



REGULAR COUNCIL MEETING MONDAY, DECEMBER 12, 2016
5:30 P.M.

	1	2
1.0 CALL TO ORDER		
2.0 PLEDGE OF ALLEGIANCE <i>Mayor John McCabe</i>		
3.0 ROLL CALL <i>Clerk to Call the Roll</i>		
4.0 APPROVAL OF AGENDA ACTION: Motion to approve the meeting agenda. VOTE REQUIRED		
5.0 APPROVAL OF MINUTES ACTION: Motion to approve minutes of Regular Council Meeting of November 28, 2016. VOTE REQUIRED		
6.0 PUBLIC INPUT		
7.0 CONSENT AGENDA		
7.1 Receive and File Monthly Reports and Minutes: Traffic Safety Committee Minutes dated December 2, 2016; and Tazewell County Animal Control November Report.		5
7.2 Receive and File: Bids for City of Pekin Solid Waste Collection.		3
7.3 Receive and File: Meetings of the Official Body of the City of Pekin, Illinois 2017.		5
7.4 Resolution No. 38-16/17 – the Mayor's Appointment of Anthony J. Carson as Alternate Peoria/Pekin Urbanized Area Transportation Study PPUATS Policy Committee.		3
ACTION: Motion to approve all items listed on the Consent Agenda by Omnibus Vote. VOTE REQUIRED TO APPROVE CONSENT AGENDA		
8.0 COMMUNICATIONS, PETITIONS, REPORTS		
9.0 NEW BUSINESS		

9.1 Ordinance No. 2755-16/17 - Making, Levying, and Assessing Municipal Taxes for Fiscal Year from May 1, 2016 to April 30, 2017– Annual Levy Ordinance DESCRIPTION: Proposed 2016 Levy of \$6,482,362 is 4.9% higher than 2015 Levy. The Estimated Rate (based on estimated EAV \$443,422,877) would be 1.4619. VOTE REQUIRED	TC	5
9.2 Resolution No. 39-16/17 Abatement of Taxes Ordinance No. 2667-12/13 General Obligation Bond Series 2012 \$2,100,000 / Ordinance No. 2673-12/13 \$1,975,000.00 Levy and Collection Ordinance. DESCRIPTION: This resolution authorizes that taxes not be levied against taxable real property in the City of Pekin in the amount of \$319,300.00 provide in bond ordinance and levy and collection ordinance issued for Capital Projects through Bernardi Securities, Inc. VOTE REQUIRED	TC	5
9.3 Resolution No. 40-16/17 Abatement of Taxes Ordinance No. 2625-10/11 Series 2010 \$7,110,000 DESCRIPTION: This resolution authorizes that taxes not be levied against taxable real property in the City of Pekin in the amount of \$587,530.00 provided in bond ordinance issued for Sewer Treatment Improvements through Bernardi Securities, Inc. VOTE REQUIRED	TC	5
9.4 Recipients for Public Services DESCRIPTION: Recommended allocation of 2016 Community Development Block Grant Public Service activities submitted from 4 Pekin agencies for a final proposed 8 CDBG eligible activities for funding. VOTE REQUIRED	TC	4
9.5 Award Airport Hangar Door DESCRIPTION: Award the bid for Hangar A in the amount of \$37,273.89 to Crawford & Brinkman Door & Window Co. for a 60' x 15' hydraulic door with option for closed cell insulation and 3 windows. VOTE REQUIRED	TC	3
10.0 ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL		
11.0 EXECUTIVE SESSION 5 ILCS 120/2 (c)		
12.0 ADJOURN NO VOTE REQUIRED		

Column 1 Key:

TC	Tony Carson City Manager	MG	Michael Guerra City Engineer
CS	Clayton Stambaugh Airport Manager	PA	Pamela Anderson Community Development Director

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 SOUTH CAPITOL STREET
ON MONDAY, NOVEMBER 28, 2016 AT 5:30 O'CLOCK P.M.**

JOHN MCCABE * MAYOR * PRESIDING

PRESENT: COUNCIL MEMBERS, GOLDEN, ORRICK, RITCHASON, ABEL, LUFT, DUNN AND MCCABE

ABSENT: NONE

The **Pledge of Allegiance** was led by Mayor John McCabe.

Mayor McCabe welcomed the new City Manager Anthony J. Carson (Tony) to his first Council Meeting on his first day of work.

Roll was called. All Council Members were physically present. A quorum was declared.

AGENDA

Motion by Council Member Golden, seconded by Council Member Luft that the agenda be approved as presented. Council Member Golden made the comment that the Agenda was not properly posted to the public on the website and for that reason he would not be voting to approve the agenda. City Clerk Sue McMillan explained to the Council that the agenda as required was posted on the front door of City Hall on Wednesday, November 23, 2016 and sent to the Council along with the Council packet. As required by the Open Meetings Act, if the public body maintains their own website the agenda must be placed on that website. Due to technology problems the agenda was downloaded to the website but would not open. On roll call vote, Ayes, Abel, Dunn, Luft, Ritchason, Orrick, McCabe; Nay, Golden. Motion Carried.

MINUTES

Motion by Council Member Golden, seconded by Council Member Ritchason that the **Minutes of the Regular City Council Meeting of November 14, 2016 be approved as written.** On roll call vote all present voted Aye.

PUBLIC INPUT

Ann Witzig spoke to a Hearing of the PPC in Consent Agenda. Her comment was that it was an unfair denial of the Special Use for climate controlled storage unit at 1904 Sara Lane when any improvement would be a plus for the City. Mrs. Witzig questioned one of the RFP for the Airport hangar door containing option dollar amount for windows. She recommended accepting a bid that included closed cell insulation.

Jim Mangan voiced his opinion on business item for Video Gaming that it was government over reach and opposed limiting licenses. He asked that the Council not fix what wasn't broken.

CONSENT AGENDA

Motion by Council Member Ritchason, seconded by Council Member Luft that the Consent Agenda be approve as presented. The following was read and presented by Mayor McCabe for consideration of the Consent Agenda items by Omnibus Vote.

7.1 Receive and File Monthly Reports and Minutes: Police Department October Report; Building Department October Report; Tourism Minutes Dated November 8, 2016.		5
7.2 Receive and File: Bids for installation of self-supporting hydraulic hangar doors associated with the terminal building at the Pekin Municipal Airport.	MG	3/5
7.3 Receive and File: Pekin Planning Commission Minutes Dated November 9, 2016.	MG	5

7.4 Receive and File Pekin Planning Commission Hearings and Recommendations: a. Hearing #07-1901 – to deny the Special Use OS1 Zoning Code 9-5A-3 for a climate controlled storage unit of the property located at 1904 Sara Lane requested by Rockie Snell. b. Hearing #11-1904 - to approve rezoning a house currently zoned B-3 (General Business) to RM-2 (Multiple Family Residential) requested by Chad and Heather Wolfe.	MG	5
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On roll call vote, Ayes, Orrick, Dunn, Ritchason, Abel, Luft, and McCabe; Nays; Golden. Motion Carried.

NEW BUSINESS

ORDINANCE NO. 1568-A204-16/17 **PROVIDING FOR THE REZONING OF CERTAIN PROPERTY** **1101 NORTH 8TH STREET** **Pin 04-04-35-138-008**

Motion by Council Member Ritchason, seconded by Council Member Orrick that Ordinance No. 1568-A204-16/17 be adopted. City Engineer Michael Guerra presented the recommendation of the Pekin Planning Commission to approve a petition of rezoning from Chad and Heather Wolfe for a house currently zoned B-3 (General Business) to RM-2 (Multiple Family Residential). He advised that the residential property once contained a business on the front of the structure and the area strip-zoned to B-3. Council Member Golden voiced concern that approving a rezoning to allow the owner to sell the property easier was not fair in denying the special use for storage on Sara Lane because of being zoned OS1. On roll call vote, Ayes, Orrick, Dunn, Luft, Abel, Ritchason and McCabe; Nay Golden. Motion Carried.

ORDINANCE NO. 1462-A350-16/17 **AMENDING TITLE 8, CHAPTER 4, SECTION 1D** **OF THE CODE OF THE CITY OF PEKIN 1995** **REGARDING NO PARKING SCHEDULE**

Motion by Council Member Orrick, seconded by Council Member Ritchason that Ordinance No. 1462-A350-16/17 be adopted. Council was presented with the Request from Traffic Safety Committee to implement no parking from 7:00 a.m. to 4:00 p.m. Monday through Friday on the east side of the 900 Block of S. Capitol Street from park Avenue to 140 feet south of Prince Street Jefferson School drop-off Effective January 1, 2017. Council Members spoke of the safety issues and willingness to support the proactive approach to no parking in the front of Jefferson School. Council was informed that the TSC planned to meet with school official each year to systematically adapt no parking areas for each of the grade schools. Council Member Golden in answer to his questions was told the TSC did not during the committee's review of parking identify curb ramps. On roll call vote, all present voted Aye.

