



**REGULAR CITY COUNCIL MEETING
MONDAY, NOVEMBER 26, 2018
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 - Nov 13, 2018 5:30 PM
5.	Public Input
6.	Consent Agenda
6.1.	October 2018 Building Report
6.2.	September 12, 2018 Minutes of Pekin Plan Commission
6.3.	PD STATS - OCTOBER 2018 ACTION REQUESTED: Receive and File – PD Stats October 2018
6.4.	Receive and File Tazewell County Animal Control October Report
6.5.	Receive and file bids for the 18th Street Culvert Repair Project ACTION REQUESTED: Receive and file four bids that were received for the 18 th Street Culvert Repair Project opened on November 6, 2018 at 10:00 a.m.
6.6.	Receive and file bids for the Thrush Ave. Creek Erosion Repair Project ACTION REQUESTED: Receive and file three bids for the Thrush Ave. Creek Erosion Repair Project the City opened on November 6 th , 2018 at 10 a.m.
6.7.	Receive and File Bids Ironwood Creek Erosion

7. Unfinished Business	
7.1.	Resolution No. 87-17/18 A Resolution Adopting the Employee Handbook Revision 2018 of the City of Pekin ACTION REQUESTED: Adopt Resolution No. 87-17/18
8. New Business	
8.1.	ORDINANCE NO. 2807-18/19 Authorizing the Execution of the IMLRMA Minimum/Maximum Contribution Agreement ACTION REQUESTED: Approve Ordinance No. 2807-18/19 Authorizing the Execution of the IMLRMA Minimum/Maximum Contribution Agreement
8.2.	Amendment to CDBG 2015-2019 Consolidated Plan to include Demolition program ACTION REQUESTED: Recommended approval of the proposed amendment to include the project Demolition in the CDBG 2015-2019 Consolidated Plan.
8.3.	CDBG Citizen Participation Plan ACTION REQUESTED: Recommended approval of revised CDBG Citizen Participation Plan.
8.4.	Approval of Professional Services Agreement for Retail Attraction ACTION REQUESTED: Approve Resolution No. 127-18/19 approving a one year Professional Services Agreement for retail attraction services.
8.5.	Request for Special Use Authorization to Establish a Community Residence Use at 912 Broadway Street ACTION REQUESTED: Recommendation of the Pekin Plan Commission to the City of Pekin City Council to deny a request for a Special Use Authorization to establish a sober living, community residence use at 912 Broadway Road.
8.6.	Request for Special Use Authorization for Open Front Storage at 2909 Court Street ACTION REQUESTED: Recommendation of the Pekin Plan Commission to the City of Pekin City Council to approve a request for a Special Use for the front yard storage of U-Haul rental trucks and trailers at 2909 Court Street.
8.7.	Request for Special Use Authorization for Construction of a Solar Farm on Koch Street ACTION REQUESTED: Recommendation of the Pekin Plan Commission to the City of Pekin City Council to approve a request for a Special Use Authorization to construct and operate a solar farm use in the I-1, Industrial District on a vacant parcel of land

	located on Koch Street.
8.8.	Intergovernmental Agreement with Tazewell County Recycling Grant 2019 ACTION REQUESTED: Approve the agreement to receive grant funds in the amount of \$70,010.00 for recycling collection program.
8.9.	2019 Pekin Municipal Airport Farm Lease ACTION REQUESTED: To approve the farm lease with Mark Weyhrich for one year in the amount of \$145 per acre for a total value of \$17,719.00
8.10.	Resolution 126-18/19 recommendation by City Council Sub Committee on Storm Water for projects and engineering ACTION REQUESTED: To approve Resolution 126-18/19 recommendation by the City Council Sub Committee on Storm Water for the allocation of \$250,000 of the impound fees in the Capital Fund, to award three construction project bids, and four engineering task orders.
8.11.	City Manager Employment Agreement ACTION REQUESTED: Approve the Agreement
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 TUESDAY NOVEMBER 13, 2018 AT 5:30 O'CLOCK P.M.
 JOHN MCCABE * CHAIR * PRESIDING

All Council Members were present. A quorum was declared by Mayor McCabe.

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

EXECUTIVE SESSION 5 ILCS 120/2

2.1. Motion to: Motion to move to Emergency Executive Session

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

PLEDGE OF ALLEGIANCE

Mayor McCabe led the Pledge of Allegiance and a moment of silence was offered for the passing of former Police Officer Bob Burress and his family.

APPROVE AGENDA

4.1. Motion to: Motion to Approve Agenda

Motion was made to approve the agenda by Council Member Schramm and seconded by Council Member Ritchason.

4.2. Motion to: Motion to Amend Consent Agenda

Motion was made to remove item 6.1 from the Consent Agenda, Ordinance No. 2806-18/19 Approving and Authorizing the Execution of a First Amendment to the Tax Increment Financing (TIF) District Redevelopment Agreement by and between the City of Pekin and Maquet, Inc. and SPWT, LLC and OLLIEC, LLC.

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

4.3. Motion to: Motion to Approve Agenda as Amended

Minutes Acceptance: Minutes of Nov 13, 2018 5:30 PM (Approval of Minutes)

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

APPROVAL OF MINUTES

5.1. City Council - Regular Meeting - Oct 22, 2018 5:30 PM

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

PUBLIC INPUT

Dave Nutter spoke regarding agenda item 8.8. He questioned whether Placemakers, LLC's home was in Albuquerque, New Mexico and why there were no competitive bids. He also presented questions to Council regarding the terms of the contract as to who authorizes hours, who the contracted employee reports to, whether work is done on site or at home, etc. Mr. Nutter also raised questions regarding a non-disclosure agreement with the previous employee for GIS, why no one has been cross-trained to do the job and which expense item it will be listed under.

Rick Hilst approached the podium regarding agenda item 8.6 regarding the Independent Contractor Agreement for Economic Development. He questioned whether it was common practice to allow an outside contractor access to a city email account.

Jim Mangan addressed the Council regarding agenda items 7.1, the presentation on retail attraction and 8.6 the Independent Contractor Agreement for Economic Development Services. Mr. Mangan spoke against spending additional funds for economic development. He advised Council that the funds are better used towards Pekin problems with simple solutions.

CONSENT AGENDA

7.1. Motion to: **Motion to Approve Consent Agenda**

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

7.2. **Bids for the Schramm Sewer Repair Project**

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

COMMUNICATIONS

8.1. **Presentation on Retail Attraction by Retail Strategies**

Mark Rothert introduced the topic on retail attraction. Retail attraction is particularly important to the City of Pekin because the City relies on sales tax as one of its major revenue sources each year. However, in recent years, the City has not had a strategy dedicated to retail attraction, let alone economic

development. In order for the community to grow its tax base there needs to be a more concerted focus in this area. Last month, two firms that focus on retail/restaurant attraction were invited to present before the City's Economic Development Advisory Committee. It was learned that both generally offer similar services: to work with retailers, developers, and brokers to attract development to a community. Furthermore, the retail/restaurant attraction business is based highly on relationships that have been built up over years. These relationships ultimately bring access to key decision makers in corporations looking to expand.

Matthew Petro, Chief Development Officer with Retail Strategies presented a power point presentation to Council pertaining to retail development and improvement. Mr. Petro was recently named a rising star. The firm was created to bridge gap between what communities have and what communities need pertaining to retail development and retail recruitment. They are here to maximize trade areas, increase food and beverage tax, and provide shopping opportunities. He explained that the process begins with discovering the community. The firm tracked cell phones in shopping centers, which he presented on a heated map. The firm would identify who the consumers are in Pekin and what they are spending money on. They use a Supply v. Demand GAP Analysis (Restaurants, Clothing, Health and Personal Care, Furniture). They then determine who is a fit. They have focus zones for recruitment. Once information is together, they take data, real estate, and their goals and creates a retail strategy, which takes about 3 months. Moline renewed their contract for fifth consecutive year.

Council Member Luft asked Mr. Petro where in the timeline do you begin to see movement where people in the community start seeing things built and come in. Mr. Petro explained that the life cycle of retail expansion is typically 18-36 months sometimes less sometimes more. Many factors come in to play, in general, typically 18-36 months, up to that point we can report, some are confidential where you will see process, as far as the community, can say spoke to 5 restaurants that are looking to come. Moline it happened quicker, some communities 48.

Council Member Luft also asked if the timeline has grown with changing culture and with the internet, how difficult is it becoming to get retailers to offer, the experience outweighs the convenience. Mr. Petro explained three points. Concepts expanding that are internet resistant, for example restaurants. The second is indoor malls; they offer low or free rent to those online to brick and mortar. Amazon for example, they bought Whole Foods, now they are not only online. It is not just brick and mortar but also the clicks online. How do you mix convenience with experience, Mr. Petro asked. No one has figured it out yet. Mr. Petro read a study that we weren't purchasing online on our phones, now we are. Retailers have to change, sometimes close stores, outdated business items, some just didn't adapt. Assure you that it will always be changing. Retailers feed off other people's traffic.

Mr. Rothert explained that this is a niche field; we rely on those in the profession who has those connections to help increase our tax base and options for citizens.

Council Member Orrick commented that only certain businesses and some retailers only locate because they would be in the radius or drive time to capture the most audience.

Council Member Abel asked Mr. Petro if other communities have economic development teams.

Mr. Petro pointed out that Zion and Moline had one person, not a team. In some instances, the

firm works with City Manager and some Economic Development Directors.

Mayor McCabe asked what attraction brought him to Pekin. Mr. Petro explained that he had had a conversation two years ago with someone who no longer works with the City. He looks at the population and anchor tenants and the dynamics of the community. Pekin has a great mix. Pekin has local entrepreneurs and national tenants down the street as well as East side anchor tenants. They look at different nodes.

Council Member Luft commented that there are communities behind us and to the sides of us that we can draw in that don't want to drive to levy district.

8.2. Public Hearing for the Revised Citizen Participation Plan for HUD Community Development Block Grant (CDBG)

Public Hearing was held at 6:28 P.M. presented by HUD Administrator, Pamela Anderson. The purpose of the citizen participation plan is to maximize the opportunity for citizen participation in the Community Development Block Grant process by giving input on the types of programs and to identify the needs to prioritize projects in Pekin with the Community Block Grant. The plan will be on public review from October 15th until November 14th. The item will be brought to Council at the next meeting for recommendation.

No comments or questions by the public. Mayor McCabe closed the public hearing at 6:32 P.M.

8.3. Public Hearing on the Amendment for a Substantial Change to the 2015-2019 Consolidated Plan to Include the Demolition Program

A public hearing was held at 6:33 P.M. presented by HUD Administrator, Pamela Anderson. HUD had denied the demolition program request because we did not have a 30-day comment period. This triggered the updating of the Citizen Participation Plan and the demolition program triggered a substantial amendment. It will be open for public comment from October 15th thru November 14th. It will be brought before Council for recommended approval on November 26th. No questions or comments by the public. Mayor McCabe closed the hearing at 6:34 P.M.

NEW BUSINESS

9.1. Resolution No. 121-18/19 Intergovernmental Agreement with Pekin Library Board for Recycling Services

Interim City Manager, Mark Rothert, presented the resolution that formalizes the agreement between the Pekin Library Board and the City of Pekin that the City will pick up recycling carts at the library at a rate of \$3 per cart per month. They currently have 5 carts. The City picks up the recycling carts weekly and charges them monthly. The \$3 rate was negotiated prior to this agreement. It was estimated to cover the cost on a weekly basis.

Council Member Abel asked if we are billing our self. Mr. Rothert explained that the Library Board has a separate Federal Employer I.D. number.

Council Member Orrick asked if we had similar agreements with TC3 or the

county for any of their recycling. Mr. Rothert explained that we do not. We only pick up the library and the Park District. Council Member Orrick suggested that we could do it cheaper for them. Mr. Rothert said he would look into it.

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

9.2. Resolution No. 122-18/19 Intergovernmental Agreement with Pekin Park District for Recycling Services

Interim City Manager, Mark Rothert, presented the item. A similar intergovernmental agreement with the Park District for pickup of recycling carts on Koch Street and their maintenance facility.

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

9.3. Police Department Rifle Purchase

Police Chief John Dossey presented the item. The funds were raised by the Police Foundation. The department was approached by a local vendor that did not meet up to their standards. A group was created that had a lot of expertise in purchasing rifles. The goal is to make sure the officers are prepared for the events ongoing on a nightly basis, like school shootings and mass shootings. The officers do have rifles on the street with specialized officers pertaining to swat or tactical operations. The goal is to provide that the weapons on the street are available 24/7 365 as a preparedness standard. The committee identified the rifles out of Milan, IL and matched specifications and prices from prior rifles. This money was not budgeted but money raised by the Police Foundation. Certain laws require the purchase to be made by the person purchasing the guns and not a not for profit organization. Initially the foundation wrote a check to the city and the city paid for the initial rifles received. The money had been sitting in the general fund up to the point they made the purchase. We did cross fiscal years.

Council Member Orrick commented that he feels satisfied the police will do a great job. He thanked the Chief and his staff for doing a good job.

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

9.4. Agreement With Tazewell County Animal Control for 2019 Services

Police Chief John Dossey presented the item. He explained the costs dealing with Animal Control and that there is an obligation to seek treatment with veterinary care. Animal Control handles those situations for the City. Ticket have been written upwards of \$60,000 with around \$20,000 of collections. He explained the various stages of the collection process.

Mayor John McCabe inquired as to how much it would cost if the City did this ourselves. Chief Dossey did not know off hand but explained the costs associated.

