be prohibited.
- E. It shall be unlawful for any licensee or any person in the business of selling or otherwise distributing, promoting or advertising tobacco products or electronic smoking devices, or any employee or agent of any such licensee or person, in the course of such licensee's or person's business, or any other person, to distribute, give away or deliver tobacco products or electronic smoking devices free of charge to any person in any right-of-way, park, playground or other property owned by the city, or property owned by any school district, park district or public library.
- F. Penalty: A person convicted of a violation of any provisions of this Section shall be subject to penalty of not less than twenty five one hundred dollars (~~\$25.00~~100.00) nor more than five hundred seven hundred fifty dollars (~~\$500~~750.00).

Section 3. This Ordinance is an addition to all other ordinances on this 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 4. This Ordinance is hereby ordered to be published in pamphlet form by the City Clerk and said Clerk is hereby ordered to keep at least three (3) copies hereof available for public inspection in the future and in accordance with the Illinois Municipal Code (65 ILCS 5/1-1-1 et seq.).

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS, IN REGULAR AND OPEN SESSION, THIS ____ DAY OF FEBRUARY, 2019, AND UPON ROLL CALL VOTE AS FOLLOWS:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED this ____ day of _____, 2019

MAYOR

ATTEST:

CITY CLERK



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: February 6, 2019

From: Nicole Stewart, Deputy Clerk

AGENDA ITEM: Ordinance No. 2815-18/19 Amending Title 3, Chapter 3 Section 2 Regarding

AGENDA DATE REQUESTED: February 11, 2019

ACTION REQUESTED: Adopt Ordinance No. 2815-18/19 amending Title 3, Chapter 3, Section 2 of the Code of the City of Pekin authorizing the Liquor Commissioner to make exceptions for extended hours of sale for alcoholic liquor

DESCRIPTION: The Liquor Commission recommends that it is in the best interests of the City and its residents to amend the Liquor Code to authorize the Liquor Commissioner to make exceptions for extended hours of sale during certain public holidays and community-wide events.

FINANCIAL IMPACT: Increased business tax revenue

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: Liquor Commissioner is granted authority to extend hours of sale

IMPACT IF DENIED: Liquor Commissioner is not granted authority to extend hours of sale

ALTERNATIVES: N/A

RELATED TO EFFICIENCY STUDY: N/A

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

√

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

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

REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

Finance Department (Certification of Availability of Funds):

Date: _____

City Manager:

Nicole L. Stewart
Nicole L. Stewart, Deputy Clerk 2/6/2019

Date:

2/6/2019

Date: _____

**Ordinance No. 2815-18/19 An Ordinance Amending Title 3, Chapter 3, Section 2 of
the Code of the City of Pekin 1995 Regarding Exceptions to the Hours of Sale for
Alcoholic Liquor**

<Insert Ordinance Legislation>

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. 2815-18/19

AN ORDINANCE AMENDING TITLE 3, CHAPTER 3, SECTION 2 OF THE CODE OF THE CITY OF PEKIN 1995 AUTHORIZING THE LIQUOR COMMISSIONER TO MAKE EXCEPTIONS FOR EXTENDED HOURS OF SALE OF ALCOHOLIC LIQUOR

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 finds that extending the hours during which alcoholic liquor may be sold on certain public holidays in order to encourage local business and allow local businesses to compete with neighboring communities; and

WHEREAS, the City Council finds that it is in the best interests of the City and its residents to amend the Liquor Code to authorize the Liquor Commissioner to make exceptions for extended hours of sale during certain public holidays and community-wide events.

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 3, Section 2 of the City Code of the City of Pekin is hereby amended as follows (insertions indicated by underline, deletions by ~~striketrough~~):

3-3-2: LOCAL LIQUOR COMMISSIONER:

A. The Mayor is hereby authorized to be the Local Liquor Commissioner and shall be charged with the administration of the Dram Shop Act, and of such ordinances and resolutions relating to alcoholic liquor as may be enacted by the City Commission.

B. Powers, Duties and Functions: The Local Liquor Commissioner shall have the following powers, functions and duties with respect to local liquor licenses:

1. All powers, duties and functions granted, or which may hereafter be granted, to the local liquor commissioner by the state.
2. To grant or refuse an application for a license, to suspend for not more than thirty (30) days, or revoke for cause, any local license issued to persons or entities for licensed premises within the Commissioner's jurisdiction, and to impose fines as authorized in Section 3-3-12(F).

3. To appoint, with the advice and consent of the City Council, one or more persons to serve as deputy local liquor commissioners. Such person or persons shall have full authority to exercise any of the powers, duties and functions enumerated herein, except as the Commissioner may specifically exclude by such appointment. Such deputy local liquor commissioner may be appointed to serve at the pleasure of the Local Liquor Commissioner, but not beyond the term of office of the appointing Local Liquor Commissioner, and may be designated either (a) to act in the absence of the Local Liquor Commissioner, or (b) to act in lieu of the Local Liquor Commissioner. With respect to Liquor License hearings, any such deputy local liquor commissioner so appointed shall submit findings and recommendations to the commissioner setting forth his/her conclusions respecting the existence and nature of any violation of law and the appropriate disciplinary action to be taken, if any, which may be accepted, modified or rejected by the Local Liquor Commissioner.

4. To attach and/or vary conditions, where necessary, to any license that extends or restricts the circumstances under which alcohol may be supplied or requires certain actions of the licensee. Such conditions will be intended to permit the proper functioning of the licensed business, to ensure that alcohol is supplied responsibly and safely and to assist the enforcement or emergency services.

5. To enter or to authorize any law enforcement officer to enter, at any time, upon the premises licensed hereunder to determine whether any of the provisions of the State law or City ordinance, or any rules or regulations adopted by the Commissioner or by the State Commission, have been or are being violated, and at such time to examine the licensed premises of the licensee in connection therewith. Any person or persons appointed by the Local Liquor Commissioner and named as Deputy Local Liquor Commissioner pursuant to this section shall have the power given to the Local Liquor Commissioner by this subsection. To receive complaints from any citizen within the Commissioner's jurisdiction that any of the provisions of the State law or of this Chapter have been or are being violated, and to act upon such complaint(s) in the manner provided by law.

76. To direct payment of local liquor license fees to the City Clerk.

87. To examine, or cause to be examined, under oath, any applicant for a local license or for a renewal thereof, or any licensee upon whom notice of revocation or suspension has been served, or any licensee against whom a citation proceeding has been instituted by the State of Illinois Liquor Control Commission; to examine, or cause to be examined, the books and records of any such applicant or licensee or respondent; and to hear testimony and take proof for his/her information in the performance of his/her duties; and for such purposes, to issue subpoenas which shall be effective in any part of this State. For the purpose of obtaining any of the information desired by the Local Liquor Commissioner under this section, the Commissioner may authorize his/her agent to act on his/her behalf.

98. To order, upon the issuance of a written order, the licensed premises closed for not more than seven (7) days, giving the licensee an opportunity to be heard during that period, if the Local Liquor Commissioner has reason to believe that any continued operation of a particular

licensed premises will immediately threaten the welfare of the community; except that if such licensee shall also be engaged in the conduct of another permitted business on the licensed premises, such order shall not be applicable to such other permitted business or businesses.