Motion by Council Member Luft, seconded by Council Member Abel that the **LEASE OF LAND SPACE FOR A PRIVATE HANGAR TO MIKE DEPEUGH** be approved. Michael Guerra and Clayton Stambaugh Airport Manager, presented to the Council the terms for construction of a non-commercial hangar at the Pekin Municipal Airport and requested consent to execute the terms of the lease. Council was advised in response to zero hangar capacity, a private party proposed the construction of a 50'x40' structure, utilizing a yearly paid land lease, Mr. Stambaugh discussed with the Council the reasonable pricing based on aviation industry accepted amortization standards of Federal regulations. Benefits discussed were increased based aircraft, operations, activities, fuel sales, and capital infrastructure. Council Member Golden identified detail in the lease for which he had concerns; typo to the word "plumbing"; well and septic system; documents clearly marked as exhibits "A" and "1"; and aerial view; possible overhang for cutters extending the leased land. For reasons stated he would be voting no. Council Member Golden was advised the land lease terms would not be fully executed without final construction acceptance of the City Engineer. On roll call vote, Ayes, Orrick, Dunn, Luft, Abel, Ritchason and McCabe; Nay Golden. Motion Carried.

ORDINANCE NO. 2754-16/17 **VIDEO GAMING ACT ORDINANCE**

Motion by Council Member Abel, seconded by Council Member Dunn that Ordinance No. 2754-16/17 be adopted. Liquor Commissioner John McCabe presented the Liquor Commission proposed video gaming ordinance that contained terms for licenses limits and established fees. He advised

that local liquor establishments approached him with concerns that the number of gaming establishments was growing. The Liquor Commission discussed over several months different approaches of municipalities, advantages and disadvantages for the community. Liquor Commission Members set forth requirements in ordinance form for a local license for gaming, establishing licenses and terminal fees, defining and limiting the number of “gaming cafes” to weigh what Council was willing to accept. Council indicated they had received concerns from owners of businesses. Comments and concerns were heard from Council Members regarding the following matters:

- Obligation of the City as moral issue
- Reputation / what the City of Pekin was known for
- Economic development issue vs empty store fronts
- Freeze or moratorium on number
- Fees too high
- Reports indicate machines were serving local establishments well.
- Local small businesses were being crushed.

Council Member Abel was willing to freeze number but felt \$1000 license fee was too high. Council Member Dunn was willing to support limiting number of gaming café licenses. Council Member Golden voiced concern that limiting number was based on emotions not facts, such as police calls, revenue, filling store fronts, free enterprise. Council Member Ritchason felt more discussion was needed with the right people and owners’ involvement. Liquor Commission Members Kurt Nelson and John Dossey shared the Liquor Commission’s discussions and ordinance submittal. They advised that the commission had to be careful not to discriminate in the provisions for limiting licenses. Mayor McCabe said in reviewing the Illinois Gaming Board Reports, the machines were serving the local establishment well but he was not in favor of the fees being as high as proposed. Council Member Luft acknowledged the representation of the licensees at the meeting as small business owners. Motion by Council Member Dunn, seconded by Council Member Abel that Ordinance No. 2754-16/17 be laid over to a later date. On roll call vote all present voted Aye.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

The following people presented questions and expressed concerns and comments to the Council:

Jennifer Hall – lack of support from Council on missing boy.

Julia Crutcher - request for Council to take action on noncompliance of EPA standard for omissions of sulfur dioxide. She asked that Council contact agencies regarding the poisoning of our community.

Ann Witzig – express disappointment that the property on Sara Lane could not be used as a storage business to improve the looks of the structure. She supported including the liquor license holders in discussions on video gaming. She voiced her displeasure with Corporation Counsel’s \$285,000 fees and spoke of the attorney’s failures in providing requested information.

Larry Wolfer – voiced displeasure with a proposed tax levy increase, stormwater fee and garbage fee. It was Mr. Wolfer’s opinion that employees who are behind fee increases should have to live in the City of Pekin.

John McNish – Thanked those Council Members or staff that accomplished the improvement to Orchard Street.

Steve Moore – expressed appreciation to the Street Department for maintaining the City streets.

Rick Hilst – Questioned who owned the northern section of property under the bridge to the Boat Club.

Expressed concern that CitiLink proposal to strike would halt Pekin bus transportation for citizens.

Staff Members:

Council was advised of the following:

Request for Proposals on the Solid Waste Collection had been published and available.

All Investigation Department was working on the case for the missing 13 year old.

Council Member Luft requested the locations that needed the United States flag replaced. The Fire Department was willing to place the flags available at City Hall. He asked that the concerns received on ADA ramps be addressed. Advised he received an email for the City getting out of the bus transportation business after the media showed a Chattanooga bus with fatalities.

Council Member Golden questioned who pays the overtime for the Pekin Hospital building project where he had witnessed weekend work. His concerns was for the City loan to the Hospital. Treasurer Jim Wolf

addressed the concerns and advised that there are several overviews to disbursements through the architect, contractor and himself.

Mayor McCabe encouraged the community to support Small Business Saturday with their purchases for Christmas

No further business to come before the Council, motion by Council Member Dunn, seconded by Council Member Orrick that Council adjourn. Motion carried voice vote. Mayor McCabe adjourned the meeting.

COUNCIL ADJOURNED AT 8:10 P.M.

Sue E. McMillan
City Clerk

**CITY OF PEKIN TRAFFIC SAFETY COMMITTEE MINUTES
DECEMBER 2, 2016 @ 8:30 a.m.
CITY HALL CONFERENCE ROOM**

PRESENT: Kurt Nelson, John Dossey, Mike Guerra, Bob Shaw, Dennis Zimmerman

Also present: Bill Scarcliff, Lee Ann Wrhel.

The meeting was called to order at 8:30 a.m.

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

Motion by Dennis to approve the November 4, 2016 meeting minutes, seconded by John. All in favor.

City Manager Tony Carson was present at the beginning of the meeting. He indicated that he will attend these meetings at the request of the committee when he is needed.

Old Business:

1. Request for Street Light – Intersection of Broadway Rd. & California Rd.

This request had been presented at the November meeting. Mike reported that he will contact Ameren and will check into the feasibility of placing a street light in this location.

New Business:

1. Parking Around Pekin High School

The high school will be handling the parking situation in the area of Vogel Drive. Two additional No Parking signs will be added to Stadium Drive for increased visibility.

2. Lane Striping Request – Quail Hollow

Jeff Bass, 1923 Quail Hollow (241-1391), made this request. After review by the committee it was noted that this issue has been addressed by the committee twice in the past. If this street were to be striped down the middle, parking would have to be restricted on both sides of the street. It is the consensus of the committee that it is not feasible to stripe this street at this time.

3. Parking on Hillyer

This item was on the agenda at the request of Council Member Orrick. A review of both Traffic Safety Committee and City Council history shows that in June of 2010 the City Council, upon recommendation from the Traffic Safety Committee, removed the 2-hour parking restriction on Hillyer and the 400 and 500 Blocks of South 7th St. and South 8th St. as requested by residents. Further, in August of 2014 the City Council, upon recommendation from the Traffic Safety Committee, reinstated the 2-hour parking restriction on Haines Ave. from St. Joseph Place to Hillyer St. on both sides and on Hillyer St. from S. 6th St. to S. 7th St. on both sides at the request of residents. As a

compromise with them, those residents residing in the 600 Blocks of both Haines Ave. and Hillyer St. are allowed to be excluded from the parking restriction through purchase of a parking permit placard.

Around the Table

Yellow flashing lights have been installed at the intersections of Veteran's and S. 14th St. and Veteran's and S. 5th St.

John presented information regarding low speed vehicle usage on city streets for information purposes.

Rick Hilst had sent an email that was received too late to be added to this month's meeting agenda. The concern regarding the intersection of Summer & Washington had been addressed at the September 2, 2016 Traffic Safety Committee meeting. Statistics indicated no accidents and low traffic volume. The concern regarding the intersection of Winter St. & Second St. will be an item on the January, 2017 Traffic Safety Committee agenda.

Mike stated that the snow removal policy will be put out by the media.

Respectfully Submitted,
Lee Ann Wrhel

NEXT REGULAR MEETING JANUARY 6, 2017 @ 8:30 A.M.