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

9.5. Motion to: Motion to adopt Ordinance No. 2805-18/19 Amending City Code Regarding Adoption of Solar Energy Regulations

Motion was made by Council Member Garrison and seconded by Council Member Luft to adopt Ordinance No. 2805-18/19 Amending City Code Regarding Adoption of Solar Energy Regulations

Interim City Manager, Mark Rothert, introduced the item. There has been great interest and several projects have been proposed in the City of Pekin and no ordinance is on the books.

John Lebegue explained the ordinance. He explained that it synthesizes Tazewell County and Morton's ordinance. The ordinance will give standards and regulations regarding installation of these types of systems. Residential size that would require a permit and no hearing. Commercial size would require a special use and public hearing. It will also generate permit fees.

Council Member Orrick and the Council along with Mr. Lebegue discussed the kilowatts.

9.6. Motion to: Motion to Amend Ordinance No. 2805-18/19 Amending City Code Regarding Adoption of Solar Energy Regulations

Motion was made to amend I. Fees charged for building permits that the line "over 2,000 kilowatts at \$5,000 plus \$100 per 100 kilowatts".

Council Member Orrick asked about some businesses and houses having solar panels already, are they grandfathered and liability insurance? Mr. Lebegue answered that existing solar panels are grandfathered in and liability insurance is only required for large scale only.

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

9.7. 1545 : Ordinance 2805-18/19 as amended Amending City Code Regarding Adoption of Solar Energy Regulations

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

9.8. Resolution No. 125-18/19 Independent Contractor Agreement for Economic Development Services

Interim City Manager, Mark Rothert, presented the item. Mr. Rothert explained that the City has historically had an economic development person on staff, the City's current economic development efforts are not fully receiving the attention they need. To put a greater focus and emphasis on the City's economic development efforts, staff is recommending the approval of a contractual agreement to utilize the services of Mr. Matt Fick for the remainder of the fiscal year. Mr. Fick is the former administrator for the Village of Peoria Heights and

has extensive economic development experience. Such experience would be valuable in helping Pekin strengthen its economic development efforts. Under the contractual agreement, Mr. Fick will be considered an independent contractor and not a city employee with employee benefits.

Since this a short term contractual arrangement, the City can evaluate at the end of the fiscal year whether to extend the economic development services contract for another desired term.

Mayor McCabe clarified that the Pekin Chamber of Commerce is not in the business of bringing new business to Pekin. Their primary focus is on current businesses, but not recruiting.

Council Member Orrick questioned whether there was a conflict between Mr. Fick and Retail Strategies. Mr. Rothert explained that Mr. Fick will work on enterprise zone administration and other leads and would report directly to him.

Council Member Luft, Council Member Abel and Council Member Ritchason all spoke in favor of Mr. Fick.

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

9.9. Bid for Schramm Sewer Repair Project for Laverdiere Construction Inc. in the amount of \$18,500

Interim City Manager, Mark Rothert, introduction the item and City Engineer, Michael Guerra. Over the past couple of years a slow sink hole has developed due to a separation in a portion of the pipe that has settled. While this settlement has not resulted in backups in the homes or presented a danger to the traveling public, a repair is needed for the sewer. Therefore this project was included in the five year capital plan for wastewater that was presented in this year's budget. The City received four bids for this project ranging from the low bid of \$18,500 to a high bid of \$28,900. Laverdiere Construction Inc. was the low bidder. After reviewing the bids, Laverdiere's bid appears to be reasonable and responsible and is recommended to be approved.

Council Member Orrick inquired about the low bidder's home base. Mr. Guerra explained that they saw a farther reach in contractors, which drives competition. They have never done work in Pekin but surrounding areas. City employees will not be doing any work on this one. We don't have the equipment capable of performing this work safely.

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

9.10. Contract with Placemakers, LLC. for Geographic Information System (GIS) Services

A motion was made by Council Member Orrick to approve the contract with Placemakers, LLC for Geographic Information (GIS) Services. The motion died due to lack of a second.

9.11. Resolution No. 124-18/19 Support of Funding for Safe Route to School Application

Interim City Manager, Mark Rothert, presented the item. A grant application to the IDOT Safe Routes to School Grant. IDOT is requesting a resolution is submitted with the application to upfront the money for the grant project and get reimbursed after the project is complete for \$200,000 for sidewalk prepare around Jefferson Primary School and Washington Intermediate School. Questions referred to City Engineer, Mr. Guerra.

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

9.12. Resolution No. 123-18/19 Determination of Estimated 2018 Property Tax Levy

Interim City Manager, Mark Rothert, presented the item. The Illinois Truth in Taxation Act requires the governing body of a municipality to determine the amount of money estimated to be necessary to be raised by taxation. This must be done at least 20 days before the final adoption of the tax levy. The estimated amount of the proposed aggregate levy is compared with the amount of property taxes extended for the government in the prior year. If the proposed levy is greater than 105 percent of the previous year's extension, then the municipality must hold a Truth in Taxation public hearing and publish a notice of the hearing in a newspaper. The attached resolution states that the City's intention is to not exceed 105 percent of its 2017 tax extension and thus does not require a Truth in Taxation public hearing. Because there needs to be a 20 day timespan after the estimated 2018 tax levy is approved, the final adoption of the tax levy will take place at the December 10, 2018 city council meeting.

In years past the estimate has been provided by the City Manager, the act states that the Council needs to provide an estimate of that tax levy. The Council needs to estimate that it will not exceed 105%. It is the Interim City Manager's intent to talk to each Council member to gain consensus on what it will be. The Council is only setting a ceiling or cap and not go over.

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

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Jim Mangan approached the podium to remind Council to look at the bottom of the agenda and that January 14th is not far away to allow the public to vote on what type of city government the public would like.

John McNish approached the podium to discuss his home replacements with permits. When will we reduce the cost and charge less for fees the City doesn't need. Most retailers are restaurants. Fix more roads. Not once has an inspector come to his house, except for a water main replacement.

Interim City Manager, Mark Rothert, corrected his earlier statement and added that we do collect recycling at Parkview and Lick Creek. The City did a slight update to the website to

make it more user friendly.

Mayor McCabe made several announcements regarding Veteran's Day and the upcoming holidays.

Mayor McCabe addressed the Council members to remind them that the employee handbook was tabled. He sent an email to go through the handbook and bring questions to city manager or human resource director; he has not received anything.

Council Member Orrick asked the Chief of police to look at fines for animal control that do not adhere to the City ordinance. The County keeps their fines.

EXECUTIVE SESSION 5 ILCS 120/2 (C) 1 PERSONNEL

11.1. Motion to: Motion to move to Executive Session

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

ADJOURN

No further action to come before the Council, motion was made by Council Member Ritchason, seconded by Council Member Schramm that Council adjourn. Motion carried viva voce. Mayor McCabe adjourned the meeting in open session at 9:31 P.M.



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: November 16, 2018

From: John Lebegue, Building & Inspections

AGENDA ITEM: October 2018 Building Report

AGENDA DATE REQUESTED: November 26, 2018

REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

Cash Receipts

Receipt Listing by GL

User: beps
Printed: 11/05/2018 - 12:47 PM

(Reported Building 8102 Jeqtocto : 8551) Jtoded Building 8102 Jeqtocto : Jntent Attachment



City Of Pekin
in S. Capitol
Pekin, IL 61554

Account Number	Receipt No	Void	Cust No	Name	Account Description	Receipt Date	Line Item Description	Amount
100-793-420500								
00580169		False	029252	Timothy Cundiff	Hvac License	10/1/2018	HVAC License	100.00
							Fund: 100	Total: 100.00
100-793-420800								
00585144		False	029273	Christopher Stewart	Electrical Contractors License	10/10/2018	Electrical License	100.00
							Fund: 100	Total: 100.00
100-793-425500								
					Hvac Permit			
00580218		False	000000	Keller Heating Cooling		10/1/2018	HVAC Permit	80.00
00580237		False	000000	Service, Inc		10/1/2018	HVAC Permit	40.00
00582986		False	000000	Kalman Engineering		10/5/2018	HVAC Permit	20.00
00583052		False	000000	Kitchen Mechanical		10/5/2018	HVAC Permit	40.00
00583059		False	000000	AAA Northgate		10/5/2018	HVAC Permit	20.00
00583079		True	000000	Climate Control		10/5/2018	HVAC Permit	80.00
00583088		False	000000	Climate Control		10/5/2018	HVAC Permit	80.00
00585418		False	000000	Cool Tech HVAC		10/11/2018	HVAC Permit	20.00
00585419		False	000000	Jackson's Heating and Air		10/11/2018	HVAC Permit	80.00
00585479		False	000000	Standard HVAC		10/11/2018	HVAC Permit	80.00
00585954		False	000000	Service Inc		10/16/2018	HVAC Permit	40.00
00586419		False	000000	Fritch Heating		10/19/2018	HVAC Permit	40.00
00586421		False	000000	Cordis Heating		10/19/2018	HVAC Permit	80.00
00586426		False	000000	Cordis Heating		10/19/2018	HVAC Permit	40.00
00586454		False	000000	Tazewell Plumbing		10/19/2018	HVAC Permit	50.00
00586461		False	000000	Howard Sly		10/19/2018	HVAC Permit	20.00
00586481		False	000000	Kalman Engineering		10/19/2018	HVAC Permit	40.00
00586501		False	000000	Covenant Heating		10/19/2018	HVAC Permit	40.00
00590524		False	000000	Covenant Heating		10/29/2018	HVAC Permit	100.00

CR - Cash Receipts Proof List by GL (11/05/2018 - 12:47 PM)

Account Number Receipt No	Void	Cust No	Name	Account Description	Receipt Date	Line Item Description	Amount
00590535	False	000000	Covenant Heating		10/29/2018	HVAC Permit	20.00
00590568	False	000000	AAA Northgate		10/29/2018	HVAC Permit	20.00
00590581	False	000000	McCany Heating		10/29/2018	HVAC Permit	40.00
Total:							1,070.00
100-793-426000 Electrical Permits							
00580228	False	000000	Meister Electric		10/1/2018	Electrical Permit	11,539.00
00580229	False	000000	RJ Tilden		10/1/2018	Electrical Permit	43.00
00580481	False	000000	Oberlander Electric		10/1/2018	Electrical Permit	43.00
00582815	False	000000	TN Smith		10/4/2018	Electrical Permit	43.00
00583013	False	000000	Live Wire Electric		10/5/2018	Electrical Permit	31.00
00583094	False	000000	Schwartz Electric		10/5/2018	Electrical Permit	43.00
00583109	False	000000	Trapp Electric		10/5/2018	Electrical Permit	26.00
00585404	False	000000	T.J. Lowe & Co.		10/11/2018	Electrical Permit	31.00
00585421	False	000000	Schwartz Electric		10/11/2018	Electrical Permit	43.00
00585474	True	000000	BD Sessa Electric		10/11/2018	Electrical Permit	152.00
00585477	False	000000	Sessa Electric		10/11/2018	Electrical Permit	152.00
00585478	False	000000	Atlantic Construction Comp.		10/11/2018	Electrical Permit	86.00
00585480	False	000000	Fryman Electric		10/11/2018	Electrical Permit	95.00
00586433	False	000000	Schwartz Electric		10/19/2018	Electrical Permit	43.00
00586445	False	000000	Oberlander Electric		10/19/2018	Electrical Permit	43.00
00586450	False	000000	360 Electric		10/19/2018	Electrical Permit	43.00
00586476	False	000000	Ram Electric		10/19/2018	Electrical Permit	31.00
00586484	False	000000	Fryman Electric		10/19/2018	Electrical Permit	43.00
00586487	False	000000	Trapp Electric		10/19/2018	Electrical Permit	17.00
00590496	False	000000	Joseph Raya		10/29/2018	Electrical Permit	43.00
00590553	False	000000	Morton Electrical Design		10/29/2018	Electrical Permit	31.00
00590578	False	000000	Jack Barnum		10/29/2018	Electrical Permit	26.00
Total:							12,647.00
100-793-426400 Building And Rezoning Permit							
00579968	False	000000	Jose Quezada		10/1/2018	Building Rezoning Permits	20.00
00580198	False	000000	Whistle's Tremont Roofing		10/1/2018	Building Rezoning Permits	56.00
00580205	False	000000	Benassi Roofing		10/1/2018	Building Rezoning Permits	124.00
00580212	False	000000	Jeff Lower		10/1/2018	Building Rezoning Permits	20.00
00580225	False	000000	River City Roofing		10/1/2018	Building Rezoning Permits	92.00