109. To appoint a Local Liquor Commission.

10. To modify or make exceptions to the hours of sale for alcoholic liquor set forth in section 3-3-5-1, upon recommendation of the Local Liquor Commission, to allow for the earlier opening or later closing of premises holding a Class A license, subject to the following limitations:

- (a) No such modification shall extend more than one (1) consecutive day, and shall be limited to no more than three (3) such modifications per calendar year;
- (b) Modifications shall be limited to a difference of no more than two (2) hours from the hours set forth in section 3-3-5-1.
- (a)(c) No such modification shall be made unless the Local Liquor Commissioner finds that such modification (i) would promote or foster local business, encourage patronage of local businesses, and allow local businesses to compete with neighboring municipalities, (ii) would not result in increase in noise, traffic, or other conditions that would constitute a public nuisance; and (iii) would not be otherwise detrimental to the public health and welfare.
- (d) Any modification to the hours of sale made pursuant to this section shall apply to all Class A license holders within the City.

Section 3. 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 4. This Ordinance shall be in full force and effect from and after its passage, approval.

PASSED AND APPROVED at the regular meeting of the City Council of the City of Pekin, this _____ day of _____, 2019; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2019

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 _____, 2019 ADOPTED ORDINANCE NO. 2815-18/19 A TRUE AND CORRECT COPY OF WHICH IS CONTAINED IN THIS PAMPHLET

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, 2019.

(SEAL)

CITY CLERK



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: February 6, 2019

From: Mark Rothert, City Manager

AGENDA ITEM: Public Service Grants for 2018 CDBG Program Year

AGENDA DATE REQUESTED: February 11, 2019

ACTION REQUESTED: Approve award of 2018 Community Development Block Grant (CDBG) Public Service Activities.

DESCRIPTION: Historically, the City of Pekin has supported human and social service agencies through its Community Development Block Grant program. In late 2018, a request for proposals was issued and the City received responses from several agencies to undertake CDBG eligible activities ("Public Services"). Total CDBG funds allocated for the current program year are \$58,775.36, with a minimum 50% local-match requirement from participating agencies.

An ad hoc committee reviewed the requests, scored applications; and submitted this recommendation for funding and approval to the Pekin City Council. A summary narrative of the proposed projects is below.

FINANCIAL IMPACT:

Staff recommends approval of the following allocations of the Grant:

Organization	Project	Program Description	Recommend Funding
Prairie State Legal Services	Pekin legal advocacy for financial stability	Provide legal advice and services to 10 unduplicated clients who live in Pekin to reduce barriers to employment due to criminal records, denial of public benefits, credit and licensing issues, homelessness, and issues involving domestic violence.	\$4,500.00

YWCA Pekin	Aquatics and Land Fitness	Help low-income resident adults who suffer from muscular/joint conditions to utilize a warm water pool for symptom relief and healing. Help children with developmental disabilities to learn swimming and life-saving skills, and help seniors to increase muscular strength through land and water exercise.	\$2,700.00
YWCA Pekin	Kids Fun Days	School-aged children residing at PHA will be invited to attend "Kids Fun Days" at the YWCA, twice a week for lessons on literacy, art, and physical fitness.	\$666.67
YWCA Pekin	Healthy Choices for Healthy Lifestyles	Will offer a month long, twice a week program educating low-income women residing at the Pekin Housing Authority on making healthy choices for healthy living	\$1,000.00
Neighborhood House	Home-delivered meals program for low to moderate income seniors	To provide a hot and nutritious lunch for Pekin senior citizens five days a week at Miller Center, the Pekin Congregate Meals site, and home-delivered meals.	\$8,408.69
The salvation army	Rust Transition Center	Offer programs for life skills, financial stability, and goal setting with case management in a 24/7 shelter for families and individuals.	\$18,000.00
The salvation army	Wheels for Work and Wellness	The Salvation Army will be providing bus passes to residents of Pekin who need transportation to work, interviews or medical appointments.	\$1000.00
Center for Prevention of Abuse	Carol House of Hope	Will serve 125 adults and children with 1,850 nights of emergency shelter plus case management services to ensure safety as they flee domestic violence. Assist in developing plans for self-sufficiency and locating safe, stable housing.	\$22,500.00
TOTAL			\$58,775.36

Request: \$58,775.36
 Budget: \$58,775.36 261-261-563205 (Contributions)
 Expense YTD: \$0.00

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: Human and social service agencies will be funded through the 2018 CDBG Public Service funding

IMPACT IF DENIED: Human and social service agencies will not be funded through the

2018 CDBG Public Service funding	
ALTERNATIVES: N/A	
RELATED TO EFFICIENCY STUDY: N/A	
RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2 boxes. Copy this check mark ✓ and paste it to the left of the relevant theme.]	
	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
✓	A High Quality of Life. To support or provide services that improve the quality of life for Pekin's residents.
	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.
REQUIRED SIGNATURES	
Department Directors and City Staff:	
Date: Finance Department (Certification of Availability of Funds): Date:	
City Manager:	
Mark A. Rothert Mark A. Rothert, City Manager	Mark A. Rothert Mark A. Rothert, City Manager

Date:

Public Service Grants for 2018 CDBG Program Year

MAYOR

ATTEST:

CITY CLERK



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: February 5, 2019

From: Michael Guerra, City Engineer

AGENDA ITEM: Resolution for Repair to the North Secondary Clarifier

AGENDA DATE REQUESTED: February 11, 2019

ACTION REQUESTED: Adopt Resolution No. 141-18/19 to approve the quote from Fab Tech Wastewater Solutions LLC in the amount of \$42,500.00 for repairs to south clarifier at wastewater treatment plant.

DESCRIPTION: In June of 2018, the North Secondary Clarifier had an issue occur which damaged the center stack equipment for the tank. This equipment consists of two large cantilever arms on the bottom of the tank and top of the tank that allows for material to be pumped out of the tank. One of the top arms got lodged on a skimmer box resulting in the equipment to over torque and twist one of the arms. After taking the clarifier offline to clean and inspect the damage to the equipment in the tank, it was determined that there was no single reason that could be determined that caused the damage. Therefore a claim was filed with the City insurance company and has been approved. In order to meet the insurance requirements for the claim, the City sought three quotes for the repair. The prices ranged from \$42,500 to \$64,006.61. The insurance company reviewed the quotes and found the quote from Fab Tech Wastewater Solutions, LLC in the amount of \$42,500 to be reasonable and customary. The insurance will reimburse the City for the cost of the repair after the work is completed and a copy of the final invoice is reviewed and approved. Therefore this resolution is needed for the City to approve the quote to Fab Tech Wastewater Solutions, LLC so the work can begin.

FINANCIAL IMPACT: This will cost the City \$42,500 which will be reimbursed with the insurance claim minus our deductible of \$500. This funding will utilize the insurance fund of 695-093-5-18131 for both the expenses and then the credit for the reimbursement.

NEIGHBORHOOD CONCERNS: Both secondary clarifiers need to be operational for optimal performance of the treatment plant during rain events. While the treatment plant can maintain water quality standards with one clarifier, it puts additional strain on the remainder of the system. Therefore it is recommended to restore operation of this clarifier as soon as practical.