Animal Counts Brought in by Wardens between November 1, 2016 and November 30, 201

City	Warden	Origin	PickUp Site	PickUp Dat	Species	Breed	Disposition	Days	Log #
Pekin									
	HARMS	City	915 S 3RD	11/3/2016	Cat	DSH	E	11	161885
	HARMS	City	1202 GRANADA	11/1/2016	CAT	DSH	E	13	161868
	HARMS	City	1911 S 2ND	11/2/2016	Dog	CHI	REL	0	161876
	LOHNES	City	VELDE FORD	11/30/2016	Cat	DSH			162052
	HARMS	City	915 s 3rd	11/3/2016	Cat	DSH			161884
	HARMS	City	915 S 3RD	11/3/2016	Cat	DSH			161886
	SANDE	City	323 CYPRESS	11/18/2016	Cat	DSH	R	3	162009
	HARMS	City	316 HENRIETTA	11/3/2016	Other	COON	E	0	161883
	LOHNES	City	100 TAPS LANE	11/17/2016	Cat	DMH	REL	13	161987
	LOHNES	City	1531 GLENDALE AVE	11/1/2016	Cat	DSH	E	6	161874
	LOHNES	City	1421 FISHER	11/7/2016	Cat	DSH	E	11	161903
	LOHNES	City	1611 KOCH	11/7/2016	Cat	DSH	R	1	161904
	LOHNES	City	100 TAPS LANE	11/15/2016	Dog	MIX	E	0	161961
	SANDE	City	2437 LAKE SHORE	11/18/2016	Other	COON	E	0	162010
	LOHNES	City	300 EDGEWOOD	11/22/2016	Other	OPPOSUM	E	0	162018
	LOHNES	City	2020 COURT	11/17/2016	Dog	DOB/PIT	R	0	161986
	LOHNES	City	1800 RIVERWAY DR	11/30/2016	Other	COON	E	0	162051
	LOHNES	City	611 ANNA ELIZA	11/17/2016	Other	COON	D	0	162000
	HARMS	City	409 N 3RD	11/7/2016	Other	COON	E	0	161898
	LOHNES	City	TAPS	11/1/2016	Dog	PEKE MIX	REL	1	161871
	LOHNES	City	CONTINENTAL CARBONIC	11/21/2016	Other	COON	E	0	162012
	LOHNES	City	1223 WILLOW	11/22/2016	Other	COON	E	0	162022
	LOHNES	City	PEKIN PD	11/23/2016	Dog	SHIH TZU	REL	0	162033
	LOHNES	City	336 S CAPITAL	11/16/2016	Other	COON	E	0	161985
	HARMS	City	200 PARKWAY LANE	11/16/2016	Cat	DSH	E	6	161969
	HARMS	City	915 BROADWAY	11/10/2016	Dog	BRITT SPANIAL	R	4	161932
	HARMS	City	200 PARKWAY LANE	11/14/2016	Cat	DSH	E	4	161946
	HARMS	City	200 PARKWAY LANE	11/14/2016	Cat	DLH			161947
	HARMS	City	200 PARKWAY LANE	11/14/2016	Cat	DLH			161948
	HARMS	City	200 PARKWAY LANE	11/14/2016	Cat	DLH			161950
	HARMS	City	1417 WILLOW	11/5/2016	Dog	GERM SHEP	R	2	161894
	HARMS	City	200 PARKWAY LANE	11/14/2016	Cat	DLH			161952
	HARMS	City	200 PARKWAY LANE	11/14/2016	Cat	DLH			161956
	HARMS	City	PET SUPPLIES PLUS	11/14/2016	Cat	DSH	REL	8	161957
	HARMS	City	200 PARKWAY LANE	11/15/2016	Cat	DSH	E	3	161959
	HARMS	City	213 PARKWAY LANE	11/10/2016	Cat	DSH	E	8	161931
	HARMS	City	200 PARKWAY LANE	11/16/2016	Cat	DSH	E	5	161968
	HARMS	City	200 PARKWAY LANE	11/14/2016	Cat	DLH			161949
	HARMS	City	100 TAPS LANE	11/28/2016	Dog	SHIHTZU			162041
	HARMS	City	hillyer & 6th	11/29/2016	Dog	pit			162044
	HARMS	City	hillyer & 6th	11/29/2016	Dog	pit mix			162045
	HARMS	City	616 hillyer	11/28/2016	Cat	siamese	REL	1	162046
	HARMS	City	1411 HILLVIEW	11/30/2016	Cat	DSH			162055
	HOMERI	City	1713 HOPE CT	11/11/2016	Dog	CHESS RET	R	3	161933
	HOMERI	City	ST PAUL'S CHURCH	11/11/2016	Dog	PIT MIX			161936
	HOMERI	City	725 PARK AVE	11/11/2016	Other	SQUIRREL	E	0	161938
	HOMERI	City	1226 PRINCE	11/12/2016	Dog	LAB	R	2	161942
	HOMERI	City	1206 S CAPITOL	11/12/2016	Dog	GERM SHEP	R	2	161943
	HOMERI	City	7TH & DERBY	11/13/2016	Dog	PIT			161944
	HARMS	City	200 PARKWAY LANE	11/15/2016	Cat	DSH	E	3	161960
	HARMS	City	1900 HOLLHOCK	11/10/2016	Cat	DLH	R	0	161915
	HARMS	City	200 PARKWAY LANE	11/14/2016	Cat	DLH			161951
	HARMS	City	1108 S 2ND	11/10/2016	Cat	DSH	REL	4	161920
	HARMS	City	PEKIN VET CLINIC	11/10/2016	Cat	DSH			161929

HARMS	City	1108 S 2ND	11/10/2016	Cat	DSH	REL	4	161919
HARMS	City	1108 S 2ND	11/10/2016	Cat	DSH	REL	4	161921
HARMS	City	1108 S 2ND	11/10/2016	Cat	DSG	REL	4	161918
HARMS	City	1108 S 2ND	11/10/2016	Cat	DSH	REL	4	161922
HARMS	City	1108 S 2ND	11/10/2016	Cat	DSH			161916
HARMS	City	100 TAPS LANE	11/8/2016	Dog	BLOOD HOUND	REL	15	161908
HARMS	City	1115 ANN ELIZA	11/7/2016	Cat	DSH			161906
HARMS	City	340 ANN ELIZA	11/7/2016	Dog	HEELER MIX			161905
HARMS	City	100 TAPS LANE	11/7/2016	Dog	LAB MIX	E	7	161900
HARMS	City	1108 S 2ND	11/10/2016	Cat	DSH	REL	4	161923
HARMS	City	1108 S 2ND	11/10/2016	Cat	DSH	REL	4	161924
HARMS	City	1108 S 2ND	11/10/2016	Cat	DSH	REL	4	161925
HARMS	City	1108 S 2ND	11/10/2016	Cat	DSH	REL	4	161926
HARMS	City	100 TAPS LANE	11/10/2016	Dog	BASSETT/HEELER	A	12	161928
HARMS	City	1108 S 2ND	11/10/2016	Cat	DSH	REL	4	161917

Total Dogs picked up in Pekin: 19

Total Cats picked up in Pekin: 40

Total Others picked up in Pekin: 10

Animal Counts Brought in by Individuals between November 1, 2016 and November 30, 2016

City	In By	Origin	PickUp Site	PickUp Dat	Species	Breed	Disposition	Days	Log #
Pekin									
	Owner R	County	1211 GEHR	11/17/2016	Cat	DSH			161988
	Individua	City	2ND ST	11/4/2016	Cat	DSH			161888
	Individua	City	2nd st	11/4/2016	Cat	DSH			161889
	Individua	City	402 PARK AVE	11/9/2016	Cat	DSH			161909
	Individua	City	811 S 10TH	11/14/2016	Cat	DSH			161954
	Individua	City	265 SOUTH ST	11/15/2016	Cat	DSH			161964
	Individua	City	1406 N 9TH	11/18/2016	Cat	DSG			162004
	Individua	County	TALBOTT'S ADDITION	11/18/2016	Dog	CHI			162006
	Individua	City	pekin animal hospital	11/16/2016	Cat	dsh			162024
	Individua	City	pekin animal hospital	11/16/2016	Cat	dsh			162025
	Individua	City	pekin animal hospital	11/16/2016	Cat	dsh			162026
	Owner R	City	1429 BELLAIRE	11/4/2016	Cat	DLH	E	0	161887
	Owner R	City	1460 SUMMIT DR #6	11/4/2016	Cat	DSH			161890
	Individua	City	1008 N CAPITOL	11/1/2016	Cat	DSH			161872
	Owner R	City	2704 PINE ST #4	11/15/2016	Cat	SIAMESE MIX	A	3	161966
	Owner R	City	2313 BROADWAY #8A3	11/28/2016	Cat	DSH	E	0	162042
	Owner R	County	1211 GEHR	11/17/2016	Cat	DSH			161989
	Owner R	County	1211 GEHR	11/17/2016	Cat	DSH	E	11	161990
	Owner R	County	1211 GEHR	11/17/2016	Cat	DSH			161991
	Owner R	County	1211 GEHR	11/17/2016	Cat	SIAMESE MIX			161992
	Owner R	County	1211 GEHR	11/17/2016	Cat	DSH	R	12	161993
	Owner R	County	1211 GEHR	11/17/2016	Cat	DSH	E	11	161994
	Owner R	County	1211 GEHR	11/17/2016	Cat	DSH	E	4	161995
	Owner R	County	1211 GEHR	11/17/2016	Cat	DSH	E	11	161996
	Owner R	County	1211 GEHR	11/17/2016	Cat	DSH	A	4	161997
	Owner R	County	1211 GEHR	11/17/2016	Cat	DSH			161998
	Owner R	County	1211 GEHR	11/17/2016	Cat	DSH			161999
	Owner R	City	2208 CRESTVIEW	11/22/2016	Cat	DLH	A	7	162023
	Owner R	City	1515 summer	11/15/2016	Dog	PIT	E	0	161958