Account Number Receipt No	Void	Cust No	Name	Account Description	Receipt Date	Line Item Description	Amount
00580226	False	000000	Custom Surroundings		10/1/2018	Building Rezoning Permits	53.00
00580232	False	000000	AARO Excavating		10/1/2018	Curb Cut	20.00
00580254	False	000000	T & J Excavating		10/1/2018	Curb Cut	20.00
00580473	False	000000	Eric Nash		10/1/2018	Building Rezoning Permits	35.00
00580480	False	000000	Padilla Bldg & Remodeling		10/1/2018	Building Rezoning Permits	59.00
00580482	False	000000	Bernassi Roofing		10/1/2018	Building Rezoning Permits	62.00
00580484	False	000000	Above Standard Fence		10/1/2018	Building Rezoning Permits	40.00
00580496	False	000000	Force Masonary		10/1/2018	Building Rezoning Permits	59.00
00580506	False	000000	Collins Roofing		10/1/2018	Building Rezoning Permits	56.00
00582336	False	000000	Branden Skocaj		10/3/2018	Building Rezoning Permits	20.00
00582989	False	000000	Bob Plemmons		10/5/2018	Building Rezoning Permits	40.00
00583025	False	000000	Robert Rigney		10/5/2018	Building Rezoning Permits	20.00
00583034	False	000000	Kevin Busby		10/5/2018	Building Rezoning Permits	24.00
00583065	False	000000	Uhaul Company		10/5/2018	Building Rezoning Permits	100.00
00583089	False	000000	Professional Real Estate Buyer		10/5/2018	Building Rezoning Permits	212.00
00583101	False	000000	Morgan Construction		10/5/2018	Building Rezoning Permits	94.00
00583104	False	000000	Fastsigns of Peoria		10/5/2018	Building Rezoning Permits	184.00
00583110	False	000000	Jim Lowe		10/5/2018	Building Rezoning Permits	131.00
00583112	False	000000	Whistle's Tremont Roofing		10/8/2018	Building Rezoning Permits	20.00
00584391	False	000000	Danell Calkin		10/11/2018	Building Rezoning Permits	65.00
00585403	False	000000	Global Construction		10/11/2018	Building Rezoning Permits	59.00
00585422	False	000000	Kruse Builders		10/11/2018	Building Rezoning Permits	35.00
00585482	False	000000	Joyce Davis		10/11/2018	Building Rezoning Permits	20.00
00585484	False	000000	Pro-Care		10/11/2018	Building Rezoning Permits	20.00
00585485	False	000000	Jim Davis		10/11/2018	Building Rezoning Permits	50.00
00585486	False	000000	Kelley Construction		10/11/2018	Building Rezoning Permits	136.00
00585487	False	000000	Bernassi Roofing		10/11/2018	Building Rezoning Permits	40.00
00585488	False	000000	Bernassi Roofing		10/12/2018	Building Rezoning Permits	530.00
00585526	False	000000	Amarda Molleck		10/16/2018	Building Rezoning Permits	20.00
00585930	False	000000	Midwest Facilities & Construct		10/16/2018	Building Rezoning Permits	20.00
00586020	False	006089	Terry Hodges		10/18/2018	Curb Cut	20.00
00586258	False	000000	Ray Dennison Chev, Inc.		10/19/2018	Building Rezoning Permits	20.00
00586429	False	000000	Angela Wilson		10/19/2018	Building Rezoning Permits	35.00
00586442	False	000000	David Allen		10/19/2018	Building Rezoning Permits	20.00
00586449	False	000000	Pamela Oesch		10/19/2018	Building Rezoning Permits	20.00

CR - Cash Receipts Proof List by GL (11/05/2018 - 12:47 PM)

Account Number Receipt No	Void	Cust No	Name	Account Description	Receipt Date	Line Item Description	Amount
00586451	False	000000	Bard O'Grady		10/19/2018	Building Rezoning Permits	35.00
00586453	False	000000	Theinert Construction		10/19/2018	Curb Cut	20.00
00586456	False	000000	Terina Peters		10/19/2018	Building Rezoning Permits	35.00
00586457	False	000000	Marion Allen		10/19/2018	Building Rezoning Permits	40.00
00586463	False	000000	Tonja Ohnemus		10/19/2018	Curb Cut	20.00
00586468	False	000000	Sharon Bush		10/19/2018	Fence Permit	20.00
00586471	False	000000	Amy Stahl		10/19/2018	Building Rezoning Permits	20.00
00586472	False	000000	Jim Newcomb		10/19/2018	Building Rezoning Permits	20.00
00586473	False	000000	Illini Construction		10/19/2018	Curb Cut	20.00
00586477	False	000000	Cody		10/19/2018	Building Rezoning Permits	20.00
00586485	False	000000	Home Like Ours		10/19/2018	Building Rezoning Permits	35.00
00586486	False	000000	Above Standard Fence		10/19/2018	Fence Permit	35.00
00586488	False	000000	State Permits		10/19/2018	Building Rezoning Permits	20.00
00586500	False	000000	Marigold Lodging, Inc		10/19/2018	Building Rezoning Permits	53,400.00
00587288	False	000000	TCM		10/22/2018	Building Rezoning Permits	40.00
00589643	False	000000	Steve Burling		10/29/2018	Curb Cut	40.00
00590516	False	000000	Lisa Davis		10/29/2018	Building Rezoning Permits	53.00
00590539	False	000000	Dentino Lawn Designs		10/29/2018	Building Rezoning Permits	20.00
00590556	False	000000	Nick Reece		10/29/2018	Building Rezoning Permits	40.00
00590562	False	000000	Greg Holliger		10/29/2018	Building Rezoning Permits	56.00
00590569	False	000000	J.A.B. Multi-Solutions		10/29/2018	Building Rezoning Permits	35.00
00590576	False	000000	Perfect Choice Exteriors		10/29/2018	Building Rezoning Permits	92.00
00590577	False	000000	Perfect Choice Exteriors		10/29/2018	Building Rezoning Permits	65.00
00590580	False	000000	Brad Fitzando		10/29/2018	Building Rezoning Permits	20.00
00590582	False	000000	DRA Builders		10/29/2018	Building Rezoning Permits	80.00
00591261	False	000000	Zach Larimore		10/30/2018	Building Rezoning Permits	80.00
00591790	False	000000	Charles Sadowski		10/31/2018	Building Rezoning Permits	20.00
Fund: 100							57,052.00
100-793-451200				Plumbing Permits			
00580483	False	000000	Reading & Son Plumbing		10/1/2018	Plumbing Inspections	25.00
00583039	False	000000	Maquet Plumbing		10/5/2018	Plumbing Inspections	55.00
00584387	False	000000	Tucker Plumbing		10/8/2018	Plumbing Inspections	255.00
00585420	False	000000	David Burling & Son		10/11/2018	Plumbing Inspections	55.00
00586427	False	000000	Peters Plumbing		10/19/2018	Plumbing Inspections	64.00
00586431	False	000000	Maquet Plumbing		10/19/2018	Plumbing Inspections	52.00

Account Number Receipt No	Void	Cust No	Name	Account Description	Receipt Date	Line Item Description	Amount
00586437	False	000000	Covenant Heating		10/19/2018	Plumbing Inspections	40.00
00586448	False	000000	David Burling & Son		10/19/2018	Plumbing Inspections	110.00
00586455	False	000000	Tazewell Plumbing		10/19/2018	Plumbing Inspections	40.00
00586458	False	000000	Mark Novy Plumbing		10/19/2018	Plumbing Inspections	25.00
00586466	False	000000	Tazewell Plumbing		10/19/2018	Plumbing Inspections	20.00
00586479	False	000000	Kalman Engineering		10/19/2018	Plumbing Inspections	62.00
00586483	False	000000	Illini Plumbing		10/19/2018	Plumbing Inspections	20.00
00587329	False	000000	Burling & Son		10/22/2018	Plumbing Inspections	55.00
00590492	False	000000	Dick Rich Plumbing		10/29/2018	Plumbing Inspections	25.00
00590560	False	000000	Meyer & Sons Plumbing		10/29/2018	Plumbing Inspections	44.00
100-793-499800						Fund: 100	Total:
							947.00
				Miscellaneous Receipts			
00580242	False	000000	Architectural Design Group		10/1/2018	Misc Receipts	100.00
00580250	False	000000	Greenkey Solar		10/1/2018	Misc Receipts	85.00
00580269	False	000000	Zach Larimore		10/1/2018	Misc Receipts	50.00
00580465	False	000000	Nicole Dougherty		10/1/2018	Misc Receipts	85.00
00582998	False	000000	Thompson Brothers Const.		10/5/2018	Misc Receipts	50.00
00583047	False	000000	Thompson Brothers		10/5/2018	Misc Receipts	25.00
00590499	False	000000	Lisa Davis		10/29/2018	Misc Receipts	75.00
00590554	False	000000	Ken Thomas		10/29/2018	Misc Receipts	120.00
00590557	False	000000	Architectural Design Group		10/29/2018	Misc Receipts	100.00
00590567	False	000000	Architectural Design Group		10/29/2018	Misc Receipts	100.00
00590579	False	000000	Fight the Fight		10/29/2018	Misc Receipts	85.00
						Fund: 100	Total:
							875.00

Report Totals:

72,791.00

Code Enforcement Citations by Type

Printed: 11/1/2018

Page 1 of 1

Code Descriptor	Permits required for work	Code Identifier	6
Code Descriptor	Nuisances/ Creating & maintaining	Code Identifier	5
Code Descriptor	Parking regulations front yard setback	Code Identifier	8
Code Descriptor	Illegal Business Occupancy	Code Identifier	1
Code Descriptor	Mosquito problem	Code Identifier	2
Code Descriptor	Unsafe structure	Code Identifier	1
Code Descriptor	Structure fire	Code Identifier	4
Code Descriptor	Property maintenance violation	Code Identifier	9
Code Descriptor	Rental property not registered	Code Identifier	1
Code Descriptor	Right-of-way obstructions	Code Identifier	15
Code Descriptor	No approved garbage container	Code Identifier	2
Code Descriptor	Placement of litter containers	Code Identifier	1
Code Descriptor	Tall grass and weeds	Code Identifier	4
Code Descriptor	Depositing leaves and litter into street	Code Identifier	1
Code Descriptor	Junk cars	Code Identifier	7
Code Descriptor	Junk and debris	Code Identifier	21
Code Descriptor	Off street parking	Code Identifier	4

**REQUEST FOR COUNCIL ACTION****To: Council Members****Date: November 16, 2018****From: John Lebegue, Building & Inspections****AGENDA ITEM:** September 12, 2018 Minutes of Pekin Plan Commission**AGENDA DATE REQUESTED:** November 26, 2018**REQUIRED SIGNATURES****Department Directors and City Staff:**

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

Pekin Planning Commission Meeting
 Council Chambers
 111 South Capitol Street, 2nd level
 September 12, 2018
 5:30pm

Present:

Bill Craig, Chair
 Ron Knautz
 Amy Wilson
 Tim Bonnette

James Ruth
 Daryl Dagit
 Don Hild

The regular meeting of the Pekin Planning Commission was called to order and a quorum was declared.

Staff present: John Lebegue, Building Inspections/Development Director, and Attorney Scott Kreigsman.

MOTION by Ron Knautz to approve the July 11, 2018 Agenda, Seconded by Don Hild. On roll call vote, all present voted AYE. Motion approved.

MOTION by Daryl Dagit to approve the minutes of June 13, 2018, Seconded by James Ruth. On roll call vote, all present voted AYE. Motion approved.

Council Action Reports:

Chairman Bill Craig reported that at the August 27, 2018 regular meeting of the Pekin City Council, the members of the City Council concurred with the recommendation of the Plan Commission and by a vote of 6 to 1 (Councilmen Abel voting nay), denied the petition for Special Use authorization for a home occupation to operate a dog daycare use of less than 3 animals at 1102 Chestnut Street. The City Council also concurred with the recommendation of the Plan Commission and by a unanimous vote, granted Site Plan Approval for the construction of an employee parking lot at 313 S. 6th Street.

Application #1: Review and consideration of a petition for Special Use Authorization to establish a private park use on a vacant parcel located on Black Street.

Hearing #1 (#09-1921): Consideration of a petition submitted by Alice Neville for Special Use Authorization to establish a private park use on a vacant parcel located in the B-3, General Business District at a property located on Black Street, with a Legal Description of SEC 2 T24N R5W Pekin Gardens Addn. N. 35 Feet of Lot 16 and all of Lot 17 BLK 33 SE ¼ in Tazewell County, Illinois, with the following P.I.N.# 04-10-02-409-027.

Open Public Hearing: 5:35 pm

Bill Craig, Chairman, entertained a motion for discussion.

Motion made by Ron Knautz, seconded by Don Hild, to open discussion.

Chairman Bill Craig opened the discussion and asked if there was anyone here to speak in regard to the issue.

Applicants Alice Neville and Michael Neville came forward and addressed the Plan Commission in regard to the proposed private park use. Michael Neville explained that they were proposing to take a privately owned, vacant lot and create a small private park for the several children that live in that neighborhood, and to provide a safe play environment. Mr. Neville continued by stating that the back yards of the properties on Black Street are very small and don't provide much room for kids to play and that was another reason for proposing the establishment of the private park on the vacant parcel. Mr. Neville further stated that they had entered into a lease with owner Michael Fort to utilize the vacant lot as a private park and have also obtained liability insurance coverage for the park.

Close Public Hearing: 5:37 pm.

Commissioner Don Hild asked why a Special Use Petition was being sought for the private park use.

Building Inspections / Development Director John R. Lebegue explained that currently no use category for a public or private park use exists in any of the use districts of the existing zoning code, therefore the proposed private park use is being considered a special use a, so that the Plan Commission would be able to review the proposed use for its appropriateness at the proposed location. Mr. Lebegue continued by stating that, in the future, the City Code needed to be amended to include a private and public park use category.

Commissioner Amy Wilson stated that she found the idea of establishing the private park commendable, but expressed concern as to the intensity of the park use that would be conducted on the parcel and stated that the equipment and design should meet the established safety and design standards for parks. Commissioner Wilson further stated that proper fencing should also be provided to provide the safety and security for the park.

Applicant Michael Neville stated that if they obtain Special Use approval for the private park that they would likely hold a fundraiser to raise money to pay for the proper and approved playground equipment and cost of improving the lot to meet the design requirements.

Commissioner Wilson then asked how long the term of the lease was.

Mr. Neville replied that the length of the lease was one year.

Commissioner Ron Knautz asked the applicant if they lived next door to the proposed private park.

Mr. Neville answered that, no they did not live directly next to the park, as they lived to the north of the park at 1212 Black Street.

Commissioner James Ruth then stated that he agreed that the proposed use was commendable, as the vacant lot was really not fit for a single family use.

Chairman Bill Craig then asked the applicant if the damage fencing along the north, side property line would be repaired.