IMPACT IF APPROVED: Approval for Fab Tech Wastewater will be given to begin fabrication of the parts needed for the repair so they can install the repaired unit in 4-6 weeks.

IMPACT IF DENIED: Approval for Fab Tech Wastewater will not be given and the City will be delayed in getting the necessary repairs made.

ALTERNATIVES: N/A

RELATED TO EFFICIENCY STUDY: N/A

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

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

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

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

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

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

REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

2/7/2019

Date:

**Resolution No. 141- 18/19 for the approval of the quote for the repair to a clarifier
at the wastewater treatment plant**

WHEREAS, the north secondary clarifier at the wastewater treatment plant sustained structural damage after the skimmer arm became lodged on the skimmer box in June of 2018 ; and

WHEREAS, the reason for the equipment failure was undetermined; and

WHEREAS, an insurance claim with the Illinois Municipal League administered by CCMSI was initiated for the coverage of the repairs; and

WHEREAS, for the insurance claim, the City sought three quotes for the repairs; and

WHEREAS, the insurance company has reviewed the quotes and has found the low quote from Fab Tech Wastewater Solutions, LLC to be reasonable and customary; and,

WHEREAS, the Illinois Municipal League will reimburse the City the cost of the repairs minus the City deductible of \$500 upon approval of the final invoice; and,

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Pekin, Tazewell County, Illinois for 1.) approval of the quote from Fab Tech Wastewater Solutions, LLC, 2.) City staff to issue the notice to proceed for the repair, and 3.) execution of any and all necessary paperwork required for the insurance claim for the repair.

MAYOR

ATTEST:

CITY CLERK

FAB TECH WASTEWATER SOLUTIONS LLC

Quotation NO. QFT-40327
DATE 11/29/2018
CUSTOMER ID PEKINIL

JOB: City of Pekin IL

PAYMENT TERMS

Net 30

DESCRIPTION	QUANTITY	AMOUNT	TOTAL
Material and Labor to remove the existing damaged equipment and install new Box Truss, Structural Connecting Members, Skimmer Assembly and Scum Deflector (provided by Fab Tech WWS) all items will be blast clean and finish painted.	1.00	\$42,500.00	\$42,500.00
			\$0.00
			\$0.00
			\$0.00
Lead time 4-6 weeks			\$0.00
Warranty 2 years on all parts and labor			\$0.00
			\$0.00
			\$42,500.00

Make all checks payable to FAB TECH WASTEWATER SOLUTIONS LLC. THANK YOU FOR YOUR BUSINESS!

QUOTE VALID FOR 30 DAYS

Packet Pg. 47



Division of McNish Corporation

Dedicated to the
Water and
Wastewater Industry

**TO: CITY OF PEKIN
WASTEWATER FACILITY**

Walker Process Equipment

Division of McNish Corporation

840 North Russell Avenue

Aurora, Illinois 60506-2851

E-Mail: walker.process@walker-process.com

Website: www.walker-process.com

Phone: 630-892-7921

Fax: 630-892-7951

November 13, 2018

PROJECT: Pekin, IL - Wastewater Facility
QUOTE DATE: November 13, 2018

PROPOSAL NO.: EWB102718

Ladies/Gentlemen

We are pleased to submit this proposal as our offer to sell and furnish the following equipment:

One (1) Truss Arms and One (1) Skimmer Assembly

This proposal is divided into the following sections that together form our complete proposal:

Pricing Summary	Pg 2-3
Scope of Supply and Clarifications	Pg 4-5
General Items	Pg 6-7
Terms and Conditions of Sale	Pg 8-10
Mechanical Warranty	Pg 11

If we can furnish any clarifications or additional information, please contact Erik Lanphier at 847-650-1983. We look forward to the opportunity of working with you in the execution of this project.

Sincerely,

WALKER PROCESS EQUIPMENT
Division of McNish Corporation

Ed Beverly
After Market Manager

Attachment: Walker-DPS Quote (1619 : Resolution for Repair to the North Secondary Clarifier)

PRICING SUMMARY

Listed below is a summary of prices for equipment as noted within this proposal. The prices are for equipment as described herein, F.O.B. shipping point with freight prepaid via truck, exclusive of any taxes.

NOTE: Please refer to the following pages for clarifications to our scope of supply.

One (1) Truss Arm and One (1) Skimmer for the price of \$29,500.00

EXISTING STRUCTURE NOTE: The Contractor shall be solely responsible for measuring and providing Walker Process Equipment, a division of McNish Corporation ("WPE") with accurate as built dimensions for all existing structures where WPE is furnishing equipment. This information must be made available to WPE in a timely manner to avoid delaying the equipment delivery schedules outlined within this proposal. In the event that dimensions are not provided or the provided dimensions are in error, which results in modifications to either the equipment or the adjacent structures, the Contractor shall be solely responsible for all labor, materials and associated costs to correct the resulting situation.

TIME OF ACCEPTANCE: This offer to sell is subject to receipt of your purchase order on or before December 13, 2018.

The number of this proposal must be referenced in the Purchaser's purchase order. The prices quoted in this proposal are based upon and subject to Purchaser's acceptance of the Terms and Conditions of Sale attached to this proposal. WPE reserves the right to change the prices quoted if the subsequent Purchase Order changes or modifies in any manner, the Scope of Supply or the attached Terms and Conditions of Sale, unless WPE's written consent is first obtained. This proposal shall become a binding contract for the scope of equipment supply and mechanical warranty responsibility, upon acceptance by Purchaser and approval by WPE as provided for in the Terms and Conditions of Sale.

TERMS OF PAYMENT:

100% net prior to shipment of materials, or upon offer of shipment, payment in US funds.

Invoices not paid within 30 days from date of invoice will bear interest at the rate of two percent (2%) per month.

These terms are completely independent from, and in no way contingent upon, when you receive payment from the Owner and/or prime contractor. Walker

PRICING SUMMARY

Process prices do not include sales, use, excise, or other similar taxes, and all such taxes shall be paid by the Purchaser. Our offering does not include bonds of any kind, which the purchaser may require.

The price in the quotation includes one (1) electronic service manuals. If additional copies are required, prices will be provided upon request.

PRICE ADJUSTMENTS:

This price is firm, without escalation, if Walker process Equipment, Division of McNish Corporation is able to obtain approval that will allow us to purchase materials for your project within five (5) months of this proposal date shown on this proposal.

If we are unable to purchase materials for any reason within five (5) months of the proposal date, the price will be subject to adjustment.

TERMS AND CONDITIONS:

Please refer to the attached Terms and Conditions of Sale, which form an integral part of this proposal.

FIELD SERVICE:

Our prices does include the services of a factory field service technician for checkout, initial start-up, testing, commissioning, and/or instruction of plant personnel as noted in the "Scope of Supply". Refer to the attached General Items regarding our Terms of Field Service.

SCOPE OF SUPPLY

The existing clarifier was supplied by WPE on Walker contract number Q20574.