Total Dogs picked up in Pekin: 2

Total Cats picked up in Pekin: 27

Total Others picked up in Pekin: 0

Tazewell County Animal Control

City: City of Pekin

Date:

Billing for Month of:

November 2016

\$3,753.83

Tazewell Animal Control

Po Box 158

Tremont, IL 61568

City of Pekin
111 S. Capitol Room 242
Pekin, IL 61554

**FULL BIDS AVAILABLE IN THE
OFFICE OF THE CITY CLERK
FOR REVIEW**

Bid: Solid Waste Collection 2016

Date: 12-1-2016

Year	Waste Management				PDC			
	Base Bid		Alternate Bid**		Base Bid		Alternate Bid	
	Unit Price (per month)	Total (year)	Unit Price (per month)	Total Bid (year)	Unit Price (per month)	Total (year)	Unit Price (per month)	Total Bid (year)
2017/2018	no bid	no bid	\$18.50	\$2,619,600.00	\$15.90	\$2,151,440.00	\$15.65	\$2,216,040.00
2018/2019	no bid	no bid	\$19.15	\$2,711,285.00	\$16.45	\$2,329,220.00	\$16.20	\$2,293,920.00
2019/2020	no bid	no bid	\$19.82	\$2,806,180.00	\$17.03	\$2,411,448.00	\$16.77	\$2,374,632.00
2020/2021	no bid	no bid	\$20.51	\$2,904,398.00	\$17.63	\$2,496,408.00	\$17.36	\$2,458,176.00
2021/2022	no bid	no bid	\$21.23	\$3,006,050.00	\$18.25	\$2,584,200.00	\$17.97	\$2,544,552.00
Option year 1	no bid	no bid	\$21.97	\$3,111,265.00	\$18.89	\$2,674,824.00	\$18.60	\$2,633,760.00
Option year 2	no bid	no bid	\$22.74	\$3,220,160.00	\$19.55	\$2,768,280.00	\$19.25	\$2,725,800.00

* Bid excludes large item pick up in the price, available to residents with fee and negotiate return of spruce up
 ** Proposal is to provide all residents with Recycling cart and have bi-weekly recycling pickup and excludes large item pickup
 † Both Bids did not include the purchase of City equipment or inclusion of City employees

Bids based on 11,800 accounts
 Bids do not include tipping fees which are budgeted at \$680,000 for FY 17 or \$4.80 per month
 City provides the collection of service fees which currently has around 27-30% delinquency

CITY OF PEKIN
PEKIN, ILLINOIS

OFFICE OF CITY CLERK

AS OF JANUARY 1, 2017

MEETINGS OF OFFICIAL BODY OF
THE CITY OF PEKIN, ILLINOIS
HELD IN CITY HALL COUNCIL CHAMBERS
111 SOUTH CAPITOL STREET
CITY COUNCIL
2ND AND 4TH MONDAY OF EACH MONTH UNLESS INDICATED

JANUARY 9, 2017	JANUARY 23, 2017
FEBRUARY 13, 2017	FEBRUARY 27, 2017
MARCH 13, 2017	MARCH 27, 2017
APRIL 10, 2017	APRIL 24, 2017
MAY 8, 2017	MAY 22, 2017
JUNE 12, 2017	JUNE 26, 2017
JULY 10, 2017	JULY 24, 2017
AUGUST 14, 2017	AUGUST 28, 2017
SEPTEMBER 11, 2017	SEPTEMBER 25, 2017
OCTOBER 9, 2017	OCTOBER 23, 2017
NOVEMBER 13, 2017	NOVEMBER 27, 2017
DECEMBER 11, 2017	DECEMBER 26, 2017 (TRADITIONALLY CANCELLED IN THE PAST)

RESOLUTION No. 38-16/17

PEKIN, ILLINOIS, December 12, 2016 19

RESOLUTION BY COMMISSIONER.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PEKIN, ILLINOIS, THAT:
the Mayor's appointment of the following named person to represent the

Peoria/Pekin Urbanized Area Transportation Study – PPUATS is hereby approved.

ANTHONY J. CARSON.....ALTERNATE PPUATS POLICY COMMITTEE

SIGNED BY_

MAYOR.



City of Pekin

Mayor's Office

December 5, 2016

Mr. Eric Miller
Executive Director
Tri-County Regional Planning Commission
211 Fulton Suite 207
Peoria, IL 61602

Dear Eric:

Anthony J. Carson has recently been hired for the position of City Manager for the City of Pekin. I am pleased to confirm the City of Pekin full representation to Tri-County Regional Planning Commission's PPUATS (Pekin/Peoria Urbanized Area Transportation Study) Committees since that contract has been signed.

The following persons will represent the City at meetings as designated:

MAYOR JOHN MCCABE.....PPUATS POLICY COMMITTEE
ANTHONY J. CARSONALTERNATE PPUATS POLICY COMMITTEE
MICHAEL GUERRA.PPUATS TECHNICAL COMMITTEE
KATHRYN L. SHACKELFORD....ALTERNATE PPUATS TECHNICAL COMMITTEE

As is our policy, I intend to make this final appointment by resolution with consent of full council at the meeting on December 12, 2016 I hope this response is helpful in documenting your records for voting procedures used within the Policy and Technical Committees.

Respectfully,

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

John McCabe
Mayor



City of Pekin

FY 16-17 Tax Levy

Supplemental Information for purpose of figuring tax rate

CITY OF PEKIN Budgeted Expenses to be Collected from Tax Levy Fiscal year Commencing May 1, 2016 and Ending April 30, 2017

<u>Purpose</u>	<u>Amount Budgeted</u>	<u>Derived From Other Sources</u>	<u>Amount Levied</u>
1 General Corporate Fund	\$ -	0	\$ -
2 IMRF for state mandated pension requirements	853,935	549,763	304,172
Police Pension Fund for state mandated pension requirements	1,745,600	-	1,745,600
Fire Pension Fund for state mandated pension requirements	2,954,100	-	2,954,100
3 Pekin Library Bonds	402,000	-	402,000
Pekin Municipal Library Fund			
Personnel	884,760	-	884,760
Supplies	33,200	-	33,200
Library materials	171,470	12,940	158,530
Repairs	49,860	49,860	0
Utilities	47,200	47,200	0
Insurance	13,500	13,500	0
Capital outlay	12,100	12,100	0
Software	1,000	1,000	0
Circulation and grants	68,866	68,866	0
Other contractual	13,050	13,050	0
Total Library	<u>1,295,006</u>	<u>218,516</u>	<u>1,076,490</u>
TOTAL AMOUNTS	<u>7,250,641</u>	<u>768,279</u>	<u>6,482,362</u>

Notes:

1. General Corporate Fund will receive zero dollars in the FY16-17 Tax Levy
2. IMRF Pension levy amount proposed to receive \$304,172. In previous years, the full amount has been covered by the Levy. The \$549,763 derived from other sources will have to be covered by General Fund.
3. Library Bonds are included for calculation of rate purposes here. The counties' ordinance does not include them as the bond schedule was filed with the counties and they automatically add the scheduled amount annually to the levy

ORDINANCE NO. 2755-16/17

**AN ORDINANCE MAKING, LEVYING, AND ASSESSING MUNICIPAL TAXES
IN THE CITY OF PEKIN, TAZEWELL AND PEORIA COUNTIES, ILLINOIS,
FOR THE FISCAL YEAR FROM MAY 1, 2016 TO APRIL 30, 2017
AND KNOWN AS THE ANNUAL LEVY ORDINANCE.**

WHEREAS, the City of Pekin is a home rule unit of local government pursuant to the provisions of Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, as a home rule unit of local government, the City may exercise any power and perform any function pertaining to its government except as limited by Article VII, Section 6; and

WHEREAS, the City Council of the City of Pekin, Illinois, adopted Resolution No. 24-15/16 the Annual Budget for the City of Pekin, Illinois, for the Fiscal Year beginning on May 1, 2016, and ending on April 30, 2017 on the 28th day of April 2016, and which has been duly published.

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: A tax for the following sums of money or so much thereof as may be authorized by law to defray all expenses and liabilities of the City of Pekin be, and the same is hereby levied, for the purposes specified against all taxable property in said City for the Fiscal Year commencing on the 1st day of May, 2016, and ending on the 30th day of April, 2017.