Mr. Neville stated that he did not know if they would be able to make repairs to the fence as at this point they did not know who owns the fence, but would attempt to determine who owns the fence and make the necessary repairs.

Commissioner Amy Wilson stated that she thought that the small, private park use was a great use for the vacant lot, but felt that the Plan Commission should set some type of parameters for the private park use.

Commissioner Daryl Dagit asked the applicant if they had contacted the Pekin Park District in regard to the private park.

Applicant, Alice Neville replied that she had contacted the Pekin Park District and received information as to liability insurance requirements and standards for playground equipment.

Chairman Bill Craig called the question on the request for Special Use Authorization to establish a private park use on a vacant parcel located in the B-3, General Business District at a property located on Black Street. On a roll call vote, all present voted Aye. Motion passed.
No public input.

Chairman Bill Craig then explained to the other Commissioners about some information that he received in regard to taking public testimony and rebuttal testimony at public hearings. Chairman Craig also inquired as to why the construction of the new commercial building at 425 Ann Eliza was not brought to the Plan Commission for review, as he felt that all commercial developments should be brought to the Plan Commission for Site Plan Review even if the development is in compliance with zoning regulations.

Commissioner Amy Wilson stated that she agreed with the opinion of Chairman Craig and added that the City needed more regulations governing the design and construction of commercial buildings and that the current ordinances needed to be changed to add accomplish this.

Motion made by Ron Knautz, seconded by James Ruth to adjourn. On roll call vote, all present voted Aye. Motion approved. Meeting adjourned at 6:07 pm.

Respectfully submitted:

John R. Lebegue, Building Inspections / Development Director



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: November 16, 2018

From: John Dossey, Police Chief

AGENDA ITEM: PD Stats - October 2018

AGENDA DATE REQUESTED: November 26, 2018

ACTION REQUESTED: Receive and File – PD Stats October 2018

DESCRIPTION: PD Stats – October 2018

FINANCIAL IMPACT:

NEIGHBORHOOD CONCERNS:

IMPACT IF APPROVED:

IMPACT IF DENIED:

ALTERNATIVES:

RELATED TO EFFICIENCY STUDY:

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

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

REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

PEKIN POLICE DEPARTMENT

Oct-18

END OF MONTH REPORT

TICKETS	OCT 2017
Traffic Tickets	255
Warning Tickets	24
Offenses	450
Arrests	281
Parking Tickets	57
Stops	236
Impounds	47

SEPT 2018
159
83
450
331
55/8w
205
20

OCT 2018
190
113
351
283
49/3w
235
25

SEPT/ OCT + /-
31
-30
-99
-48
-6
30
5

MUNICIPAL ORDINANCE TICKETS		
Tickets Written	67	
Tickets Paid OTC	27	
Fines Collected	\$ 5,400.00	

IMPOUNDS		
Impounds	24	
Imounds Paid	14	
Fines Collected	\$ 8,000.00	

PARKING TICKETS		
Tickets Written	49	
Tickets Paid	24	
Fines Collected	\$ 2,245.00	

ANIMAL CONTROL		
Tickets Written	28	
Tickets Paid	5	
Fines Collected	\$ 920.00	

Attachment: PD STATS - OCTOBER 2018 (1555 : PD Stats - October 2018)

**REQUEST FOR COUNCIL ACTION****To: Council Members****Date: November 21, 2018****From: Sue McMillan, City Clerk****Sue McMillan, City Clerk****AGENDA ITEM:** Tazewell County Animal Control**AGENDA DATE REQUESTED:** November 26, 2018**REQUIRED SIGNATURES****Department Directors and City Staff:**

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

Tazewell County Animal Control

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

**OCTOBER 2018 INVOICE**

Balance Due \$3753.83

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

Our records show the following charges are unpaid.

<u>Date</u>	<u>Description</u>	<u>Charge Amount</u>	<u>Unpaid balance</u>
11-01-2018	Pekin Contract Fee	\$3,753.83	\$3,753.83
As of 11-01-2018, there is a balance due of			\$3,753.83

FOR SERVICES PROVIDED 10/1/2018 - 10/31/2018

Attachment: ANIMAL CONTROL OCTOBER 2018 (1573 : Tazewell County Animal Control)

Tazewell County Animal Control

Record count on this entire report: 174

Run Date: 11-01-2018 10:10:32 AM by Ryan Sanders

FAX: (309) 925- 3633

Case Intake Register 10-01-2018 to 10-31-2018Group By Municipality
Order By Municipality
Page Number: 12 of 20

Municipality: PEKIN

Case ID	Intake Date	Reason and Transport	ACO	Owner at Intake	Animal	Officer Call
10-09-2018 7	10-09-2018	Owner Surrender/Owner Turn-in Pickup location: Not specified or see notes		Aimee Shanline	#54278/F/Cat/Dmh Mia/Small/Adult/Black/White	
10-04-2018 5	10-04-2018	Stray/Citizen Turn-in Pickup location: Not specified or see notes		Rochelle Garver	#79918/F/Dog/Husky Emma/Large/Adult/Brown	
10-29-2018 5	10-29-2018	Stray/Aco Pickup Pickup location: 111 S Capitol, Pekin, IL 61554	Homerin, Charlena	Charlie And...	#90682/M/Dog/Miniature Pinscher Apollo/Small/Adult/Black/Tan	4784
10-11-2018 3	10-11-2018	Stray/Aco Pickup Pickup location: 1014 Jefferson St, Pekin, IL 61554	Lohnes, Pam	Brandon Moore	#134635/F/Dog/Labrador Retriever Lily/Large/Adult/Chocolate	4682
10-24-2018 13	10-24-2018	Euthanasia Request/Owner Turn-in Pickup location: Not specified or see notes		Duane Hays	#141687/M/Dog/Gsd Duke/Large/Adult/Black/Tan	
10-23-2018 1	10-23-2018	Stray/Aco Pickup Pickup location: 1201 Meyer, Pekin, IL 61554	Lohnes, Pam		#141687/M/Dog/Gsd Duke/Large/Adult/Black/Tan	4747
10-13-2018 1	10-13-2018	Stray/Aco Pickup Pickup location: 401 Margaret St, Pekin, IL 61554	Kautz, Chad	Sarah Engelhaupt	#141764/F/Dog/Pit Bull Kikiat/Medium/Adult/Black/White	4696
10-11-2018 1	10-11-2018	Stray/Aco Pickup Pickup location: 1604 Deppert, Pekin, IL 61554	Harms, Jaymee	Dennis Bengert	#142623/M/Dog/Gsd Jax/Large/Adult/Tan	4680
10-01-2018 3	10-01-2018	Stray/Aco Pickup Pickup location: 2205 Court St, Pekin, IL 61554	Harms, Jaymee	Courtney Chapman	#144165/F/Dog/Cockapoo Janey/Medium/Adult/Chocolate	4625
10-09-2018 8	10-09-2018	Stray/Aco Pickup Pickup location: 101 Roberts, Pekin, IL 61554	Lohnes, Pam	Cody Fogg	#122758/M/Dog/Labrador Retriever Sebastian/Large/Adult/Black/White	4673
10-11-2018 2	10-11-2018	Stray/Aco Pickup Pickup location: 111 S Capitol, Pekin, IL 61554	Lohnes, Pam	Michael Mibbs	#151667/M/Dog/Basset Hound Dank/Medium/Adult/Brown/White	4681
10-08-2018 1	10-08-2018	Owner Surrender/Owner Turn-in Pickup location: Not specified or see notes		Sandy Starnes	#161920/M/Dog/Labrador Retriever Blake/Large/Adult/Black/White	
10-21-2018 2	10-21-2018	Stray/Aco Pickup Pickup location: 1231 S Capitol St, Pekin, IL 61554	Lohnes, Pam	Paula Dudley	#163076/M/Dog/Labrador Retriever Koda/Large/Adult/Blonde	4735
10-12-2018 1	10-12-2018	Owner Surrender/Owner Turn-in Pickup location: Not specified or see notes		Lori Martin	#165637/M/Cat/Dih Pretty Boy/Medium/Adult/Black	
10-02-2018 3	10-02-2018	Stray/Aco Pickup Pickup location: 1312 S 8th, Pekin, IL 61554	Harms, Jaymee		#167688/U/Cat/Dih Small/Adult/Tabby	4634
10-04-2018 6	10-04-2018	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#167785/F/Cat/Dsh Sophie/Medium/Kitten/Calico/Tabby	
10-05-2018 2	10-05-2018	Stray/Aco Pickup Pickup location: 100 Taps Lane, Pekin, IL 00000	Harms, Jaymee		#167841/F/Dog/Rat Terrier Isabella/Small/Adult/White/Red	4655
10-05-2018 3	10-05-2018	Owner Surrender/Owner Turn-in Pickup location: Not specified or see notes		Ted Orourke	#167842/M/Dog/Pit Bull Kobe/Large/Puppy/Red	

Records on this page: 18

Printed using Shelter Pro

Tazewell County Animal Control

Record count on this entire report: 174

Run Date: 11-01-2018 10:10:32 AM by Ryan Sanders

FAX: (309) 925- 3633

Case Intake Register 10-01-2018 to 10-31-2018Group By Municipality
Order By Municipality
Page Number: 13 of 20

Municipality: PEKIN

Case ID	Intake Date	Reason and Transport	ACO	Owner at Intake	Animal	Officer Call
10-10-2018 1	10-10-2018	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#167930/F/Cat/Dsh Feral/Small/Kitten/Tortoise Shell	
10-10-2018 2	10-10-2018	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#167931/U/Cat/Dsh Feral/Small/Kitten/Black/White	
10-10-2018 4	10-10-2018	Quarantine/Aco Pickup Pickup location: 2703 Pine, Apt 8, Pekin, IL 61554	Harns, Jaymee	Theresa Butts	#167947/U/Cat/Dsh Milo/Small/Kitten/Gray/Tabby	4676
10-10-2018 8	10-10-2018	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#167987/U/Cat/Dsh Small/Kitten/Black/White	
10-16-2018 1	10-16-2018	Stray/Aco Pickup Pickup location: 1921 Primrose, Pekin, IL 61554	Lohnes, Pam	Veronica Orozco	#168119/M/Dog/Labrador Retriever Cody/Large/Adult/Black/Gray	4705
10-16-2018 6	10-16-2018	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#168192/M/Cat/Dsh Medium/Adult/Orange/White	
10-17-2018 2	10-17-2018	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#168204/U/Cat/Dlh Small/Kitten/Black	
10-17-2018 6	10-17-2018	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#168208/M/Cat/Dlh Small/Kitten/Gray	
10-18-2018 3	10-18-2018	Stray/Citizen Turn-in Pickup location: Not specified or see notes		Carly Burkardt	#168246/M/Dog/Beagle Copper/Small/Senior/Tri	
10-18-2018 7	10-18-2018	Stray/Aco Pickup Pickup location: 850 Brinkman Drive, Pekin, IL 61554	Lohnes, Pam		#168276/U/Cat/Dlh Small/Adult/White	4722
10-22-2018 4	10-22-2018	Stray/Aco Pickup Pickup location: 1118 Shire Avenue, A, Pekin, IL 61554	Lohnes, Pam		#168321/U/Cat/Dsh Small/Kitten/Black	4740
10-22-2018 6	10-22-2018	Stray/Aco Pickup Pickup location: 1118 Shire Avenue, A, Pekin, IL 61554	Lohnes, Pam		#168323/U/Cat/Dsh Small/Kitten/Black	4740
10-22-2018 11	10-22-2018	Stray/Aco Pickup Pickup location: 100 Taps Lane, Pekin, IL 61554	Lohnes, Pam		#168346/F/Cat/Dsh Small/Adult/Black	4744
10-25-2018 2	10-25-2018	Stray/Aco Pickup Pickup location: 2207 Broadway, Pekin, IL 61554	Lohnes, Pam		#168450/M/Cat/Dsh Small/Senior/Tabby	4763
10-26-2018 8	10-26-2018	Stray/Aco Pickup Pickup location: 1014 S Capitol St, Pekin, IL 61554	Homerin, Charlena		#168519/M/Smallfurry/Guinea Pig Medium/Adult/Tri	4773
10-31-2018 2	10-31-2018	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#168621/F/Cat/Dsh Medium/Adult/Tortoise Shell	
10-31-2018 4	10-31-2018	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#168623/U/Cat/Dmh Medium/Adult/Brown/Black	
10-01-2018 5	10-01-2018	Stray/Aco Pickup Pickup location: 111 S Capitol, Pekin, IL 61554	Homerin, Charlena	David Tisdale	#159526/M/Dog/Pit Bull Harley/Small/Puppy/Black/White	4629

Records on this page: 18

Printed using Shelter Pro

Case Intake Register 10-01-2018 to 10-31-2018

Group By Municipality
Order By Municipality
Page Number: 14 of 20

Tazewell County Animal Control

Record count on this entire report: 174
Run Date: 11-01-2018 10:10:32 AM by Ryan Sanders
FAX: (309) 925- 3633