WALKER PROCESS WILL SUPPLY:

SPUR GEAR DRIVE: Reuse Existing

BRIDGE: Reuse Existing

INFLUENT WELL: Reuse Existing

DRIVE CAGE: Reuse Existing

CENTER PIER: Reuse Existing

COLLECTOR ARMS: One (1) box truss with a minimum structural member thickness of 1/4" with clevis assemblies zinc plated. Along with One (1) skimmer assembly with supports and full radius scum deflector.

FLIGHTS: Not required or supplied by WPE

WEIR TROUGHS: Reuse Existing

WEIR PLATES: Reuse Existing

ELECTRICAL CONTROLS: Reuse Existing

SHOP PAINTING: One (1) shop prime coat of Sherwin-Williams Dura-Plate 235 epoxy, Red Oxide, 7.0 to 9.0 mils dry film thickness, followed by one (1) field finish coat of Sherwin-Williams Dura-Plate 235 Epoxy, ANSI #70 Gray, 7.0 to 9.0 mils dry film thickness.

Contractor will be responsible to touch up all damage that may occur during unloading and installing of equipment.

Aluminum, stainless steel, galvanized steel, plastic and other special materials will not be shop painted.

SPARE PARTS: None

FASTENERS: Those being provided will be 316 stainless steel.

ANCHORAGE: Not required or being offered.

FIELD SERVICE: As required, but not to exceed one (1) trip one (1) day of mechanical service.

Pekin, IL WWTP
 Proposal No. EWB102718
 November 13, 2018
 Page 5 of 11

ESTIMATED SCHEDULE: Based on current deliveries by suppliers and our projected work load, we estimate that we can ship fabricated materials in accordance with the schedules listed below. Approval Schedule is shown in weeks after receipt of order with complete information. SCHEDULE COMMITMENTS ARE SUBJECT TO REVISION AND MUST BE CONFIRMED AT TIME OF ORDER.

Submittal of Approval Drawings 5 to 6 weeks
 Shipment, after Receipt of Approval . . 14 to 16 weeks

After return of submittals delivery may improve depending on work load of engineering department and manufacturing.

EXCLUSIONS: Although shown on the plans and/or specifications, the following are not included in this offering.

1. Unloading, hauling or storage
2. Concrete work or erection
3. Electrical controls including motor starters and disconnects
4. Field painting or welding
5. Labor and materials to repair defects in galvanized surfaces caused from shipping, handling and installation
6. Lubricating oil or grease
7. Tools (no special tools are required)
8. Spare parts
9. Any item(s) not specifically indicated as provided in the above scope of supply

Pekin, IL WWTP
 Proposal No. EWB102718
 November 13, 2018
 Page 6 of 11

GENERAL ITEMS

SAFETY REGULATIONS: Equipment and specified accessories supplied by WALKER PROCESS EQUIPMENT Division of McNish Corporation (WPE) will comply with the Occupational Safety and Health Act of 1970 as may be amended to date of order. Purchaser will be responsible for specifying items required by the Act, which depend upon the particular service or operating methods of the Owner.

PAINTING: If Purchaser's equipment has shop painting included in the price, as outlined in the main body of this proposal, please take note of the following:

Our prices are based on shop surface preparation and shop coat(s) as outlined in the main body of this proposal. In the event that an alternative paint system is selected by the Purchaser, WPE requires written notification and data from Purchaser on the alternate paint selected. With Purchaser's agreement, WPE will then either adjust our price as may be necessary to comply or ship the material unpainted if compliance is not possible, due to application problems or environmental controls.

Shop primer paint is intended to serve only as minimal protective from the time of application (usually for a period not to exceed 30 days). Therefore, it is imperative that the finish coat normally be applied within 30 days of shipment on all shop coated surfaces. Without final coating(s) protection, primer degradation will likely occur after this period, which in turn may require renewed field surface preparation and field coating by Purchaser and/or Field Painting Contractor. Unless noted otherwise, shop prime paint will be held back 3 inches from areas that require field welding.

All field surface preparation, field paint, field touch-up, and field repair to shop coated surfaces are not by WPE. WPE will not be responsible for condition of shop primed or shop finished painted surfaces after equipment leaves its shops. Purchaser is invited to inspect painting in our shops for proper surface preparation and shop coating application prior to shipment.

WPE assumes no responsibility for field surface preparation or field touch-up of shop coatings related to shipping damage or handling damage. Any bruises, mars and/or scratches caused by loading, shipping, unloading and handling the equipment must be immediately touched up in the field by Purchaser and/or Field Painting Contractor prior to any equipment storage or equipment installation. WPE will not accept any responsibility for rusting due to equipment not receiving additional coats in the field by the Purchaser and/or Field Painting Contractor.

Purchaser must advise WPE in writing of any and all concerns regarding the shop applied surface preparation and/or the shop applied coating(s) before equipment is installed. WPE will not accept any back charges related to either the shop applied surface preparation or the shop applied coating(s) after equipment has been installed.

Application of field coating(s) shall be in strict compliance with the coating manufacturer's recommendations. Prior to application of field coat(s), the Purchaser and/or Field Painting Contractor must ensure that the maximum recoat time for the shop coating, as set forth by the shop coating manufacturer, will not be exceeded. If the maximum recoat time will be exceeded, the Purchaser and/or Field Painting Contractor shall consult the shop coating manufacturer for necessary surface preparation prior to applying subsequent top coats. Application of field coating(s) shall be construed as the Purchaser and Field Painting Contractor's full acceptance of both the shop applied surface preparation and the shop applied coating(s). WPE will not accept any back charges related to either the shop applied surface preparation or the shop applied coating(s) after field coatings are applied.

All finish coats are not by WPE unless otherwise stated in the main body of this proposal. Finish coats must be the same type and by the same paint manufacturer as the prime coat, to ensure optimum compatibility and avoid invalidation of the paint warranty. The Purchaser and Field Painting Contractor are responsible that the field finish coating system is fully compatible with the shop applied coating(s).

Painting of fasteners and other touch-up to painted surfaces will be by Purchaser and/or Field Painting Contractor after mechanism erection.

No shop coatings are used by WPE on aluminum, stainless steel or other non-ferrous metals, or on galvanized metal, unless specifically designated.

All pipes, tubes, etc., 20" in diameter and larger, which receive shop surface preparation as outlined in the main body of this proposal, receive both interior and exterior shop surface preparation and shop coating. For pipes, tubes, etc., smaller than 20" in diameter, shop surface preparation and shop coating only extends into the ends of the pipes, tubes, etc., as far as the gun will reach without inserting the gun within the pipe or tube.

Motors, gear motors, and other components not manufactured by WPE will be painted solely with the originating manufacturer's standard paint system. No additional shop coatings are applied by WPE for components not manufactured by WPE.

Prior to field sandblasting, the Purchaser and/or Field Painting Contractor shall protect all gears, motors, drives, mixers, shafting, electrical controls, seals, breather vents and miscellaneous items of equipment that could be damaged by sandblasting or entry of sand. Painting can damage seals and plug breather vents on the drive units. WPE will not be responsible for leaks or loss of lubricant due to field applied paint of seals and/or vents.