**CITY OF PEKIN
Budgeted Expenses to be Collected from Tax Levy
Fiscal year Commencing May 1, 2016 and Ending April 30, 2017**

<u>Purpose</u>	<u>Amount Budgeted</u>	<u>Derived From Other Sources</u>	<u>Amount Levied</u>
IMRF for state mandated pension requirements	853,935	549,763	304,172
Police Pension Fund for state mandated pension requirements	1,745,600	-	1,745,600
Fire Pension Fund for state mandated pension requirements	2,954,100	-	2,954,100
Pekin Municipal Library Fund			
Personnel	884,760	-	884,760
Supplies	33,200	-	33,200
Library materials	171,470	12,940	158,530
Repairs	49,860	49,860	0
Utilities	47,200	47,200	0
Insurance	13,500	13,500	0
Capital outlay	12,100	12,100	0
Software	1,000	1,000	0
Circulation and grants	68,866	68,866	0
Other contractual	13,050	13,050	0
Total Library	<u>1,295,006</u>	<u>218,516</u>	<u>1,076,490</u>
TOTAL AMOUNTS	<u>7,250,641</u>	<u>768,279</u>	<u>6,080,362</u>

SECTION 2: The City Clerk of the City of Pekin is hereby directed to file with the County Clerk of the County of Tazewell and the County Clerk of the County of Peoria, a certified copy of this Ordinance as provided by law.

SECTION 3: If any item or portion of this Ordinance is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Ordinance.

SECTION 4: This ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such ordinance should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the City of Pekin that to the extent that the terms of this ordinance should be inconsistent with any non-preemptive state law, that this ordinance shall supersede state law in that regard within its jurisdiction.

SECTION 5: This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form, as required by law, and shall be known as Ordinance No. 2755-16/17 of the City of Pekin, Illinois.

PASSED in due form of law by the City Council of the City of Pekin, Illinois, at its regular meeting held on the 12th day of December, 2016; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

PRESENT:

APPROVED this 12th day of December, 2016.

John McCabe, Mayor

ATTEST :

Sue E. McMillan, City Clerk

CITY OF PEKIN

ORDINANCE NO. 2755-16/17

**AN ORDINANCE MAKING LEVYING AND ASSESSING
MUNICIPAL TAXES IN THE CITY OF PEKIN TAZEWELL
AND PEORIA COUNTIES ILLINOIS
FOR THE FISCAL YEAR FROM MAY 1, 2016 TO APRIL 30, 2017
AND KNOWN AS THE ANNUAL LEVY ORDINANCE**

**PASSED BY THE CITY COUNCIL
OF THE CITY OF PEKIN
THE 12TH DAY OF DECEMBER, 2016**

**PUBLISHED IN PAMPHLET FORM BY AUTHORITY OF THE CITY
COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS,
THIS 12TH DAY OF DECEMBER, 2016**

CERTIFICATION OF TAX LEVY ORDINANCE

CITY OF PEKIN

THE UNDERSIGNED, DULY ELECTED, QUALIFIED AND ACTING CLERK OF THE CITY OF PEKIN, TAZEWELL AND PEORIA COUNTIES, ILLINOIS, DOES HEREBY CERTIFY THAT THE ATTACHED HERETO IS A TRUE AND CORRECT COPY OF THE TAX LEVY ORDINANCE OF SAID CITY FOR THE FISCAL YEAR BEGINNING MAY 1, 2016 AND ENDING APRIL 30, 2017, AS ADOPTED ON DECEMBER 12, 2016

THIS CERTIFICATION IS MADE AND FILED PURSUANT TO THE REQUIREMENTS OF (65 ILCS 5/8-3-1) AND ON BEHALF OF THE CITY OF PEKIN, TAZEWELL AND PEORIA COUNTIES, ILLINOIS. THIS CERTIFICATION MUST BE FILED BY THE 27TH DAY, DECEMBER, 2016.

DATED THIS 12TH DAY OF DECEMBER, 2016

SUE E. MCMILLAN
CITY CLERK



REQUEST FOR COUNCIL ACTION

To: Honorable Mayor McCabe and Members of the City Council

CC: Anthony Carson, City Manager

From: Sue E. McMillan, City Clerk

AGENDA ITEM: Tax Abatements Resolutions for Previous Bond Ordinances

AGENDA DATE REQUESTED: December 12, 2016

ACTION REQUESTED: Authorization that taxes not be levied as provided in Bond Ordinances

DESCRIPTION:

The City's outstanding Bond Issue for the Sewer Treatment Plant Improvements, plus the Bond Issue of 2012 for Capital Improvement Projects, has language making the assumption that the Levy would be necessary to provide the funding for the payment of principal and interest on those bonds. However, the City has sufficient sources of funds from other revenue sources to make the bond payments. Therefore the levy and collection of a direct annual tax for the payment of and interest on the bonds is not necessary and needs to be abated.

RESOLUTION NO. 39-16/17

ABATEMENT OF TAXES ORDINANCE NO. 2667-12/13 SERIES 2012 \$2,100,000 (LEVY AND COLLECTION OF TAXES ORDINANCE NO. 2673-12/13)

This resolution authorizes that taxes not be levied against taxable real property in the City of Pekin in the amount of \$318,250.00 provided in bond ordinance issued for Capital Improvements through Bernardi Securities, Inc.

RESOLUTION NO. 40-16/17

ABATEMENT OF TAXES ORDINANCE NO. 2625-10/11 SERIES 2010 \$7,110,000

This resolution authorizes that taxes not be levied against taxable real property in the City of Pekin in the amount of \$591,752.50 provided in bond ordinance issued for Sewer Treatment Plant Improvements through Bernardi Securities, Inc.

FINANCIAL IMPACT: Bond payments to be made from sources other than the Levy.

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: Bond payments to be made from sources other than Property Tax Revenue. Some of the Bonds were for Enterprise Funds and should not come from General Fund Revenue sources.

IMPACT IF DENIED: Levy allocated as Corporate Fund would be reallocated as Bond Payments

ALTERNATIVES: None

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

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

	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
	A High Quality of Life. To support or provide services that 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 Director:
Date:

Prepared by Sue McMullan

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

Corporation Counsel:
Date:

City Manager:
Date:

[Signature]
[Signature]

12-3-16

YEAR	SERIES 2012	SERIES 2010	TOTALS
2016	318,250.00	591,752.50	910,002.50
2017	322,050.00	584,845.00	906,895.00
2018	196,950.00	581,670.00	778,620.00
2019		571,870.00	571,870.00
2020		565,971.25	565,971.25
2021		558,902.50	558,902.50
2022		555,407.50	555,407.50
2023		545,527.50	545,527.50
2024		539,207.50	539,207.50
2025		526,605.00	526,605.00
2026		522,312.50	522,312.50
2027		515,878.75	515,878.75
2028		498,203.75	498,203.75
		489,606.25	489,606.25

RESOLUTION NO. 40-16/17

WHEREAS, on August 23, 2010, the City Council of the City of Pekin passed Ordinance No. 2625-10/11 entitled "AN ORDINANCE providing for the issue of \$7,110,000.00 Aggregate Principal Amount of Taxable General Obligation Bonds, Series 2010, of the City of Pekin, Tazewell and Peoria Counties, Illinois, and for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds", authorizing the sale of \$7,110,000.00 principal amount of taxable general obligation; and

WHEREAS, said Ordinance 2625-10/11 (hereinafter referred to as the "Bond Ordinance"), imposed tax levies against all taxable real property in the City of Pekin; and

WHEREAS, the tax levy for the year 2015 contained in the Bond Ordinance was based upon the assumption that a levy would be necessary to provide funds for the payment of principal and interest on the bonds authorized by the Bond Ordinance; and

WHEREAS, there are sufficient sources of funds from property taxes and other revenues as contemplated in the Bond Ordinance available for the payment of the principal and interest on the bonds authorized by the Bond Ordinance; and

WHEREAS, the tax levy for the year 2016 provided for in the Bond Ordinance is therefore substantially greater than is necessary to meet the obligation to pay the interest due created by the sale of the bonds authorized by the Bond Ordinance.

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

Section 1. The levy of taxes for the year 2016 in the amount of \$591,752.50 provided for in Section 8 of Ordinance No. 2625-10/11 entitled "AN ORDINANCE providing for the issue of \$7,110,000.00 Aggregate Principal Amount of Taxable General Obligation Bonds, Series 2010, of the City of Pekin, Tazewell and Peoria Counties, Illinois, and for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds" is hereby abated

and eliminated; it being the intent of the City Council that no taxes be levied for the year 2016 as provided in said Section 8 of Ordinance No. 2625-10/11.

Section 2. The remaining levies of taxes as set forth in the Bond Ordinance for the years subsequent to 2016 are not abated or affected in any manner whatsoever by the passage of this Resolution.

Section 3. In the event a court of competent jurisdiction determines that the tax levies for the years subsequent to 2016 as provided for in the Bond ordinance are in any way affected by this Resolution, then this Resolution shall be void and of no effect whatever.

Section 4. Upon the effective date of this Resolution, a copy hereof certified by the City Clerk, which certificate shall recite that this Resolution has been passed by the City Council and approved by the Mayor, shall be filed with the County Clerks of Tazewell and Peoria Counties, Illinois; said County Clerks are hereby directed to abate and eliminate the levies for the year 2015 contained in the Bond Ordinance, but only to the extent specifically provided herein.

Section 5. This Resolution is in addition to all other Resolutions on the subject and shall be construed therewith excepting as to the part in direct conflict with any other Resolution, and in the event of such conflict, the provisions hereof shall govern.