Municipality:		PEKIN				
Case ID	Intake Date	Reason and Transport	ACO	Owner at Intake	Animal	Officer Call
10-31-2018 12	10-31-2018	Stray/Aco Pickup Pickup location: 106 Washington St, Pekin, IL 61554	Lohnes, Pam		#168665/U/Cat/Dsh Small/Adult/Buf/White	4793
10-12-2018 8	10-12-2018	Stray/Aco Pickup Pickup location: 111 S Capitol, Pekin, IL 61554	Lohnes, Pam	Jeremy Tibbs	#167636/M/Dog/Shepherd Hunter/Large/Puppy/Black	4694
10-02-2018 1	10-02-2018	Stray/Aco Pickup Pickup location: 1500 S 2nd St, Pekin, IL 61554	Harms, Jaymee	Cortney Ball	#167686/M/Dog/Hound Todd/Large/Adult/Brindle/White	4635
10-02-2018 2	10-02-2018	Stray/Aco Pickup Pickup location: 1500 S 2nd St, Pekin, IL 61554	Harms, Jaymee	Cortney Ball	#167687/M/Dog/Pit Bull Bagheera/Large/Adult/Black	4635
10-04-2018 7	10-04-2018	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#167786/F/Cat/Dsh Medium/Kitten/Black	
10-05-2018 4	10-05-2018	Stray/Aco Pickup Pickup location: 100 Taps Lane, Pekin, IL 00000	Harms, Jaymee		#167843/M/Dog/Shepherd Gene/Large/Adult/Black/Tan	4655
10-06-2018 1	10-06-2018	Stray/Aco Pickup Pickup location: 111 S Capitol, Pekin, IL 61554	Harms, Jaymee		#167845/M/Dog/Coonhound Amos/Large/Adult/Tri	4657
10-09-2018 1	10-09-2018	Owner Surrender/Aco Pickup Pickup location: 1100 Summer, Pekin, IL 61554	Harms, Jaymee		#167887/M/Dog/Pit Bull Maliki/Large/Senior/Brown	4670
10-09-2018 4	10-09-2018	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#167892/U/Cat/Dsh Feral/Medium/Kitten/Black	
10-09-2018 5	10-09-2018	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#167893/F/Cat/Dmh Feral/Medium/Adult/Calico	
10-10-2018 3	10-10-2018	Stray/Aco Pickup Pickup location: 1118 Shire Avenue, Apt A, Pekin, IL 61554	Harms, Jaymee		#167932/M/Cat/Dsh Lt. Dan/Small/Kitten/Gray/White	4674
10-10-2018 7	10-10-2018	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#167986/U/Cat/Dsh Small/Kitten/Black/White	
10-10-2018 9	10-10-2018	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#167988/U/Cat/Dsh Small/Kitten/Black/White	
10-10-2018 10	10-10-2018	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#167989/U/Cat/Dsh Small/Kitten/Gray/White	
10-15-2018 3	10-15-2018	Wildlife/Aco Pickup Pickup location: 1413 S 11th St, Pekin, IL 61554	Lohnes, Pam		#168103/U/Other/Opossum Small/Adult/Gray	4703
10-17-2018 3	10-17-2018	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#168205/U/Cat/Dlh Small/Kitten/Black	
10-17-2018 4	10-17-2018	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#168206/U/Cat/Dlh Small/Kitten/Black	
10-17-2018 5	10-17-2018	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#168207/U/Cat/Dlh Small/Kitten/Black	

Records on this page: 18

Printed using Shelter Pro

Tazewell County Animal Control

Record count on this entire report: 174
 Run Date: 11-01-2018 10:10:32 AM by Ryan Sanders
 FAX: (309) 925-3633

Case Intake Register 10-01-2018 to 10-31-2018

Group By Municipality
 Order By Municipality
 Page Number: 15 of 20

Municipality:		PEKIN											
Case ID	Intake Date	Reason and Transport	ACO	Owner at intake	Animal	Officer Call							
10-19-2018 4	10-19-2018	Wildlife/Aco Pickup Pickup location: 1001 Sheridan Road, Pekin, IL 61554	Lohnes, Pam		#168293/U/Other/Bat Bite 767/Small/Adult/Black/Brown	4726							
10-22-2018 1	10-22-2018	Stray/Aco Pickup Pickup location: 1118 Shire Avenue, A, Pekin, IL 61554	Lohnes, Pam		#168318/F/Cat/Dsh Small/Adult/Black/White	4740							
10-22-2018 2	10-22-2018	Stray/Aco Pickup Pickup location: 1118 Shire Avenue, A, Pekin, IL 61554	Lohnes, Pam		#168319/U/Cat/Dsh Small/Kitten/Black	4740							
10-22-2018 3	10-22-2018	Stray/Aco Pickup Pickup location: 1118 Shire Avenue, A, Pekin, IL 61554	Lohnes, Pam		#168320/U/Cat/Dsh Small/Kitten/Black	4740							
10-22-2018 5	10-22-2018	Stray/Aco Pickup Pickup location: 1118 Shire Avenue, A, Pekin, IL 61554	Lohnes, Pam		#168322/U/Cat/Dsh Small/Kitten/Gray	4740							
10-22-2018 7	10-22-2018	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#168325/M/Cat/Dsh Medium/Adult/Orange								
10-24-2018 14	10-24-2018	Stray/Aco Pickup Pickup location: 8th And Charlotte, Pekin, IL 61554	Harms, Jaymee		#168437/F/Cat/Dsh Medium/Adult/Calico	4758							
10-25-2018 4	10-25-2018	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#168469/U/Cat/Dmh Ferral/Medium/Adult/Black								
10-26-2018 1	10-26-2018	Stray/Aco Pickup Pickup location: 1801 Holiday Drive, Pekin, IL 61554	Lohnes, Pam		#168508/U/Cat/Dlh Ferral/Small/Adult/Gray	4769							
10-26-2018 9	10-26-2018	Stray/Aco Pickup Pickup location: 1014 S Capitol St, Pekin, IL 61554	Homerin, Charlena		#168520/M/Smalfurry/Guinea Pig Medium/Adult/White/Black	4773							
10-28-2018 1	10-28-2018	Stray/Aco Pickup Pickup location: 1418 Bellaire Avenue, Pekin, IL 61554	Kautz, Chad	Mike And Wendy...	#168522/F/Dog/Labrador Retriever Annie/Medium/Adult/White	4777							
10-31-2018 1	10-31-2018	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#168620/F/Cat/Dsh Medium/Adult/Tortoise Shell								
10-31-2018 6	10-31-2018	Stray/Aco Pickup Pickup location: 106 Washington St, Pekin, IL 61554	Lohnes, Pam		#168641/U/Cat/Dsh Small/Adult/Orange/White	4793							
End of Group	Group count:		67										

Records on this page: 13

Printed using Shelter Pro



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: November 20, 2018

From: Michael Guerra, City Engineer

AGENDA ITEM: 18th Street Bids

AGENDA DATE REQUESTED: November 26, 2018

ACTION REQUESTED: Receive and file four bids that were received for the 18th Street Culvert Repair Project opened on November 6, 2018 at 10:00 a.m.

DESCRIPTION: Bids were received from Otto Baum, ICCI, Laverdiere Construction, and Proshot Concrete Inc.

FINANCIAL IMPACT:

NEIGHBORHOOD CONCERNS:

IMPACT IF APPROVED:

IMPACT IF DENIED:

ALTERNATIVES:

RELATED TO EFFICIENCY STUDY:

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

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

REQUIRED SIGNATURES**Department Directors and City Staff:**

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

RETURN WITH BID


**Local Public Agency
Formal Contract
Proposal**

PROPOSAL SUBMITTED BY		
Otto Baum Co., Inc.		
Contractor's Name		
866 N. Main St.		
Street		P.O. Box
Morton	IL	61550
City	State	Zip Code

STATE OF ILLINOIS

COUNTY OF Tazewell

(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE NO. 18th St. Culvert Repair Project

SECTION NO. _____

TYPES OF FUNDS Local☒ SPECIFICATIONS (required)☒ PLANS (required)**For Municipal Projects**

Submitted/Approved/Passed

☐ Mayor
 ☐ President of Board of Trustees
 ☒ Municipal Official

Date

Attachment: OTTO BAUM COMPANY INC (1568 : 18th Street Bids)

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

RETURN WITH BID

NOTICE TO BIDDERS

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route 18th St. Culvert Repair

Sealed proposals for the improvement described below will be received at the office of City of Pekin City Clerk,
111 S. Capitol St. until 10:00 AM on November 6, 2018
 Address Time Date

Sealed proposals will be opened and read publicly at the office of the City of Pekin City Clerk
111 S. Capitol St. at 10:00 AM on November 6, 2018
 Address Time Date

DESCRIPTION OF WORK

Name 18th Street Culvert Repair Project Length: _____ feet (_____ miles)
 Location City of Pekin
 Proposed Improvement Re-line 72 inch diameter, 70 feet long corrugated metal pipe culvert, pour concrete headwall at end of pipe, and all related work.

1. Plans and proposal forms will be available in the office of City Clerk, City Hall
111 S. Capitol Street Pekin, IL 61554
 Address
2. ☐ Prequalification
 If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.
3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.
4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
 - a. BLR 12200: Local Public Agency Formal Contract Proposal
 - b. BLR 12200a Schedule of Prices
 - c. BLR 12230: Proposal Bid Bond (if applicable)
 - d. ~~BLR 12325: Apprenticeship or Training Program Certification (do not use for federally funded projects)~~
 - e. ~~BLR 12326: Affidavit of Illinois Business Office~~
5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

RETURN WITH BID

PROPOSAL

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route 18th St. Culvert Repair

1. Proposal of 18th Street Culvert Repair Project

for the improvement of the above section by the construction of Re-line 72 inch diameter, 70 feet long
corrugated metal pipe culvert, pour concrete headwall at end of pipe, and all related work.

a total distance of _____ feet, of which a distance of _____ feet, (_____ miles) are to be improved.

2. The plans for the proposed work are those prepared by City of Pekin
 and approved by the Department of Transportation on _____
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as
 "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special
 Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check
 Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within _____ working days or by January 31, 2018
 unless additional time is granted in accordance with the specifications.
6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and
 Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this
 proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the
 specifications, made payable to:

City of Pekin Treasurer of _____
 The amount of the check is _____ Bid Bond (_____).

7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to
 the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check
 is placed in another proposal, it will be found in the proposal for: Section Number _____.
8. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount
 of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this
 proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed
 that the Bid Bond or check shall be forfeited to the Awarding Authority.
9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the
 product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will
 be divided by the quantity in order to establish a unit price.
10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this
 contract.
12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on
 BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid
 specified in the Schedule for Multiple Bids below.

Attachment: OTTO BAUM COMPANY INC (1568 : 18th Street Bids)



OTTO BAUM COMPANY, INC.

C O N T R A C T O R S

MASONRY ■ CONCRETE ■ EARTHWORK ■ SITE/CIVIL ■ RESTORATIO

6.5.b

www.ottobaum.com

309-266-7114 ■ Fax 309-263-105

866 N. Main St. ■ P.O. Box 161 ■ Morton, IL 61555

Contact: Adam Watson, 309-266-7114

Job Name: 18th Street Culvert Repair

Addendum 1 acknowledged

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	Re-line Pipe Culvert	70.00	FOOT	623.41	43,638.70
20	Concrete Structures	4.30	CUYD	2,794.71	12,017.25
30	Epoxy Coated Reinforcement	434.00	LBS	3.09	1,341.06
40	Mobilization	1.00	LSUM	8,269.87	8,269.87
GRAND TOTAL					\$65,266.88

Attachment: OTTO BAUM COMPANY INC (1568 : 18th Street Bids)

RETURN WITH BID



SCHEDULE OF PRICES

County Tazewell
 Local Public Agency City of Pekin
 Section _____
 Route 18th St. Culvert Repair

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Bidder's Proposal for making Entire Improvements

Item No.	Items	Unit	Quantity	Unit Price	Total
1	Re-line Pipe Culvert	Foot	70		
2	Concrete Structures	Cu. Yd.	4.3		
3	Epoxy Coated Reinforcement	Pounds	434		
4	Mobilization	L. Sum	1		
				TOTAL OF QUOTE	
1A	72-inch Dia. CMP Culvert	Foot	70		
2	Concrete Structures	Cu. Yd.	4.3		
3	Epoxy Coated Reinforcement	Pounds	434		
4	Mobilization	L. Sum	1		
				TOTAL OF ALTERNATE QUOTE	

Attachment: OTTO BAUM COMPANY INC (1568 : 18th Street Bids)

RETURN WITH BID

CONTRACTOR CERTIFICATIONS

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route 18th St. Culvert Repair

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.
3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative Code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be cancelled.

Attachment: OTTO BAUM COMPANY INC (1568 : 18th Street Bids)

RETURN WITH BID

SIGNATURES

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route 18th St. Culvert Repair

(If an individual)

Signature of Bidder Not applicable

Business Address _____

(If a partnership)

Firm Name Not applicable

Signed By _____

Business Address _____

Inset Names and Addressed of All Partners



(If a corporation)

Corporate Name Otto Baum Co., Inc.

Signed By _____

President

Business Address 866 N. Main St., Morton IL 61550

Insert Names of Officers

President Terry BaumSecretary Jedd RockeTreasurer Scott Wallace

Attest: _____

Secretary

Attachment: OTTO BAUM COMPANY INC (1568 : 18th Street Bids)



Local Agency Proposal Bid Bond

RETURN WITH BID

Route 18th St. Culvert Repair
 County Tazewell
 Local Agency City of Pekin
 Section _____

PAPER BID BOND

WE _____ as PRINCIPAL,
 and _____ as SURETY,

are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____

Principal

 (Company Name)

 (Company Name)

By: _____ By: _____
 (Signature and Title) (Signature and Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Surety

 (Name of Surety)

By: _____
 (Signature of Attorney-in-Fact)

STATE OF ILLINOIS,

COUNTY OF _____

I, _____, a Notary Public in and for said county,
 do hereby certify that _____

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____

My commission expires _____
 (Notary Public)

ELECTRONIC BID BOND

☐ **Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)**

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

 Electronic Bid Bond ID Code

 (Company/Bidder Name)

 (Signature and Title)

 Date



City of Pekin

Department of Public Works

Addendum #1

CITY OF PEKIN, IL 18th STREET CULVERT REPAIR PROJECT

Per this addendum the following changes to the specifications shall be made:

1. Remove prevailing wage rates due to state update. Replace with attached corrected prevailing wage rates.
2. All work shall be completed by January 31, 2019, not January 31, 2018.