Evaluation of dry film coating thickness complies with the requirements of industry standard SSPC-PA2, "Paint Application Specification #2 Measurement of Dry Coating Thickness With Magnetic Gages."

Attachment: Walker-DPS Quote (1619 : Resolution for Repair to the North Secondary Clarifier)

Pekin, IL WWTP
 Proposal No. EWB102718
 November 13, 2018
 Page 7 of 11

ANCHORAGE: Note that existing concrete tanks may require concrete modifications in the areas where new anchors will be placed in order to meet current design codes. Sometimes the required modification may be extensive. Foundation loads from the equipment provided will be submitted, but WPE is not responsible for cost, design, or the work for the concrete modification.

WPE is not responsible for determining the condition, adequacy, capacity, or suitability of existing anchors or concrete if the existing anchors are to be reused.

STAINLESS STEEL: Stainless steel products that have been subjected to the pickle, passivate and electro-polish process are more resistant to rust and corrosion than untreated products, however this does not guarantee that the products will not rust, corrode or discolor. Due to the many circumstances outside of the control of Walker Process Equipment Division of McNish Corporation and our fabricators all present and prospective purchasers of stainless steel product are cautioned about possible conditions that affect their application if cosmetic appearance is required. McNish Corporation and Walker Process Equipment Division of McNish Corporation make **no warranty**, expressed or implied, as to the rust, corrosion or discoloration resistance of stainless steel products supplied by Walker Process Equipment Division of McNish Corporation.

ADHESIVE (EPOXY) ANCHORS: WPE specifically excludes all responsibility for field installation of adhesive anchors, all field installer certifications of adhesive anchors, and all equipment and appurtenances required to field install the adhesive anchors.

RECEIVING MATERIAL: Upon receipt of each shipment, the Contractor/Purchaser should check the goods received against the tally on the PACKING LIST provided by WPE. If any items are missing, an appropriate notation should be made on the shipping papers and WPE should be notified immediately. Shipments for which no shortages are reported to WPE within fourteen (14) days of delivery to the jobsite will be considered complete as listed on the PACKING LIST.

STORAGE/PROTECTION: All motors, drives, shipping cartons containing sensitive equipment, and any other items that would reasonably deem special care be exercised in storage must be stored inside or adequately protected from moisture, and exposure. WPE will not be responsible for damage or deterioration due to improper handling, exposure or inadequate protection.

FIELD INSTALLATION: The equipment described and offered in this proposal is to be field installed by OTHERS. WPE will provide General Installation instructions, as a guide only, to assist installer who is presumed to be experienced, competent and equipped to handle and install the equipment as offered herein. It is the Contractor's responsibility to furnish any erection aids he deems necessary.

GENERAL ITEMS NOT INCLUDED: Unless specifically indicated to the contrary in the scope, the following items are excluded from our offering:

INSPECTION FOR DAMAGE UPON ARRIVAL, UNLOADING, HAULING OR STORAGE, SHIMS/SHIM SETS, ALL ELECTRIC CONTROLS, CONDUIT, WIRING AND ALARMS, GREASE FITTINGS, GREASE LINES, LUBRICATING OIL OR GREASE, INFLUENT PIPE, SLUDGE OR SCUM PIPING AND FITTINGS AND VALVES, FIELD PAINTING OR WELDING, CONCRETE WORK, INSTALLATION OF EQUIPMENT, ANCHORAGE TEMPLATES, LABOR AND MATERIALS TO REPAIR DEFECTS CAUSED FROM SHIPPING AND HANDLING AND INSTALLATION, HANDRAILS AND WALKWAYS NOT LOCATED ON THE EQUIPMENT, TOOLS, SPARE PARTS, VIDEO TAPES/TAPING OF INSTRUCTIONS/TRAINING SESSIONS.

If this proposal includes an offer for WPE to provide field inspection services of existing equipment, the price shown does not include any material or labor necessary to provide safe access to all areas that require visual inspection, such as scaffolding, ladders, lifts, lighting, safety harnesses, testing for air quality in confined areas, breathing apparatus, safety observers, safety permits or any other materials or labor required for the inspections. The contractor is solely responsible to coordinate the draining and cleaning of all tanks and structures to be inspected and to provide all material and labor required to assist WPE with the inspection.

When field service is requested to inspect existing structures, the following conditions shall apply:

- *The field inspection services will be performed to generally accepted industry professional standards and WPE will use ordinary skill in providing field inspection services.*
- *The Customer shall provide well-ventilated access to all areas requiring inspection and will provide all required scaffolding, ladders, safety equipment, tools, surveying equipment, labor assistance etc., required to perform the field inspection services.*
- *The Customer shall completely drain and clean all tanks, structures and access areas prior to WPE providing field inspection services.*
- *The Customer shall understand that WPE personnel are not corrosion experts, concrete experts, coatings experts, or failure analysis experts; All field inspections are strictly limited to "visual" observations and do not encompass measuring structural members or structural analysis.*
- *The Customer shall satisfy itself as to the adequacy and accuracy of the information provided by WPE personnel and shall take complete responsibility as to the use of the information provided by the WPE personnel and the information contained within the WPE field inspection report, which will be provided by WPE to the Customer.*
- *WPE makes no warranty of any kind, expressed or implied with respect to the field inspection services.*

TERMS AND CONDITIONS OF SALE

1. **Controlling Terms.** All purchase orders submitted to Walker Process Equipment, a division of McNish Corporation (hereinafter referred to as "Seller") by a purchaser (hereinafter referred to as the "Buyer") for products and/or services sold by Seller shall constitute acceptance of Seller's Bid Proposal, these Terms and Conditions of Sale and Seller's Mechanical Warranty (hereinafter referred to, collectively, as "Seller's Contract Documents"). In the event any provision of Buyer's purchase order conflicts with Seller's Contract Documents, the provisions of Seller's Contract Documents shall control. Any modifications, amendments or other changes to Seller's Contract Documents must be agreed upon in writing signed by Seller. Seller is neither a party to, nor shall Seller be bound by, the terms of any contract or agreements between Buyer and any other party. (Seller's Contract Documents and Buyer's purchase order are hereinafter referred to, collectively, as the "Contract").
2. **Acceptance of Purchase Orders.** All purchase orders received by Seller are subject to approval of Buyer's credit and is contingent upon Seller's receipt of written approval of all equipment submittals or written waiver thereof.
3. **Shipment and Delivery.** The shipping schedule set forth in Seller's proposal is based upon Seller's knowledge of the availability of materials at the time of quotation. Seller will use reasonable efforts to meet specified delivery dates, but such dates are estimates only and are not guaranteed. Seller reserves the right to make partial shipments and invoice Buyer for same. If Buyer delays shipment, Seller may invoice and the Buyer agrees to remit the amount due per terms as if the equipment had shipped. The Seller should not be liable for any delays beyond its reasonable control (i.e., force majeure) including inadequate or reduced supply, or excessive costs, of suitable materials.
4. **F.O.B. Point and Title.** Seller's delivery of goods to a carrier F.O.B. shipping point constitutes delivery to Buyer and will transfer all title, ownership, and possession of the goods to Buyer.
5. **Payment Terms.** Payment terms are independent of, and are not contingent upon, the time and manner in which Buyer receives payment from any other person. All accounts that remain unpaid after the due date will accrue interest at a rate of two percent (2%) per month (annual percentage rate of 24%), or the maximum interest rate permitted by law. Buyer shall pay all costs and expenses, including reasonable attorneys' fees, which are incurred by Seller to collect any past due accounts.
6. **Setoff.** Buyer shall have no right to setoff or deduct any sums owed to Seller under this Contract for any amounts that are in dispute between Seller and Buyer and relate to any other project or contract between Seller and Buyer. Any setoff so made shall constitute a default by Buyer under this Contract and Seller shall then be entitled to pursue all remedies available to Seller for such default, including, but not limited to, the Seller's right to stop performing Seller's obligations under this Contract.
7. **Taxes.** Prices quoted by Seller do not include any federal, state, local, sales, use, excise or other taxes. Any tax applicable to Buyer's purchase of Seller's goods shall be paid by Buyer directly to the appropriate governmental authority.
8. **Warranty.** Seller warrants all goods that it manufactures in accordance with the terms of Seller's Mechanical Warranty, a copy of which is attached hereto and made a part hereof (the "Warranty"). Seller reserves the right to declare the Warranty null and void upon the breach of any of Buyer's obligations under its Contract.
9. **Cancellation.** If Buyer requests or causes a cancellation of any work performed by Seller on Buyer's behalf, Buyer agrees to pay Seller for all costs and expenses incurred by Seller, plus overhead and profit, through and including the date of cancellation.
10. **Backcharges.** No back charges or delay in payment for goods or services furnished by Seller under this Contract shall be made by Buyer without Seller's advance written approval. If Buyer assesses back charges against Seller that are not approved in advance by Seller, Buyer shall be in breach of this Contract and Seller shall have no further obligation to continue performing any further work or service for Buyer.