Section 6. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin,
this 12th day of December 2016.

MAYOR

ATTEST:

CITY CLERK

RESOLUTION NO. 39-16/17

WHEREAS, on October 22, 2012, the City Council of the City of Pekin passed Ordinance No. 2667-12/13 entitled “AN ORDINANCE providing for the issue of \$2,100,000.00 Aggregate Principal Amount of Taxable General Obligation Bonds, Series 2012, of the City of Pekin, Tazewell and Peoria Counties, Illinois, and for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds”, authorizing the sale of \$2,100,000.00 principal amount of taxable general obligation; and

WHEREAS, on November 26, 2012, the City Council of the City of Pekin passed Ordinance No. 2673-12/13 entitled “AN ORDINANCE providing for the Levy and Collection of Taxes for the Payment of the Principal of and Interest on \$1,975,000 Aggregate Principal Amount of General Obligation Bonds, Series 2012 and Related Matters; and

WHEREAS, said Ordinance No. 2667-12/13 (hereinafter referred to as the “Bond Ordinance”) and said Ordinance No. 2673-12/13 (hereinafter referred to as the “Levy and Collection Ordinance”) imposed tax levies against all taxable real property in the City of Pekin; and

WHEREAS, the tax levy for the year 2016 contained in the Bond Ordinance and Levy and Collection Ordinance was based upon the assumption that a levy would be necessary to provide funds for the payment of principal and interest on the bonds authorized by the Bond Ordinance and the Levy and Collection Ordinance; and

WHEREAS, there are sufficient sources of funds from property taxes and other revenues as contemplated in the Bond Ordinance and the Levy and Collection Ordinance available for the payment of the principal and interest on the bonds authorized by the Bond Ordinance and the Levy and Collection Ordinance; and

WHEREAS, the tax levy for the year 2016 provided for in the Bond Ordinance and the Levy and Collection Ordinance is therefore substantially greater than is necessary to meet the obligation to pay the interest due created by the sale of the bonds authorized by the Bond Ordinance and the Levy and Collection Ordinance.

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

Section 1. The levy of taxes for the year 2016 in the amount of \$318,250.00 provided for in Section 1 of Ordinance No. 2673-12/13 entitled "AN ORDINANCE providing for the Levy and Collection of Taxes for the Payment of the Principal of and Interest on \$1,975,000 Aggregate Principal Amount of General Obligation Bonds, Series 2012 and related matters" which supersedes the tax levy contained in Section 8 of Ordinance No. 2667-12/13, is hereby abated and eliminated; it being the intent of the City Council that no taxes be levied for the year 2016 as provided in said Section 1 of Ordinance No. 2673-12/13.

Section 2. The remaining levies of taxes as set forth in the Bond Ordinance and in the Levy and Collection Ordinance for the years subsequent to 2016 are not abated or affected in any manner whatsoever by the passage of this Resolution.

Section 3. In the event a court of competent jurisdiction determines that the tax levies for the years subsequent to 2015 as provided for in the Bond Ordinance and the Levy and Collection Ordinance are in any way affected by this Resolution, then this Resolution shall be void and of no effect whatever.

Section 4. Upon the effective date of this Resolution, a copy hereof certified by the City Clerk, which certificate shall recite that this Resolution has been passed by the City Council and approved by the Mayor, shall be filed with the County Clerks of Tazewell and Peoria Counties,

Illinois; said County Clerks are hereby directed to abate and eliminate the levies for the year 2016 contained in the Bond Ordinance and the Levy and Collection Ordinance but only the extent specifically provided herein.

Section 5. This Resolution is in addition to all other Resolutions on the subject and shall be construed therewith excepting as to the part in direct conflict with any other Resolution, and in the event of such conflict, the provisions hereof shall govern.

Section 6. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin,
this 12th day of December 2016.

ATTEST:

MAYOR

CITY CLERK



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk, Finance Dept., City Attorney & City Manager

From: Community Development Director

AGENDA ITEM: 2016 CDBG Public Service Activities

AGENDA DATE REQUESTED: December 12, 2016

ACTION REQUESTED: Council approval of the 2016 CDBG Public Service activities

DESCRIPTION: Request for Proposals were received from 4 Pekin agencies for a final proposed 8 CDBG eligible activities. Total CDBG funds available/allocated for the current program year is \$57,435.30 with a 50% match requirement. The total requested amount exceeded dollars available. An ad hoc committee reviewed requests, prioritized and submit this recommendations for funding for recommended approval from the Pekin City Council. A summary narrative of estimated benefit and proposed projects is attached.

FINANCIAL IMPACT: Of the allocated CDBG dollars for Public Services, it is recommended for Council approval –

- 50% is allocated to the Pekin Salvation Army Social Services for the Rust Transitional Center operating expenses and Wheels for Work and Wellness program.
- 35% is allocated to the Center for Prevention of Abuse Carol House of Hope for operating expenses.
- 12% is allocated to the Pekin YWCA for the Weekend Snack Packs – District #108 preschool, Weekend Snack Pack – YWCA Child Care, Childcare Scholarship activities and Healthy Living program.
- 2% is allocated to the Pekin Housing Authority for the Wheels for Work, Wisdom and Wellness program.

NEIGHBORHOOD CONCERNS: none

IMPACT IF APPROVED: The proposed 2016 Public Service activities will move forward.

IMPACT IF DENIED: Staff will need clear direction to move forward.

REQUIRED SIGNATURES

Department Director: *Pamela Anderson*

Date: *Dec. 5, 2016*

Finance Department (Certification of Availability of Funds):

Date: *12-5-16* *Angela Evans*

Corporation Counsel (reviewed):

Date: *12-6-16* *Raymond*

City Manager:

Date: *12-5-16* *[Signature]*

Agency	estimated benefit	narrative summary
Pekin Salvation Army		
Wheels for work and wellness	150	The Salvation Army will be providing bus passes to residents of Pekin who need transportation to work, interviews or medical appointments. In order to help families become self sufficient and to stay well.
Rust Transitional Center	150	The Salvation Army Pekin Shelter provides 24/7 shelter for families and single women in crisis. It is our hope that with proper funding we will be able to extend this service to the single men in our community. We will be able to house thirty individuals each evening. With proper funding, the men's center will add 6 more spaces.
<u>Center for Prevention of Abuse - Carol House of Hope</u>	123	The Center for Prevention of Abuse (The Center) operates Carol House of Hope (CHOH) a domestic violence shelter in the City of Pekin. CHOH provides 24/7 emergency safe shelter and support services to victims of domestic violence who have been made homeless as a result of fleeing domestic violence. These free and confidential services to victims and their children include: safe shelter; crisis intervention; safety planning; basic needs such as food and clothing; information on victim rights under the Illinois Domestic Violence Act; court advocacy including assistance with obtaining Orders of Protection; children's programming; individual and group counseling; support groups; and therapy to treat trauma symptoms that interfere with daily functioning. Staff also works with residents to locate safe permanent housing, employment, child care, and health care. Additionally, clients are assisted with parenting skills, identifying children's need for therapy, and connecting with community providers for other needed services, such as legal assistance and financial planning. Customized case management is provided for each household and services are coordinated with other programs as appropriate. With staff assistance, clients develop plans for safety and self-sufficiency, receive support to make progress toward their goals, and gain courage to live independently and free from violence. CHOH is operated by trained professionals 24 hours a day, 365 days per year.
Pekin YWCA		
YWCA Weekend Snackpacs	15	Children will receive a Weekend Snackpac every Friday to take home, filled with food items. A typical snackpac will include shelf-stable milk, a single-serve pasta item, an applesauce cup, and a breakfast item. The snackpacs will be discretely distributed to children enrolled in the program by YWCA Pekin staff.
YWCA Child Care Scholarships	18	Families facing unexpected challenges in paying for child care services will be invited to apply for a scholarship to enable them to continue to stay at our center. YWCA Pekin will match the scholarship dollars offered to families through this grant opportunity. We know our families experience unusual situations that stretch their ability to meet all their financial obligations at some times.
Weekend Snackpacs - Pekin Family Education Center	90	Children will receive a Weekend Snackpac every Friday to take home, filled with food items. A typical snackpac will include five to six snack items that would be easy for a young child to serve him or herself. The snackpacs will be discretely distributed to children enrolled in the program by Pekin Family Education Center staff.

Agency	estimated benefit	narrative summary
YWCA Pekin - Healthy Living Program	20	A program on healthy living for women will be offered in the community room at the Pekin Housing Authority. The focus will be on eating a healthy diet and incorporating exercise into busy lives.
<u>Pekin Housing Authority - Wheels for Work, Wisdom and Wellness</u>	40	This program would be designed to provide transportation for Pekin Housing Residents seeking employment, education or medical treatment.