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

Acknowledged by : Kira Swanson

Date: 11-1-18

Attachment: OTTO BAUM COMPANY INC (1568 : 18th Street Bids)



Local Agency Proposal Bid Bond

RETURN WITH BID

Route 18th St. Culvert Repair
 County Tazewell
 Local Agency City of Pekin
 Section _____

PAPER BID BOND

WE Otto Baum Company, Inc., 866 N. Main St., Morton, IL 61550 as PRINCIPAL,
 and Travelers Casualty and Surety Company of America as SURETY,

are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 6th day of November, 2018

Otto Baum Company, Inc.

By: Terry L. Baum

(If PRINCIPAL is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

(Company Name) _____ (Signature and Title) _____

Principal

By: _____

(Company Name)

(Signature and Title)

Surety

By: Sue Dietrich

(Signature of Attorney-in-Fact)

(Signature of Attorney-in-Fact)

Travelers Casualty and Surety Company of America
 (Name of Surety)

STATE OF ILLINOIS,

COUNTY OF Tazewell

I, Sue Dietrich, a Notary Public in and for said county,
 do hereby certify that Terry L. Baum & Sue Dietrich

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6th day of November, 2018

My commission expires _____

OFFICIAL SEAL
 ANDREA K. CLARK
 NOTARY PUBLIC, STATE OF ILLINOIS
 My Commission Expires 11/2021

Andrea K. Clark
 (Notary Public)

☐ Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Electronic Bid Bond ID Code _____

(Company/Bidder Name)

(Signature and Title)

Date

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

TRAVELERS

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Sue Dietrich, of Morton, Illinois**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

On this the 3rd day of February, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetraault, Notary Public

Marie C. Tetraault

By:

Robert L. Raney, Senior Vice President

Robert L. Raney

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Executive Vice President, any Senior Vice President, any Assistant Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Assistant Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary, and (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 6th

day of November

2018



Kevin E. Hughes, Assistant Secretary

Kevin E. Hughes

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880. Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.



City of Pekin

Department of Public Works

Addendum #1

CITY OF PEKIN, IL 18th STREET CULVERT REPAIR PROJECT

Per this addendum the following changes to the specifications shall be made:

1. Remove prevailing wage rates due to state update. Replace with attached corrected prevailing wage rates.
2. All work shall be completed by January 31, 2019, not January 31, 2018.

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

Acknowledged by : Mitch Lynn

Date: 11-6-18

Attachment: LAVERDIERE CONSTRUCTION INC (1568 : 18th Street Bids)

RETURN WITH BID



**Local Public Agency
Formal Contract
Proposal**

PROPOSAL SUBMITTED BY		
Laverdiere Construction, Inc.		
Contractor's Name		
4055 W. Jackson Street		
Street	P.O. Box	
Macomb, IL 61455		
City	State	Zip Code

STATE OF ILLINOIS

COUNTY OF Tazewell

(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE NO. 18th St. Culvert Repair Project

SECTION NO. _____

TYPES OF FUNDS Local☒ SPECIFICATIONS (required)☒ PLANS (required)**For Municipal Projects**

Submitted/Approved/Passed

☐ Mayor ☐ President of Board of Trustees ☒ Municipal Official

Date _____

Attachment: LAVERDIERE CONSTRUCTION INC (1568 : 18th Street Bids)

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

RETURN WITH BID

NOTICE TO BIDDERS

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route 18th St. Culvert Repair

Sealed proposals for the improvement described below will be received at the office of City of Pekin City Clerk,
111 S. Capitol St. until 10:00 AM on November 6, 2018
 Address Time Date

Sealed proposals will be opened and read publicly at the office of the City of Pekin City Clerk
111 S. Capitol St. at 10:00 AM on November 6, 2018
 Address Time Date

DESCRIPTION OF WORK

Name 18th Street Culvert Repair Project Length: _____ feet (_____ miles)

Location City of Pekin

Proposed Improvement Re-line 72 inch diameter, 70 feet long corrugated metal pipe culvert, pour concrete headwall at end of pipe, and all related work.

1. Plans and proposal forms will be available in the office of City Clerk, City Hall

111 S. Capitol Street Pekin, IL 61554
 Address

2. ☐ Prequalification

If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.

3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.
4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
- a. BLR 12200: Local Public Agency Formal Contract Proposal
 - b. BLR 12200a Schedule of Prices
 - c. BLR 12230: Proposal Bid Bond (if applicable)
 - d. ~~BLR 12325: Apprenticeship or Training Program Certification (do not use for federally funded projects)~~
 - e. ~~BLR 12326: Affidavit of Illinois Business Office~~
5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Attachment: LA VERDIERE CONSTRUCTION INC (1568 : 18th Street Bids)

RETURN WITH BID

PROPOSAL

County TazewellLocal Public Agency City of Pekin

Section Number _____

Route 18th St. Culvert Repair

1. Proposal of
- 18th Street Culvert Repair Project

Laverdiere Construction, Inc
4055 W. Jackson Street, Macomb, IL 61455for the improvement of the above section by the construction of Re-line 72 inch diameter, 70 feet long
corrugated metal pipe culvert, pour concrete headwall at end of pipe, and all related work.

a total distance of _____ feet, of which a distance of _____ feet, (_____ miles) are to be improved.

2. The plans for the proposed work are those prepared by City of Pekin
and approved by the Department of Transportation on _____
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within _____ working days or by January 31, 2018
unless additional time is granted in accordance with the specifications.
6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to:
City of Pekin Treasurer of _____
The amount of the check is _____ (_____).
7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check is placed in another proposal, it will be found in the proposal for: Section Number _____.
8. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.
9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this contract.
12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.

Attachment: LAVERDIERE CONSTRUCTION INC (1568 : 18th Street Bids)

RETURN WITH BID



SCHEDULE OF PRICES

County Tazewell
 Local Public Agency City of Pekin
 Section _____
 Route 18th St. Culvert Repair

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Bidder's Proposal for making Entire Improvements \$ 130,070.00

Item No.	Items	Unit	Quantity	Unit Price	Total
1	Re-line Pipe Culvert	Foot	70	<u>\$ 1500.00</u>	<u>\$ 105,000.00</u>
2	Concrete Structures	Cu. Yd.	4.3	<u>\$ 3000.00</u>	<u>\$ 12,900.00</u>
3	Epoxy Coated Reinforcement	Pounds	434	<u>\$ 5.00</u>	<u>\$ 2170.00</u>
4	Mobilization	L. Sum	1	<u>\$ 10,000.00</u>	<u>\$ 10,000.00</u>
TOTAL OF QUOTE					<u>\$ 130,070.00</u>
1A	72-inch Dia. CMP Culvert	Foot	70	<u>\$ 2000.00</u>	<u>\$ 140,000.00</u>
2	Concrete Structures	Cu. Yd.	4.3	<u>\$ 3000.00</u>	<u>\$ 12,900.00</u>
3	Epoxy Coated Reinforcement	Pounds	434	<u>\$ 5.00</u>	<u>\$ 2170.00</u>
4	Mobilization	L. Sum	1	<u>\$ 10,000.00</u>	<u>\$ 10,000.00</u>
TOTAL OF ALTERNATE QUOTE					<u>\$ 165,070.00</u>

Attachment: LAVERDIERE CONSTRUCTION INC (1568 : 18th Street Bids)

RETURN WITH BID

CONTRACTOR CERTIFICATIONS

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route 18th St. Culvert Repair

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative Code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be cancelled.

Attachment: LA VERDIERE CONSTRUCTION INC (1568 : 18th Street Bids)

RETURN WITH BID

SIGNATURES

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route 18th St. Culvert Repair

(If an individual)

Signature of Bidder _____

Business Address _____

(If a partnership)

Firm Name _____

Signed By _____

Business Address _____

Inset Names and Addressed of All Partners



(If a corporation)

Corporate Name Laverdiere Construction, IncSigned By Mitch LynnBusiness Address 4055 W. Jackson StreetMacomb, IL 61455

Insert Names of Officers

President

Jack Laverdiere

Secretary

Amanda Marlow

Treasurer _____

Attest:

Amanda Marlow
 Secretary

Attachment: LAVERDIERE CONSTRUCTION INC (1568 : 18th Street Bids)



Certificate of Eligibility

Contractor No 3391
(1st Revision)

Laverdiere Construction, Inc.
4055 West Jackson Street Macomb, IL 61455

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED

\$98,242,000.00

001	EARTHWORK	\$5,150,000
002	PCC PAVING	\$6,800,000
012	DRAINAGE	\$8,725,000
014	ELECTRICAL	\$75,000
017	CONCRETE CONSTRUCTION	\$4,625,000
018	LANDSCAPING	\$450,000
022	FENCING	\$625,000
034	DEMOLITION	\$1,325,000
08A	AGGREGATE BASES & SURF. (A)	\$1,550,000
09A	HIGHWAY STRUCTURES	\$4,000,000
15A	COVER & SEAL COATS (A)	\$500,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 7/17/2018 TO 4/30/2019 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 7/17/2018.

Tim Bell

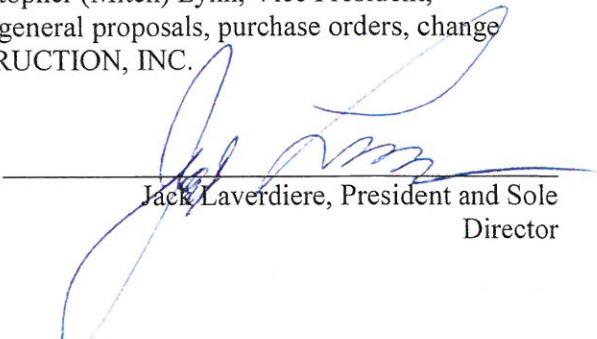
Engineer of Construction



RESOLUTION OF THE BOARD OF DIRECTORS
OF
LAVERDIERE CONSTRUCTION, INC.

BE IT RESOLVED, that the following named, John (Jack) E. Laverdiere, President and Sole Director of the Corporation, whose actual signature is shown below acts for and on behalf of the Corporation and as its act and deed be, he hereby is, authorized and empowered.

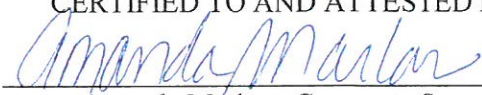
WHEREAS, that John (Jack) E. Laverdiere as President and Sole Director of LAVERDIERE CONSTRUCTION, INC. has the sole authority to execute all contracts and any necessary transactions on behalf of said Corporation, he hereby has authorized Christopher (Mitch) Lynn, Vice President, Commercial Division Manager, to execute bid documents/general proposals, purchase orders, change orders and contracts on behalf of LAVERDIERE CONSTRUCTION, INC.



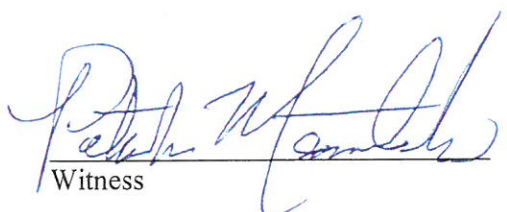
Jack Laverdiere, President and Sole
Director

IN TESTIMONY THEREOF, I have hereunto set my hand and affixed the seal of the Corporation on April 1, 2017, and attest that the signature set above is his genuine signature.

CERTIFIED TO AND ATTESTED BY:



Amanda Marlow, Corporate Secretary



Witness

Address: Laverdiere Construction, Inc.
4055 W. Jackson St.
Macomb, IL 61455

State of Incorporation: Illinois

Attachment: LAVERDIERE CONSTRUCTION INC (1568 : 18th Street Bids)



Local Agency Proposal Bid Bond

RETURN WITH BID

Route 18th St. Culvert Repair
 County Tazewell
 Local Agency City of Pekin
 Section _____

PAPER BID BOND

WE Laverdiere Construction Inc as PRINCIPAL,
 and Fidelity and Deposit Company of Maryland as SURETY,

are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 6th day of November, 2018

Principal
Laverdiere Construction Inc

(Company Name)

By:

Mitch Lynn

(Signature and Title)

Mitch Lynn, Commercial V.P.

(If PRINCIPAL is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

By:

(Company Name)

(Signature and Title)

Surety

By:

Blake E. Allison

(Signature of Attorney-in-Fact)

Fidelity and Deposit Company of Maryland

(Name of Surety)

STATE OF ILLINOIS,

 COUNTY OF Macon

I, Stacy R Standley, a Notary Public in and for said county,
 do hereby certify that Mitch Lynn and Blake E Allison

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6th day of November, 2018

My commission expires May 25, 2021

Stacy R. Standley

(Notary Public)

"OFFICIAL SEAL"
STACY R STANDLEY

NOTARY PUBLIC, STATE OF ILLINOIS

MY COMMISSION EXPIRES 05-25-2021

ELECTRONIC BID BOND

☐ Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Electronic Bid Bond ID Code

(Company/Bidder Name)

(Signature and Title)

Date

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **Michael P. Bond, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Kevin J. BREHENY, Randy S. CANNADY, Tim R. PATTON, Daniel A. MARTINI, Glenda HOFFMAN and Blake E. ALLISON, all of Forsyth, Illinois**, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 22nd day of March, A.D. 2018.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

Michael P. Bond

By: *Michael P. Bond*
Vice President

Dawn E. Brown

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 22nd day of March, A.D. 2018, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Michael P. Bond, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

Attachment: LAVERDIERE CONSTRUCTION INC (1568 : 18th Street Bids)

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 6th day of November, 2018.