11. **Price Adjustment.** If shipment is, for any reason, deferred by the Buyer beyond the normal shipment date, or if material price increases are greater than (2%)-¹ from proposal date to material procurement date, stated prices set forth herein are subject to escalation. The escalation shall be based upon increases in labor and material and other costs to McNish Corporation, that occur in the time period between quotation and shipment by McNish Corporation. Buyer agrees to this potential escalation regardless of contradicting terms in the contract, except when an agreed upon escalation adder is included in the price.

- a) The total quoted revised price is based upon changes in the indices published by the United States Department of Labor, Bureau of Labor Statistics. Labor will be related to the Average Hourly Earnings Indices found in the Employment and Earnings publication. Material will be related to the Metal and Metal Products Indices published in Wholesale Prices and Prices Indices.
- b) Price revision for items furnished to, and not manufactured by McNish Corporation, which exceed the above escalation calculation, will be passed along by McNish Corporation to Buyer based upon the actual increase in price to McNish Corporation for the period from the date of Proposal to the date of shipment by McNish Corporation.

12. **Indemnification.** Seller agrees to indemnify Buyer, hold Buyer harmless, and upon request, to defend Buyer from and against all damages, losses, liabilities, costs and expenses, including reasonable attorney's fees, incurred by Buyer and arising from any claims, demands and suits, for personal injury, death, or property damage caused by the acts or omissions of Seller, in whole or in part, in connection with Seller's furnishing of the goods and services by this Contract. Seller's maximum liability to Buyer hereunder shall not exceed the limits of Seller's insurance policies as evidenced by the Certificate of Insurance delivered by Seller to Buyer in connection with this Contract.

13. **Limitation of Liability.** Notwithstanding anything contained in this Contract to the contrary, Seller shall have no liability to Buyer for any consequential, incidental, indirect, liquidated, special, exemplary, and punitive damages arising from or alleged to arise from Seller's breach of this Contract, as Seller's sole liability to Buyer for breach of this Contract shall be for direct damages actually suffered or incurred by Buyer. Seller's liability to Buyer for warranty claims shall be solely as stated in Seller's Mechanical Warranty attached hereto and made a part hereof. Seller's maximum liability to Buyer for direct damages under this Contract shall be limited to, and shall not exceed, the purchase price of the goods and services furnished by Seller to Buyer under this Contract.

14. **Field Service.** Field service quoted is not supervisory but advisory only and is offered subject to the express agreement that our servicemen's function and responsibilities are limited to inspection, interpretation of assembly drawings and IOM manuals, and identification of materials for proper assembly and operation. In order to insure the availability of a servicemen, Buyer must provide Seller with a four (4) week advance notice to schedule service requests. If less than four (4) weeks-notice is given by Buyer, Seller cannot guarantee availability when requested, and also may result in premium charges to Buyer's account. In the event Seller's field service technician arrives when requested, and the jobsite is not ready for service, Seller shall deduct the days/trips from the allotted time included in our scope of supply, or invoice Buyer at the per diem rate plus actual travel expenses.

Any additional field service requested by Buyer shall be provided by Seller at a rate of \$1,000 per diem plus actual travel, housing and meal expenses. Consultation or advisory services of a process engineer or staff engineer within the continental limits of the United States will be charged at the rate of \$1,200 per diem plus actual travel, housing, and meal expenses. There will be no credit for using less days or trips than the amount identified within this proposal. The per diem rates quoted are for normal site work schedule, eight (8) hours per day, five (5) days per week; all overtime and Saturday work to be invoiced at one and one-half the per diem rate; Sunday and legal holiday work to be invoiced at double the per diem rate.

15. **Limitation of Actions.** Notwithstanding any statutory period of limitation to the contrary, and except as otherwise provided in Seller's Warranty, any action or claim against Seller by Buyer with respect to Seller's

Pekin, IL WWTP
 Proposal No. EWB102718
 November 13, 2018
 Page 10 of 11

furnishing of goods must be brought within one (1) year from date of Seller's shipment or offer of shipment of the goods purchased by Buyer.

16. **Disputes and Governing Law.** All disputes and controversies arising between Seller and Buyer shall be settled by a court of competent jurisdiction in Kane County, Illinois. All agreements between Seller and Buyer shall be construed in accordance with, and governed by, the laws of the State of Illinois, and shall be construed to be between merchants.

17. **Disclosure.** Seller is a Division of McNish Corporation. Goods or services to be provided by Seller pursuant to this Contract may include goods or services provided by another division of McNish Corporation.

18. **Invalidity.** If any provision of Seller's Contract Documents is held to be invalid or is otherwise rendered unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions thereof.

19. **Binding Effect.** This Contract shall be binding upon, and inure to the benefit of, Seller and Buyer, and their respective successors, assigns, and legal representatives.

20. **Entire Agreement.** This Contract constitutes the entire agreement between Seller and Buyer, and supersedes all prior agreements, negotiations, and communications, whether oral or written, between Seller and Buyer with respect to the subject matter hereof.