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk

From: Clayton Stambaugh, Airport Manager

AGENDA ITEM:

Award Bid and Contract for Installation of Self-Supporting Hydraulic Hangar Door

AGENDA DATE REQUESTED:

12-12-2016

ACTION REQUESTED:

Award bid and contract for installation of a self-supporting hydraulic hangar door on Terminal Building – Hangar A at Pekin Municipal Airport in the amount of Thirty Seven Thousand Two Hundred Seventy Three Dollar and Eighty Nine Cents (37273.89) to Crawford and Brinkman Door and Window Company.

DESCRIPTION:

Although some components of the current Hangar A door system have been replaced or repaired in the past 30 years, and routine maintenance has been accomplished, many components are original and were installed circa 1964. When considering operational complexity, costly maintenance and repair, increased risk and liability, and also new standards, efficiencies, and technology to be realized, the economic life of the current system has been exceeded.

The current system is relatively complex to operate, maintain, and repair by today's standards. The system consists of three (3) twenty by sixteen foot (20'x16') overhead doors that combined make up a sixty foot (60') opening, all with separate operators and tracks. The opening and closing of the overhead doors are guided by two (2) independent mullion posts that swing in and out of position, each with independent operators, utilizing a cable and pulley system. The operation of the full door system, both opening and closing, is a seven (7) step procedure in a specific sequence. Due to the multitude of components and complexities, annual maintenance and repair of this system, as well the Hangar B system, ranges approximately between three thousand dollars (\$3,000) and five thousand dollars (\$5,000). Maintenance and repair typically results in considerable downtime for the tenant/business. Additionally, the current system is poorly insulated and heat losses in winter are considerable due to long opening and closing sequences. It has been estimated, based on the received low bids, that a replacement will pay for itself in approximately in 10 years while significantly reducing annual operational expenditures. A single piece hydraulic hangar door is measurably less complex to operate and far less maintenance intensive.

Increased daily use and operation of the aged system, due to a newly based aircraft maintenance and repair tenant/business, has heightened maintenance costs and increased risk and liability. It is not uncommon to have upwards of one million dollars (\$1,000,000.00) worth of aircraft, equipment, and personnel near the system. These concerns were formally addressed to the City of Pekin by the Airport Manager, Airport Advisory Commission, and several stakeholders following a discussion during the July 2016 Airport Advisory Commission Meeting. The aged door system and terminal exterior was also noted in a recent Federal Aviation Administration (FAA) Safety Inspection conducted by the Illinois

Department of Transportation (IDOT) – Division of Aeronautics (DOA). In regard to safety and risk management, replacement of the existing door system is currently a top priority of the airport. Three separate councilmembers have been on site to see the current system since the notification in July.

Pricing between hydraulic door systems, bi-fold door systems, and similar systems to what currently exist are all within five thousand dollars (\$5,000). The hydraulic door system is preferred in this specific case due to the ability of it being designed as self-supporting, low maintenance costs, easy operation, heating efficiencies, and added safety features.

Without replacement, the current door system will remain costly in regard to maintenance, repair, and inefficiency. More importantly with no action, the liability and risk associated with a known safety deficiency could result in extreme financial impact to the City of Pekin. The alternative of completely repairing and replacing the current system is not feasible considering a reluctance of contractors to perform the work and because costs are similar to the hydraulic option.

FINANCIAL IMPACTS:

1. Overall airport capital expenditure remains neutral relative to the approved airport budget by reduction of pavement maintenance program for the given fiscal year
2. Reduction in airport utility, maintenance, and repair costs – increased operational efficiency of airport
3. Lessened long term impact to city budget
4. Mitigation of liability expense

NEIGHBORHOOD CONCERNS:

None

IMPACT IF APPROVED:

1. Increased safety and decreased liability/risk
2. Increased efficiency of building relating to heating expense
3. Continued fulfillment of lease requirements to maintain and repair structure and major components
4. Increased utility/value of building – future increased rental fee revenues
5. Tenant/business retention

IMPACT IF DENIED:

1. Risk/liability related to safety
2. Continued inefficiency of building relating to heating
3. Exposure to costly emergency repair and breach of contract with imminent door failure
4. Risk of losing tenant

ALTERNATIVES:

Utilize city-wide capital improvement budget/bonding next fiscal year. Note - on certain projects the use of the Federal Airport Improvement Program funding can be prohibitive and cause penalties for the Airport. IDOT and the FAA discourage the use of these funds for this type of project.

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS:

✓	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
✓	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.

	A High Quality of Life. To support or provide services that improves the quality of life for Pekin's residents.
	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.
REQUIRED SIGNATURES	
Department Director:	
Date: <i>6</i>	Clayton Stambaugh, Airport Manager <i>nick</i> 12/7/16
Finance Department (Certification of Availability of Funds):	
Date: 12-7-16	<i>Angel Evans</i>
Corporation Counsel:	
Date:	
City Manager:	
Date:	<i>R</i>

City of Pekin Bid Tab

Proposal: Hanger Door for Terminal for Airport

Date: 11/17/2016

Item	Unit	Crawford & Brinkman	GIVSCO Const.	Thompson Brothers Inc.
Remove and Replace self supporting hydraulic Door with associated work	Lump Sum	\$32,321.00	\$53,500.00	\$47,053.50
Totals		\$32,321.00	\$53,500.00	\$47,053.50
Alt. for Vapor Barrier & Insulation	Lump Sum	\$3,322.22 (open cell) \$3,788.89 (close cell)	\$2,500.00	\$2,736.00
Alt. for Windows	Each	no bid	\$450.00 (for 2'x6' windows)	no bid

Crawford & Brinkman

Door and Window Co.

7715 N Crestline Drive

Peoria, IL 61615

309-691-8121

Estimate

DATE	ESTIMATE NO.
11/15/2016	C8388
ITEM	QTY

M30

Ship To:

PEKIN MUNICIPAL AIRPORT
13906 AIRPORT LANE
PEKIN, IL

CITY OF PEKIN
111 S. CAPITOL
PEKIN, IL. 61554

ITEM	DESCRIPTION	QTY	COST	TOTAL
COMM. DOORS	(1) EVIDENCE OF BIDDER'S AUTHORITY TO DO BUSINESS IN THE STATE- ATTACHED IN BID PACKAGE.			0.00

(2) REFERENCES

- (A) WAGONBACH BUILDERS
- (B) BLUNIER BUILDERS
- (C) HOMEWAY HOMES
- (D) MORTON BUILDINGS

(3) SUPPLIER QUALIFICATION- CRAWFORD AND BRINKMAN DOOR AND WINDOW COMPANY HAS BEEN A STAPLE IN THE PEORIA AREA SINCE 1953 DOING COMMERCIAL AND RESIDENTIAL DOORS. WE HAVE AN A+ RATING WITH THE BETTER BUSINESS BUREAU AND ARE MEMBERS OF THE HOME BUILDERS ASSOCIATION. OUR INSTALLERS ARE PAID EMPLOYEES OF US AND ARE NOT SUB-CONTRACTORS. I (SCOTT MADDEN) HAVE PERSONALLY BEEN WITH CRAWFORD AND BRINKMAN SINCE 1999 AND I AM CURRENTLY THE SALES MANAGER AND PROJECT MANAGER ON VARIES PROJECTS.

PRICING GOOD FOR _____ DAYS
3 DAY RIGHT TO REFUSAL _____

3 DAY RIGHT TO REFUSAL _____
EPA LEAD INFO _____

TOTAL \$0.00

WE ACCEPT THE ABOVE PROPOSAL
(EXECUTE ORIGINAL & RETURN FOR ACCEPTANCE)
Acceptance of this order shall constitute a conditional sales contract. We are to retain title and possession of all material and equipment furnished by us under terms of this contract, until final payment shall have been made. The right is specifically reserved by the seller and granted by the purchaser to remove from premises materials not completely paid for in 45 days after installation without recourse for damage to the building or any of its parts in progress. Sign and return white copy promptly.

-Openings are to be prepared by others in accordance with our specifications.
-The price does not include glass, glazing, painting or wiring for electric operator, unless included in proposal.
-Proposal is made for prompt acceptance. Prices subject to review after 30 days.
-Agreements are contingent upon strikes, accidents or other conditions beyond our control.
-We carry manufactures contracts, and employers liability and workman's compensation insurance.
-Prices does not included retail sales tax when applicable.
-We reserve the right to add finance charges, collection agency fees (not to exceed 33.3%), attorney fees and court costs in an effort to collect.
-BALANCE DUE UPON COMPLETION

SIGNATURE _____ DATE ____/____/____



Pekin Municipal Airport
13906 Airport Lane
Pekin, IL 61554

pekinairport@ci.pekin.il.us
(309) 348-3692
(309) 348-3693 FAX

BID SHEET

ITEM OF WORK	UNIT	QUANTITY	BID PRICE
Removal of existing door and installation of a proposed Self-supporting hydraulic door with all associated plans, materials, equipment, labor and work needed including footings and sheet metal for exterior (must fit existing openings)	Lump Sum	1	\$32,321.00
Total			
Additive Alternates			
Vapor barrier and insulation	See Quotes Lump Sum	1 open cell	\$3322.22
Windows	Each	Closed cell	\$3788.89
		Up to 6	\$388.00

Window cost could
vary - NO size
specs in the
scope of work.