Michael C. Fay

Michael C. Fay, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfcliams@zurichna.com
800-626-4577

Attachment: LA VERDIERE CONSTRUCTION INC (1568 : 18th Street Bids)

Department of Public Works

Addendum #1

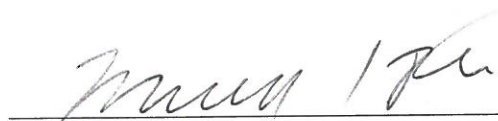
CITY OF PEKIN, IL
18th STREET CULVERT REPAIR PROJECT

Per this addendum the following changes to the specifications shall be made:

1. Remove prevailing wage rates due to state update. Replace with attached corrected prevailing wage rates.
2. All work shall be completed by January 31, 2019, not January 31, 2018.

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

Acknowledged by :



Date:

11-6-18

Attachment: ILLINOIS CIVIL CONTRACTORS INC (1568 : 18th Street Bids)



**Local Public Agency
Formal Contract
Proposal**

PROPOSAL SUBMITTED BY		
Illinois Civil Contractors, Inc.		
Contractor's Name		
420 Pinecrest Drive		
Street	P.O. Box	
East Peoria	IL	61611
City	State	Zip Code

STATE OF ILLINOIS

COUNTY OF Tazewell

(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE NO. 18th St. Culvert Repair Project

SECTION NO.

TYPES OF FUNDS Local

☒ SPECIFICATIONS (required)☒ PLANS (required)**For Municipal Projects**

Submitted/Approved/Passed

☐ Mayor
 ☐ President of Board of Trustees
 ☒ Municipal Official

Date

Attachment: ILLINOIS CIVIL CONTRACTORS INC (1568 : 18th Street Bids)

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

NOTICE TO BIDDERS

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route 18th St. Culvert Repair

Sealed proposals for the improvement described below will be received at the office of City of Pekin City Clerk,
111 S. Capitol St. until 10:00 AM on November 6, 2018
 Address Time Date

Sealed proposals will be opened and read publicly at the office of the City of Pekin City Clerk
111 S. Capitol St. at 10:00 AM on November 6, 2018
 Address Time Date

DESCRIPTION OF WORK

Name 18th Street Culvert Repair Project Length: _____ feet (_____ miles)
 Location City of Pekin
 Proposed Improvement Re-line 72 inch diameter, 70 feet long corrugated metal pipe culvert, pour concrete headwall at end of pipe, and all related work.

1. Plans and proposal forms will be available in the office of City Clerk, City Hall
111 S. Capitol Street Pekin, IL 61554
 Address

2. ☐ Prequalification

If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.

3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.
4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
- a. BLR 12200: Local Public Agency Formal Contract Proposal
 - b. BLR 12200a Schedule of Prices
 - c. BLR 12230: Proposal Bid Bond (if applicable)
 - d. ~~BLR 12325: Apprenticeship or Training Program Certification (do not use for federally funded projects)~~
 - e. ~~BLR 12326: Affidavit of Illinois Business Office~~
5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Attachment: ILLINOIS CIVIL CONTRACTORS INC (1568 : 18th Street Bids)

PROPOSAL

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route 18th St. Culvert Repair

1. Proposal of 18th Street Culvert Repair Project
 for the improvement of the above section by the construction of Re-line 72 inch diameter, 70 feet long
corrugated metal pipe culvert, pour concrete headwall at end of pipe, and all related work.
 a total distance of _____ feet, of which a distance of _____ feet, (_____ miles) are to be improved.
2. The plans for the proposed work are those prepared by City of Pekin
 and approved by the Department of Transportation on _____
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as
 "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special
 Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check
 Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within _____ working days or by January 31, 2018
 unless additional time is granted in accordance with the specifications.
6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and
 Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this
 proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the
 specifications, made payable to:
City of Pekin Treasurer of _____
 The amount of the check is _____ (_____).
7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to
 the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check
 is placed in another proposal, it will be found in the proposal for: Section Number _____.
8. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount
 of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this
 proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed
 that the Bid Bond or check shall be forfeited to the Awarding Authority.
9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the
 product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will
 be divided by the quantity in order to establish a unit price.
10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this
 contract.
12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on
 BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid
 specified in the Schedule for Multiple Bids below.

Attachment: ILLINOIS CIVIL CONTRACTORS INC (1568 : 18th Street Bids)



** See Attached **

SCHEDULE OF PRICES

County Tazewell
 Local Public Agency City of Pekin
 Section _____
 Route 18th St. Culvert Repair

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Bidder's Proposal for making Entire Improvements

Item No.	Items	Unit	Quantity	Unit Price	Total
1	Re-line Pipe Culvert	Foot	70		
2	Concrete Structures	Cu. Yd.	4.3		
3	Epoxy Coated Reinforcement	Pounds	434		
4	Mobilization	L. Sum	1		
TOTAL OF QUOTE					
1A	72-inch Dia. CMP Culvert	Foot	70		
2	Concrete Structures	Cu. Yd.	4.3		
3	Epoxy Coated Reinforcement	Pounds	434		
4	Mobilization	L. Sum	1		
TOTAL OF ALTERNATE QUOTE					

Attachment: ILLINOIS CIVIL CONTRACTORS INC (1568 : 18th Street Bids)

Bid Proposal



Illinois Civil Contractors, Inc.

420 Pinecrest Drive

East Peoria, IL 61611

Contact: Michael Fehr (mfehr@ilcivil.com)

Phone: (o) 309-694-4224 (m) 309-208-7281

Fax: 309-694-5676

Quote To:

City of Pekin

Phone:

Job Name:

18th Street Culvert Repair Project

Fax:

Bid Date:

11/6/2018

Addendum(s):

1

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
BASE BID INCLUDES:					
1	RE-LINE PIPE CULVERT	70.00	FT	940.00	65,800.00
2	CONCRETE STRUCTURES	4.30	CY	2,000.00	8,600.00
3	EPOXY COATED REINFORCEMENT	434.00	PD	3.00	1,302.00
4	MOBILIZATION	1.00	LS	15,000.00	15,000.00
BASE BID SUBTOTAL:					\$90,702.00
ALTERNATE BID INCLUDES:					
1A	72-INCH DIA. CMP CULVERT	70.00	FT	1,555.00	108,850.00
2	CONCRETE STRUCTURES	4.30	CY	2,000.00	8,600.00
3	EPOXY COATED REINFORCEMENT	434.00	PD	3.00	1,302.00
4	MOBILIZATION	1.00	LS	15,000.00	15,000.00
ALTERNATE SUBTOTAL:					\$133,752.00

Attachment: ILLINOIS CIVIL CONTRACTORS INC (1568 : 18th Street Bids)

CONTRACTOR CERTIFICATIONS

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route 18th St. Culvert Repair

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.

2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative Code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be cancelled.

Attachment: ILLINOIS CIVIL CONTRACTORS INC (1568 : 18th Street Bids)

SIGNATURES

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route 18th St. Culvert Repair

(If an individual)

Signature of Bidder _____

Business Address _____

(If a partnership)

Firm Name _____

Signed By _____

Business Address _____

Inset Names and Addressed of All Partners



(If a corporation)

Corporate Name Illinois Civil Contractors, Inc.

Signed By [Signature]

President

Business Address 420 Pinecrest Drive

East Peoria, IL 61611

Insert Names of Officers

President

Michael L. Ferr

Secretary

Jeff Fuerst

Treasurer

Attest:

[Signature]
 Secretary

Attachment: ILLINOIS CIVIL CONTRACTORS INC (1568 : 18th Street Bids)

RETURN WITH BID

Route	18 th St. Culvert Repair
County	Tazewell
Local Agency	City of Pekin
Section	

WE Illinois Civil Contractors Inc as PRINCIPAL,

are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 6th day of November, 2018.

Illinois Civil Contractors Inc

(Company Name)

By:

(Signature and Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

West Bend Mutual Insurance Company
(Name of Surety)

Surety

By:

(Signature of Attorney-in-Fact)

COUNTY OF Macon

I, Stacy R Standley, a Notary Public in and for said county,
do hereby certify that Blake E Allison

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6th day of November, 2018

My commission expires **May 25, 2021**

(Notary Public)

"OFFICIAL SEAL"

STACY R STANDLEY

NOTARY PUBLIC, STATE OF ILLINOIS

MY COMMISSION EXPIRES 05-25-20

ELECTRONIC BID BOND

☐ Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Electronic Bid Bond ID Code

(Company/Bidder Name)

(Signature and Title)

Date _____

Attachment: ILLINOIS CIVIL CONTRACTORS INC (1568 : 18th Street Bids)

POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Blake E Allison

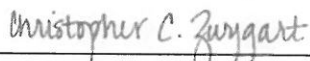
lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Seven Million Five Hundred Thousand Dollars (\$7,500,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

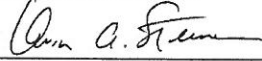
Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 22nd day of September, 2017.

Attest


Christopher C. Zwygart
Secretary

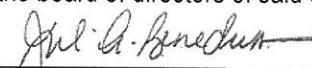



Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 22nd day of September, 2017, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.




Juli A. Benedum
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 6th day of November, 2018.




Heather Dunn
Vice President – Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company.



Local Public Agency Formal Contract Proposal

PROPOSAL SUBMITTED BY Proshot Concrete, Inc		
Contractor's Name 4158 Musgrove Drive		
Street Florence,	Alabama	P.O. Box 35630
City	State	Zip Code

STATE OF ILLINOIS

COUNTY OF Tazewell

(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE NO. 18th St. Culvert Repair Project

SECTION NO. _____

TYPES OF FUNDS Local☒ SPECIFICATIONS (required)☒ PLANS (required)

For Municipal Projects Submitted/Approved/Passed

☐ Mayor ☐ President of Board of Trustees ☒ Municipal Official

Date

Attachment: PROSHOT CONCRETE INC (1568 : 18th Street Bids)

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

RETURN WITH BID

NOTICE TO BIDDERS

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route 18th St. Culvert Repair

Sealed proposals for the improvement described below will be received at the office of City of Pekin City Clerk,
111 S. Capitol St. until 10:00 AM on November 6, 2018
 Address Time Date

Sealed proposals will be opened and read publicly at the office of the City of Pekin City Clerk
111 S. Capitol St. at 10:00 AM on November 6, 2018
 Address Time Date

DESCRIPTION OF WORK

Name 18th Street Culvert Repair Project Length: _____ feet (_____ miles)
 Location City of Pekin
 Proposed Improvement Re-line 72 inch diameter, 70 feet long corrugated metal pipe culvert, pour concrete headwall at end of pipe, and all related work.

1. Plans and proposal forms will be available in the office of City Clerk, City Hall
111 S. Capitol Street Pekin, IL 61554
 Address

2. ☐ Prequalification

If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.

3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.

4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:

- a. BLR 12200: Local Public Agency Formal Contract Proposal
- b. BLR 12200a Schedule of Prices
- c. BLR 12230: Proposal Bid Bond (if applicable)
- d. ~~BLR 12325: Apprenticeship or Training Program Certification (do not use for federally funded projects)~~
- e. ~~BLR 12326: Affidavit of Illinois Business Office~~

5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.

6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.

7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.

8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.

9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

RETURN WITH BID

PROPOSAL

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route 18th St. Culvert Repair

1. Proposal of 18th Street Culvert Repair Project

for the improvement of the above section by the construction of Re-line 72 inch diameter, 70 feet long
corrugated metal pipe culvert, pour concrete headwall at end of pipe, and all related work.

a total distance of _____ feet, of which a distance of _____ feet, (_____ miles) are to be improved.

2. The plans for the proposed work are those prepared by City of Pekin
 and approved by the Department of Transportation on _____
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as
 "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special
 Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check
 Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within 20 working days or by January 31, 2018 (2019)
 unless additional time is granted in accordance with the specifications. See Addendum 1
6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and
 Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this
 proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the
 specifications, made payable to:
City of Pekin Treasurer of _____
 The amount of the check is _____ Bid bond enclosed _____ (_____).
7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to
 the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check
 is placed in another proposal, it will be found in the proposal for: Section Number _____.
8. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount
 of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this
 proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed
 that the Bid Bond or check shall be forfeited to the Awarding Authority.
9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the
 product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will
 be divided by the quantity in order to establish a unit price.
10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this
 contract.
12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on
 BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid
 specified in the Schedule for Multiple Bids below.

Attachment: PROSHOT CONCRETE INC (1568 : 18th Street Bids)

RETURN WITH BID



SCHEDULE OF PRICES

County Tazewell
 Local Public Agency City of Pekin
 Section _____
 Route 18th St. Culvert Repair

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Bidder's Proposal for making Entire Improvements

Item No.	Items	Unit	Quantity	Unit Price	Total
1	Re-line Pipe Culvert	Foot	70	\$792.00	\$55,440.00
2	Concrete Structures	Cu. Yd.	4.3	\$13,000.00	\$55,900.00
3	Epoxy Coated Reinforcement	Pounds	434	\$4.00	\$1,736.00
4	Mobilization	L. Sum	1	\$20,000.00	\$20,000.00
				TOTAL OF QUOTE	\$133,076.00
1A	72-inch Dia. CMP Culvert	Foot	70		
2	Concrete Structures	Cu. Yd.	4.3		
3	Epoxy Coated Reinforcement	Pounds	434		
4	Mobilization	L. Sum	1		
				TOTAL OF ALTERNATE QUOTE	

*** Please see the included Proposal using Shotcrete as an alternate repair method**

Attachment: PROSHOT CONCRETE INC (1568 : 18th Street Bids)



PROSHOT CONCRETE, INC.