SELLER:

WALKER PROCESS EQUIPMENT,
 Division of McNish Corporation

Signature:



Name/Title:

Ed Beverly/After Market Manager

Date:

November 13, 2018

ACCEPTED BY BUYER:

Name of Company:

Authorized Signature:

Name/Title:

Date:

Attachment: Walker-DPS Quote (1619 : Resolution for Repair to the North Secondary Clarifier)

MECHANICAL WARRANTY

Walker Process Equipment, division of McNish Corporation ("Seller") warrants, to Buyer that all products and parts of its manufacture ("Goods") are free from defects in material and workmanship on the date of shipment. Seller's obligation under this Mechanical Warranty is to replace or repair, at no charge to Buyer and the original user of the Goods, any Goods which proves to Seller's satisfaction to have a defect in material or workmanship that interferes with the mechanical operation of the Goods under normal use and service within one (1) year from date of initial operation of the Goods or fifteen (15) months from date of shipment, whichever time period first occurs (the "Warranty Period").

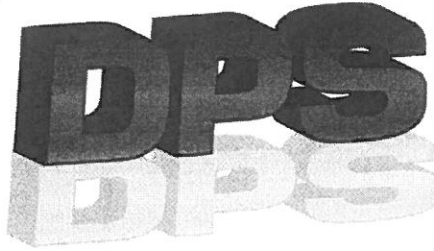
If, within the Warranty Period, Buyer gives Seller prompt written notice of any defects in the Goods, Seller shall then, as Buyer's sole remedy, repair or replace, any such Goods, which Seller determines, in its sole discretion, to have failed under normal use. Unless otherwise agreed to, in writing, by Seller, (i) all repairs or replacements shall be made F.O.B. Seller's manufacturing facility or other locations designated by Seller; and (ii) Buyer shall be solely responsible for the cost of any labor required in order to allow Seller to gain access to the Goods in order to allow Seller to assess the claimed defects; and (iii) Buyer shall be responsible for all costs of installation of all Goods replaced or repaired by Seller under this Warranty. If Seller determines that any claimed defect is not, in fact, covered by this Warranty, Buyer shall pay Seller its then customary charges for any repairs or replacements made by Seller. Any suit or action brought under this Warranty must be commenced not later than ninety (90) days after the expiration of the Warranty Period, notwithstanding any statute of limitations to the contrary. Buyer shall provide Seller with satisfactory evidence that all the Goods have been maintained in accordance with Seller's instructions as stated in the installation, operations and maintenance (IOM) manual provided by Seller to Buyer.

This Warranty does not apply to, and is rendered null and void by, any Goods which, after leaving Seller's manufacturing plant, are: (i) repaired or altered without Seller's prior written approval; or (ii) improperly stored, installed or operated, including any Goods operated beyond its rated capacity or without required safety devices and protective measures; or (iii) the subject of intentional or negligent misuse, misapplication, neglect, or accident; or (iv) installed contrary to Seller's instructions; or (v) the subject of start-up, inspections, or instructions in the operation or maintenance performed by any person who is not an authorized representative of Seller; or (vi) damaged from corrosion, erosion, or any other deterioration occurring after the Goods, or parts thereof, leave the point of manufacture; or (vii) not maintained in accordance with Seller's instructions as stated in the Installation, Operation and Maintenance (IOM) Manual provided by Seller to Buyer.

This Mechanical Warranty shall not apply to products or parts which are not manufactured by Seller. Buyer's sole remedy for defective products and parts not manufactured by Seller shall be solely as provided under the warranty, if any, of the original manufacturer of such products and parts. All warranty claims for defective products and parts not manufactured by Seller shall be submitted directly to the original manufacturer for coverage.

The obligations of Seller under this Warranty are subject to, and contingent upon, Buyer not being in breach of any of its payment obligations to Seller for the Goods.

This Warranty is provided by Seller, and accepted by Buyer, in lieu of all other warranties and remedies, express or implied. Seller disclaims the implied warranties of merchantability and fitness for a particular purpose, and any implied warranties arising from course of performance, course of dealing, or usage or trade. Seller shall not be liable under this Mechanical Warranty to Buyer or any other party for direct, special, consequential, indirect or incidental damages of any kind, including, but not limited to, loss of profits. Seller's sole obligation and Buyer's exclusive remedy for warranty claims relating to any Goods is as stated in this Mechanical Warranty.



EQUIPMENT SERVICES, INC.
process equipment repair, retrofit, reconditioning services

SERVICE PROPOSAL #18-157

Date: November 19, 2018

Page 1 of 3

Mr. Bryan Emmons - Supervisor
Pekin Wastewater Treatment Facility
606 S. Front St.
Pekin, IL 61554

Work Location: Main plant

Telephone: 309/349-5006

Scope of Services

We hereby propose to furnish labor and equipment as necessary to replace one (1) truss assembly and one (1) skimmer assembly in one (1) circular clarifier originally furnished by Walker Process under original contract #020574.

Services shall consist of disconnecting, removing, and re-installing the replacement truss and skimmer assemblies. Services shall also include checking and setting drive overload protection (WTI).

Project cost: \$18,000.00

Project cost includes: project management, all field and administrative labor, crane services, standard and specialty tools and equipment, travel, and living expenses.

- Notes: (1) Client shall furnish all replacement components.
(2) Client shall drain and clean clarifier basin prior to the start of the project.
(3) Client shall be responsible for disposal of replaced components.

Optional: Finish painting (one coat of epoxy paint 4 mils DFT) add: \$1,800.00

All work is guaranteed to be as specified, and the above work is to be performed in accordance with or to exceed the manufacturer's specifications for above work, and completed in a substantial workmanlike manner.

Respectfully submitted,

Michael R. Sears - Project Manager

ACCEPTANCE OF PROPOSAL

The above prices, specifications and attached Service Terms of this Proposal are satisfactory, and are hereby accepted. DPS Equipment Services, Inc. is authorized to do the work as specified. Payment will be made as outlined.

Signature: _____ Date: _____

P.O. Box 55 Caledonia, IL 61011 * Phone: 815/980-8844 * Fax: 815/885-8635

TERMS GOVERNING CUSTOMER SERVICES

1. Basis of Price:

- A. DPS, Inc.'s prices do not include the cost of materials or the cost of any third party services unless expressly stated within this proposal. Materials furnished by DPS, Inc. shall be covered under the proposal warranty.
- B. DPS, Inc. prices do not include sales, use, excise or other similar taxes unless expressly stated within this proposal.
- C. Bonds, insurance (other than our normal coverage), and other premiums are not included. Additional bonding and insurance requirements, if required or requested by the Client, will be added at cost to the proposal price.
- D. Terms of Payment: Net 20 days from the Date of Invoice unless otherwise agreed to in advance and in writing. Partial invoices for equipment and materials will be submitted when the equipment and materials are shipped to the job site. Partial invoices for labor and services may be submitted at the end of each month through project completion. In the event any payment becomes past due, a compound interest charge of 1.5 percent shall be assessed monthly and for any portion thereafter. Client agrees to pay any and all actual Attorneys' fees and court costs if attorneys are retained to collect any past due amounts.

2. **Cancellation:** In the event of cancellation, Client agrees to compensate DPS, Inc. for all work performed up to the date of cancellation, unless cancellation is due to default on the part of DPS, Inc.

3. **Performance and Warranty:** DPS, Inc. agrees to perform the services described under the heading "Scope of Services" hereof, within the limits prescribed by the Client, on a good faith basis under the terms and conditions set forth herein. DPS, Inc. shall exercise reasonable skill and judgment in providing such Services. DPS, Inc.'s responsibility is limited to services specifically performed by DPS, Inc. or sub-contracted by DPS, Inc. for the Client.