Contract Name: Pekin Municipal Airport
Signed By: Scott madden
Title: Sales Manager/Project Manager
Address: 7715 N. Crestline Dr.
Peoria, IL. 61615
Date: 11-15-16

Clayton Stambaugh, M.P.A., Airport Manager
13906 Airport Lane, Pekin, IL 61554
(309) 348-3692
clstambaugh@ci.pekin.il.us

Crawford & Brinkman

Door and Window Co.

7715 N Crestline Drive

Peoria, IL 61615

309-691-8121

Estimate

DATE

ESTIMATE NO.

11/15/2016

C8388

REP

P.O. NO.

M30

Ship To:

PEKIN MUNICIPAL AIRPORT

13906 AIRPORT LANE

PEKIN, IL

CITY OF PEKIN
111 S. CAPITOL
PEKIN, IL. 61554

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	(2) REFERENCES			
	(A) WAGONBACH BUILDERS			
	(B) BLUNIER BUILDERS			
	(C) HOMEWAY HOMES			
	(D) MORTON BUILDINGS			
	(3) SUPPLIER QUALIFICATION- CRAWFORD AND BRINKMAN DOOR AND WINDOW COMPANY HAS BEEN A STAPLE IN THE PEORIA AREA SINCE 1953 DOING COMMERCIAL AND RESIDENTIAL DOORS. WE HAVE AN A+ RATING WITH THE BETTER BUSINESS BUREAU AND ARE MEMBERS OF THE HOME BUILDERS ASSOCIATION. OUR INSTALLERS ARE PAID EMPLOYEES OF US AND ARE NOT SUB-CONTRACTORS. I (SCOTT MADDEN) HAVE PERSONALLY BEEN WITH CRAWFORD AND BRINKMAN SINCE 1999 AND I AM CURRENTLY THE SALES MANAGER AND PROJECT MANAGER ON VARIES PROJECTS.			

PRICING GOOD FOR _____ DAYS
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3 DAY RIGHT TO REFUSAL _____
EPA LEAD INFO _____

TOTAL \$0.00

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(EXECUTE ORIGINAL & RETURN FOR ACCEPTANCE)

Acceptance of this order shall constitute a conditional sales contract. We are to retain title and possession of all material and equipment furnished by us under terms of this contract, until final payment shall have been made. The right is specifically reserved by the seller and granted by the purchaser to remove from premises materials not completely paid for in 45 days after installation without recourse for damage to the building or any of its parts in progress. Sign and return white copy promptly.

-Openings are to be prepared by others in accordance with our specifications.

-The price does not include glass, glazing, painting or wiring for electric operator, unless included in proposal.

-Proposal is made for prompt acceptance. Prices subject to review after 30 days.

-Agreements are contingent upon strikes, accidents or other conditions beyond our control.

-We carry manufactures contracts, and employers liability and workman's compensation insurance.

-Prices does not included retail sales tax when applicable.

-We reserve the right to add finacne charges, collection agency fees (not to exceed 33.3%), attorney fees and court costs in an effort to collect.

-BALANCE DUE UPON COMPLETION

SIGNATURE _____ DATE ____/____/____

Crawford & Brinkman
Door and Window Co.
7715 N Crestline Drive
Peoria, IL 61615
309-691-8121

Estimate

DATE	ESTIMATE NO.
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9/2/2016	C8313
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REP	P.O. NO.
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M30

CITY OF PEKIN
111 S. CAPITOL
PEKIN, IL. 61554

Ship To:
PEKIN MUNICIPAL AIRPORT
13906 AIRPORT LANE
PEKIN, IL

ITEM	DESCRIPTION	QTY	COST	TOTAL
COMM. DOORS	60' X 16' HIGHER POWER HYDRAULIC ONE PIECE HANGAR DOOR, CLEAR OPENING 60' X 15' 5 1/2", 115 MPH ASCE 7-10 WIND LOAD IN CLOSED POSITION AND AT 45% OF RATING WHEN OPENED, INCLUDES ALL HYDRAULIC PUMP, FITTINGS, AND HOSES, PRICE INCLUDES INSTALLATION OF NEW DOORS AND TEAR OUT OF OLD DOORS AND OPENERS AND DISPOSAL OF OLD DOORS, INCLUDES SHEETING EXTERIOR OF DOOR, VAPOR BARRIER AND INSULATION DONE BY OTHERS, INCLUDES CUTTING CONCRETE AND INSTALLING NEW FOOTINGS FOR VERTICAL CHANNELS TO SIT ON, PRICE INCLUDES ALL EQUIPMENT RENTAL TO COMPLETE JOB.	1	32,321.00	32,321.00

TAX EXEMPT

PRICING GOOD FOR _____ DAYS
3 DAY RIGHT TO REFUSAL _____

3 DAY RIGHT TO REFUSAL _____
EPA LEAD INFO _____

TOTAL \$32,321.00

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(EXECUTE ORIGINAL & RETURN FOR ACCEPTANCE)
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-The price does not include glass, glazing, painting or wiring for electric operator, unless included in proposal.
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-Prices does not included retail sales tax when applicable.
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-BALANCE DUE UPON COMPLETION

SIGNATURE _____ DATE ____/____/____

Crawford & Brinkman
Door and Window Co.
7715 N Crestline Drive
Peoria, IL 61615
309-691-8121

Estimate

DATE	ESTIMATE NO.
11/15/2016	C8387
REP	P.O. NO.
M30	

CITY OF PEKIN
111 S. CAPITOL
PEKIN, IL. 61554

Ship To:
PEKIN MUNICIPAL AIRPORT
13906 AIRPORT LANE
PEKIN, IL

ITEM	DESCRIPTION	QTY	COST	TOTAL
COMM. DOORS	OPTION 2 CLOSED CELL INSULATION	1	3,788.89	3,788.89

QUOTE FOR CLOSED CELL INSULATION ON 60' X 16' HIGHER POWER HYDRAULIC DOOR THE PRICE QUOTED FOR CLOSED CELL SPRAY FOAM INSULATION DOES NOT INCLUDE A VAPOR BARRIER, CLOSED CELL SPRAY FOAM CREATES IT'S OWN VAPOR BARRIER AND IS AN AVERAGE THICKNESS OF 2" AND HAS AN R-VALUE OF R-14. CLOSED CELL ICYNENE MD-C-200 SPRAY FOAM.

BOTH TYPES OF INSULATION ARE FIRE RETARDANT AND MOISTURE RESISTANT.

PRICING GOOD FOR _____ DAYS
3 DAY RIGHT TO REFUSAL _____

3 DAY RIGHT TO REFUSAL _____
EPA LEAD INFO _____

WE ACCEPT THE ABOVE PROPOSAL
(EXECUTE ORIGINAL & RETURN FOR ACCEPTANCE)
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-BALANCE DUE UPON COMPLETION

SIGNATURE _____ DATE ____/____/____

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Pekin, IL ("Owner") and
Crawford and Brinkman Door and Window Co. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Pekin Municipal Airport Hanger A Self-supporting Hydraulic Door

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Includes the removal and disposal of the existing door system and the installation of a new self-supporting hydraulic hangar door systems to fit the existing opening of approximately 60' x 15' 5 1/2"

ARTICLE 3 – ENGINEER

- 3.01 The Project has been prepared by City of Pekin, Engineering Department. ("Engineer")

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment, as stated in the Contract Documents, are of the essence of the Contract.

4.02 *Contract Times: Days*

- A. The Work will be substantially completed within 60 days after the date of the Notice to Proceed.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner, if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$200 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$100 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. For the Base bid, the addition of the alternate for quote two closed cell installation and the addition of the alternate for three (3) Windows, at the prices stated in Contractor's Bid.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in the form of an invoice with all corresponding payroll certifications. Applications for Payment will be processed by the Engineer.

6.02 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price as recommended by the Engineer.
- B. Contractor will retain title and possession of all material and equipment furnished by them under terms of this contract until final payment has been made.

ARTICLE 7 – INTEREST (NOT USED)

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 6, inclusive).
 - 2. Requirements listed in the Request for Proposal (Attached, inclusive).
 - 3. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (inclusive).
 - b. Current Prevailing Wage Rates.
 - 4. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.

- b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on (which is the Effective Date of the Contract).

OWNER: City of Pekin, IL

CONTRACTOR: Crawford & Brinkman Door and Window Company

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____
(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

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FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

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6.02 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price as recommended by the Engineer.
- B. Contractor will retain title and possession of all material and equipment furnished by them under terms of this contract until final payment has been made.

ARTICLE 7 – INTEREST (NOT USED)

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 6, inclusive).
 - 2. Requirements listed in the Request for Proposal (Attached, inclusive).
 - 3. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (inclusive).
 - b. Current Prevailing Wage Rates.
 - 4. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.

- b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on (which is the Effective Date of the Contract).

OWNER: City of Pekin, IL

CONTRACTOR: Crawford & Brinkman Door and Window Company

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____
(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.