Except for the direct acts or omissions of DPS, Inc. representatives, the responsibility for proper operation and maintenance of the equipment shall be the Client's. ***Failure by the Client to properly operate and maintain the equipment shall void any and all warranty claims and remedies that may result.*** DPS, Inc. warrants that services shall be of good quality in all respects. Services shall be performed, findings obtained, and recommendations prepared in accordance with generally and currently accepted industry standards, principles and practices. The services of DPS, Inc. technicians shall be free of defects in workmanship ***FOR A PERIOD OF ONE (1) YEAR*** from the date of completion.

Remedy: All warranty claims in connection with the services to be performed hereunder shall be made promptly by the Client in writing and received by DPS, Inc. within one year after DPS, Inc. last performed substantial and related work at the job site. DPS, Inc. shall repair or replace services proven to be defective in workmanship, or at DPS, Inc. sole option, refund the cost of the services.

DPS, Inc. may accept back charges for warranty claims performed by the Client, provided that DPS, Inc. has given its written approval PRIOR to the Client performing such services.

4. **Safety:** Services shall be performed only under safe conditions. DPS, Inc. shall not have any obligation to work or to continue working in a hazardous environment. DPS, Inc. has the right to discontinue or terminate operations if, in its sole discretion, such discontinuation or termination is necessary for safety and/or health reasons. Charges, as set forth above and below, shall be made for safety and security measures required by hazardous job conditions. All safety related equipment, clothing, devices, etc., furnished by DPS, Inc. at the request or requirement of the Client shall be added at cost to the Proposal price.

5. **Independent Contractor:** DPS, Inc. shall be considered a Professional Services provider, independent agent, representative or contractor; not an employee or joint venture of Client. DPS, Inc. shall determine the time, manner, means and method of providing the services and shall furnish all labor and tools necessary to perform such services unless otherwise specified in writing; provided, however, DPS, Inc. shall not be responsible for negligence of Client or any other person or entity in the design or selection of a specific manner, means, method or technique which is required by the Client.

6. **Information:** DPS, Inc. shall rely upon information supplied by Client, or Client's engineers or consultants, or information available from generally accepted sources, without independent verification. DPS, Inc. assumes no responsibility for the accuracy of such information and shall not be liable to Client for any inaccuracies contained therein.

7. **Delays and Extensions of Time:** If DPS, Inc. is delayed at any time in the progress of the services by any act or negligence of the Client, including its employees or agents, separate contractor employed by the Client, changes ordered in the Scope of Services, labor disputes, adverse safety conditions, weather related delays, unavoidable casualties, or any causes beyond DPS, Inc.'s reasonable control, or by delay authorized by the Client, then the time to complete the services shall be extended. Additional charges may be made to cover any unforeseen or unusual circumstances not anticipated by DPS, Inc. and the Client, when agreed to by both parties in writing.

Attachment: Walker-DPS Quote (1619 : Resolution for Repair to the North Secondary Clarifier)

8. **Changes, Delays and Unusual Costs:** If the Client requests or causes changes to be made in the Scope of Services, or if the Client delays the progress of work covered by the quotation, DPS, Inc. shall adjust the contract price to reflect any increase or decrease.
9. **Permits and Licenses:** Unless otherwise indicated in writing, Client shall procure and provide all necessary permits and licenses required for the services proposed.
10. **Insurance:** DPS, Inc. shall assume responsibility for workmen's compensation coverage of DPS, Inc. employees only. DPS, Inc. shall provide General liability coverage of \$2,000,000, and Automobile coverage of \$1,000,000. All other insurance coverage and necessary permits to accomplish project shall be provided by the Client.
11. **Indemnification:** Client agrees to indemnify and hold DPS, Inc., its directors, officers, stockholders, employees, representatives or agents harmless from and against any and all claims, demands, causes of action (including third party claims, demands or causes of action for contribution or indemnification), liability or costs (including actual attorneys' fees and other costs of defense) which arise out of or result from any negligent act or omission of the Client, its employees, agents, consultants, other contractors or any other person or entity; all except and to the extent that such claims, demands, causes of action, liabilities or costs are caused by the sole negligence of DPS, Inc., its directors, officers, stockholders and employees. Non-prevailing party agrees to pay any and all actual attorney fees and court costs if attorneys are retained relative to any dispute between the parties.
12. **GENERAL LIMITATION OF LIABILITY:** Under this agreement, DPS, Inc. shall only be liable for damages for the scope of services provided. DPS, Inc. shall not be liable for any consequential or incidental damages, including but not limited to, damages resulting from injury to persons or property, loss of profits, loss of business reputation, or any other losses or expenses not in connection with the scope of services furnished.
13. **Non-waiver:** The failure of DPS, Inc. to insist upon strict performance of any of the terms or conditions stated herein shall not be considered a continuing waiver of any such term or condition or any of its rights, nor shall it imply a course of performance between the parties.
14. **Prevailing Wage:** DPS, Inc. shall pay all labors, mechanics, and other workers employed by DPS, Inc. the current prevailing Wage rate as required. DPS, Inc. shall also furnish certified payroll forms if required.
15. **Complete Agreement:** The complete agreement between DPS, Inc. and the Client is contained herein and no additional or different term or condition shall be binding unless mutually agreed to in writing. If any term of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity of all other terms hereof shall no way be affected thereby. This Agreement shall take effect upon acceptance and execution by the Client and DPS, Inc.

This proposal shall become a contract only when accepted by the Client and accepted by DPS, Inc. through respective signatures by authorized personnel.

Proposal submitted by:

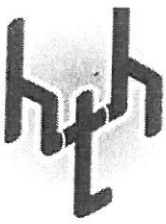


Michael R. Sears – Project Manager, DPS, Inc.

Accepted by Client:

Client Affiliation

By: _____ Date: _____



Mechanical
Insulation
and General
Contractors

hth companies, inc.

Date: 9-26-18

To: Bryan Simmons

From: Coady Cothorn

RE: Clarifier skimmer steel repairs

8.5.c

HTH Companies is pleased to provide the City of Pekin II Waste Water Department the following quote. The scope listed below covers the following items for the steel repairs on the skimmer counter weight main frame. This quote is all inclusive and for budgetary purposes only. All work will be billed time and material utilizing state and county prevailing wage scale.

- 2 (10) hour shifts with a 4 man crew to build and break down scaffold.
- 6 (10) hour shifts with a 4 man crew to remove, fab, and install new steel.
- 8 (10) hours shifts with a 1 man to hole watch for confined space entry

Total: \$64,006.61

Thank you for your considerations and opportunity to bid your project. Please let us know if you have any additional questions.

Coady Cothorn

217-823-3473

ccoathorn@hthcompanies.com

239 Rock Industrial Blvd. Suite 108
Union, Missouri 63084

Phone: (636) 583-8698
Fax: (636) 583-5971
Website: hthcompanies.com

Attachment: HTH Companies Quote (1619 : Resolution for Repair to the North Secondary Clarifier)



Packet Pg. 62