SHOTCRETE CONTRACTORS & ENGINEERS

Telephone: 256.764.5941

4158 Musgrove Drive
Florence, AL 35630

Fax: 256.764.5946

PROPOSAL

Ms. Josie Esker
City of Pekin
Dept. of Public Works
111 S. Capitol St.
Pekin, IL 61554

November 3, 2018

Subject: 18th St Culvert Repair using Shotcrete
Tazwell County, IL

Ms. Esker,

As we discussed, we are providing alternate repair method, as it pertains to the above referenced subject.

Our method of repair is used all over the country with great success by several other contractors as well. The method is approved by numerous DOT's and we currently have maintenance contracts with various municipalities in varying states.

This repair method eliminates future corrosion/deterioration of the CMP and provides a structural lining to provide another 50-years of service life.

The existing CMP culvert is approximately 70' long x 6' in diameter and you are requiring a full-circumference lining to eliminate the deterioration and provide structural integrity to the pipe; all being completed with minimal disruption above ground.

Scope of Work

Provide a 3.5" thick reinforced shotcrete lining to the CMP full circumference. Construct stream diversion internally by installing sandbags and flume pipe, if necessary. Rid the invert of any loose debris and pressure wash the CMP surface. Once the surface is clean, 2x2x12/12 gauge galvanized wire will be secured, using self-tapping screws, to the CMP, at least 1/2" off the tops of the corrugations. The new lining will extend at least 2.5" over the tops of the corrugations.

The shotcrete will be supplied by a local Ready Mix supplier - typically > 4,500psi (minimum) compressive strength. The shotcrete will be applied via the 'wet' shotcrete process in which the material (shotcrete) is discharged from the truck into our pump. The shotcrete is pumped through the hose to the nozzle and air is added at the nozzle to create the spraying effect. The material coming out of the nozzle is around 40psi, which creates a well-compacted, high-strength, reinforced lining and creates a concrete pipe inside the host pipe.

Accepted _____, 20____

PROSHOT CONCRETE, INC.

By _____

By _____

Approved _____

Attachment: PROSHOT CONCRETE INC (1568 : 18th Street Bids)



PROSHOT CONCRETE, INC.

SHOTCRETE CONTRACTORS & ENGINEERS

Telephone: 256.764.5941

4158 Musgrove Drive
Florence, AL 35630

Fax: 256.764.5946

The tasks involved in rehabilitating the CMP are:

- Stream Diversion
- Remove debris/clean pipe
- Pressure Wash surface
- Install galvanized welded wire (2x2x12/12) in CMP
- Install new shotcrete lining
- Brush finish and Cure new shotcrete lining

Measure of Payment

In addition to lining the CMP Culvert, a new head wall must be constructed. It is part of the 'line items' below. These are Items listed in the City's proposal, which correspond with our work as well:

<u>Item No.</u>	<u>Items</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
1	Re-line Pipe Culvert	Foot	70	\$792.00	\$55,440
2	Concrete Structures	CY	4.3	\$13,000	\$55,900
3	Epoxy Coated Reinforcement	lbs	434	\$4.00	\$1,736
4	Mobilization	LS	1	\$20,000	<u>\$20,000</u>
Total of Quote:					\$133,076

Basis of Proposal

We have based our proposal on being supplied access to the sites and a reasonable amount of area for storage of equipment and materials. All shotcrete will be applied via an ACI 506.2 certified nozzle man. All E&S controls will be conducted using DNR/DEP standard requirements. We estimate approximately 2-3 weeks to complete the work and will be completed by January 31, 2019.

We are providing an alternate repair that is tested and proven throughout the country. We would be glad to provide references, at your request.

If there any questions, I can easily be reached via my mobile phone at (757) 620-4840.

Respectfully Submitted,
Albert F. Pugliese

Cc: Tony McDougale/Donnie Barnes/Connie Dill (PCI)

Accepted _____, 20____

PROSHOT CONCRETE, INC.

By _____

By _____

Approved _____

Attachment: PROSHOT CONCRETE INC (1568 : 18th Street Bids)

RETURN WITH BID

CONTRACTOR CERTIFICATIONS

County	Tazewell
Local Public Agency	City of Pekin
Section Number	
Route	18 th St. Culvert Repair

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative Code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be cancelled.

Attachment: PROSHOT CONCRETE INC (1568 : 18th Street Bids)

RETURN WITH BID

SIGNATURES

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route 18th St. Culvert Repair

(If an individual)

Signature of Bidder _____

Business Address _____

(If a partnership)

Firm Name _____

Signed By _____

Business Address _____

Inset Names and Addressed of All Partners



(If a corporation)

Corporate Name Proshot Concrete, IncSigned By Anthony McDougle PresidentBusiness Address 4158 Musgrove Drive
Florence, AL 35630

Insert Names of Officers

President Anthony McDougleSecretary Anthony McDougleTreasurer Anthony McDougle

Attest:

Patrick Mooney
 Patrick Mooney, Assistant Secretary

Attachment: PROSHOT CONCRETE INC (1568 : 18th Street Bids)



Local Agency Proposal Bid Bond

RETURN WITH BID

Route 18th St. Culvert Repair
County Tazewell
Local Agency City of Pekin
Section _____

PAPER BID BOND

WE Proshot Concrete, Inc. as PRINCIPAL,
and US Specialty Insurance Company as SURETY,

are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

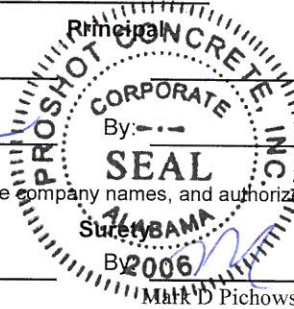
THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 6th day of November, 2018

Proshot Concrete, Inc.

By: Anthony McDougle (Signature and Title)
Anthony McDougle, President
(If PRINCIPAL is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)



US Specialty Insurance Company

(Name of Surety)

STATE OF FLORIDA, Florida

COUNTY OF Pinellas

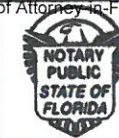
I, Kimberly Castellana, a Notary Public in and for said county,
do hereby certify that Mark D. Pichowski

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6th day of November, 2018

My commission expires 7/5/2020
Kimberly Castellana (Notary Public)



KIMBERLY CASTELLANA
COMMISSION # FF998000
EXPIRES July 5, 2020
BONDED THROUGH
RLI INSURANCE COMPANY

ELECTRONIC BID BOND

☐ Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Electronic Bid Bond ID Code

(Company/Bidder Name)

(Signature and Title)

Date



TOKIO MARINE
HCC

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That, U.S. SPECIALTY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint,

MARK D. PICHOWSKI

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver bond number BB2006765, issued in the course of its business and to bind the Company thereby, in an amount not to exceed Twenty-five million and 00/100 (\$25,000,000.00). Said appointment is made under and by authority of the following resolutions of the Board of Directors of U. S. Specialty Insurance Company:

"Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." Adopted by unanimous written consent in lieu of meeting on September 1st, 2011.

The Attorney-in-Fact named above may be an agent or a broker of the Company. The granting of this Power of Attorney is specific to this bond and does not indicate whether the Attorney-in-Fact is or is not an appointed agent of the Company.

IN WITNESS WHEREOF, U.S. Specialty Insurance Company has caused its seal to be affixed hereto and executed by its Senior Vice President on this 18th day of December 2017.

State of California
County of Los Angeles



U.S. SPECIALTY INSURANCE COMPANY

By: Adam S. Pessin
Adam S. Pessin, Senior Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Adam S. Pessin, Senior Vice President of U.S. Specialty Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (seal)



I, Kio Lo, Assistant Secretary of U.S. Specialty Insurance Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 6th day of November, 2018.

Bond No. BB2006765

Agency No. 11668



[Signature]
Kio Lo, Assistant Secretary

HCCSZZ POAUSSIC06/2018

visit tmhcc.com/surety for more information



City of Pekin

Department of Public Works

Addendum #1

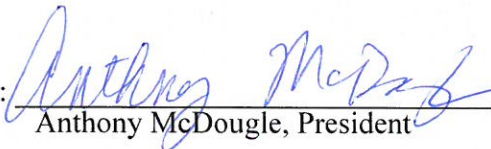
CITY OF PEKIN, IL 18th STREET CULVERT REPAIR PROJECT

Per this addendum the following changes to the specifications shall be made:

1. Remove prevailing wage rates due to state update. Replace with attached corrected prevailing wage rates.
2. All work shall be completed by January 31, 2019, not January 31, 2018.

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

Acknowledged by :


Anthony McDougale, President



Attachment: PROSHOT CONCRETE INC (1568 : 18th Street Bids)

Michael Guerra, P.E., City Engineer
111 South Capitol Street, Pekin, IL 61554
Phone (309) 477-2300 * Fax (309) 346-2095 * Email: mmguerra@ci.pekin.il.us



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: November 20, 2018

From: Michael Guerra, City Engineer

AGENDA ITEM: Thrush Ave. Creek Repair Project Bids

AGENDA DATE REQUESTED: November 26, 2018

ACTION REQUESTED: Receive and file three bids for the Thrush Ave. Creek Erosion Repair Project the City opened on November 6th, 2018 at 10 a.m.

DESCRIPTION: Bids were received from ICCI, Keppler Environmental Inc, and G.A. Rich & Sons.

FINANCIAL IMPACT:

NEIGHBORHOOD CONCERNS:

IMPACT IF APPROVED:

IMPACT IF DENIED:

ALTERNATIVES:

RELATED TO EFFICIENCY STUDY:

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

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

REQUIRED SIGNATURES**Department Directors and City Staff:**

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

Tabulation of Bids

Local Public Agency: Pekin
 County: Tazewell
 Section: Thrush
 Estimate: 0.00

Date: 11/6/2018
 Time: 10:00 AM
 Appropriation: _____

Name of Bidder:		Illinois Civil Contractors Inc.		Keppler Environmental Inc.		G.A. Rich & Sons, Inc.	
Address of Bidder:		420 Pinecrest Dr.		PO Box 62		204 S. Perry St.	
		East Peoria, IL 61611		Athens, IL 62613		PO Box 50	
						Deer Creek, IL 61733	
Proposal Guarantee:							
Terms:							
Approved Engineer's Estimate							
Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
	\$ -	111.0000	\$ 22,200.00	73.5000	\$ 14,700.00	220.0000	\$ 44,000.0
	\$ -	1,730.0000	\$ 23,355.00	1,629.6300	\$ 22,000.01	2,335.0000	\$ 31,522.5
	\$ -	3.0000	\$ 3,255.00	1.0000	\$ 1,085.00	1.0500	\$ 1,139.2
	\$ -	20,000.0000	\$ 20,000.00	6,664.0000	\$ 6,664.00	1,500.0000	\$ 1,500.0
	\$ -		\$ -		\$ -		\$ -
	\$ -		\$ -		\$ -		\$ -
Total Bid:	As Read:	68,810.00		44,449.00		78,161.75	
	As Calculated:	68,810.00		44,449.01		78,161.75	

Attachment: Copy of BLR 12315 - Thrush (1569 : Thrush Ave. Creek Repair Project Bids)

City of Pekin

Department of Public Works

Addendum #1

CITY OF PEKIN, IL THRUSH AVE. CREEK EROSION REPAIRS PROJECT

Per this addendum the following changes to the specifications shall be made:

1. Remove prevailing wage rates due to state update. Replace with attached corrected prevailing wage rates.
2. All work shall be completed by January 31, 2019, not January 31, 2018.

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

Acknowledged by : MMG

Date: 11.6.18



**Local Public Agency
Formal Contract
Proposal**

PROPOSAL SUBMITTED BY		
Illinois Civil Contractors Inc		
Contractor's Name		
420 Pinecrest Drive		
Street	P.O. Box	
East Peoria IL	61611	
City	State	Zip Code

STATE OF ILLINOIS

COUNTY OF Tazewell

(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE NO. Thrush Ave. Creek Erosion Repairs Project

SECTION NO.

TYPES OF FUNDS Local

☒ SPECIFICATIONS (required)☒ PLANS (required)**For Municipal Projects**

Submitted/Approved/Passed

☐ Mayor
 ☐ President of Board of Trustees
 ☒ Municipal Official

Date

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

NOTICE TO BIDDERS

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Thrush Ave. Creek Erosion

Sealed proposals for the improvement described below will be received at the office of City of Pekin City Clerk,
111 S. Capitol St. until 10:00 AM on November 6, 2018
 Address Time Date

Sealed proposals will be opened and read publicly at the office of the City of Pekin City Clerk
111 S. Capitol St. at 10:00 AM on November 6, 2018
 Address Time Date

DESCRIPTION OF WORK

Name Thrush Ave. Creek Erosion Repairs Project Length: _____ feet (_____ miles)
 Location City of Pekin
 Proposed Improvement Encase existing sanitary sewer pipe in concrete and place RR4 riprap to control erosion

1. Plans and proposal forms will be available in the office of City Clerk, City Hall
111 S. Capitol Street Pekin, IL 61554
 Address
2. ☐ Prequalification
 If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.
3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.
4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
 - a. BLR 12200: Local Public Agency Formal Contract Proposal
 - b. BLR 12200a Schedule of Prices
 - c. BLR 12230: Proposal Bid Bond (if applicable)
 - d. ~~BLR 12325: Apprenticeship or Training Program Certification (do not use for federally funded projects)~~
 - e. ~~BLR 12326: Affidavit of Illinois Business Office~~
5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Attachment: ILLINOIS CIVIL CONTRACTORS INC (1569 : Thrush Ave. Creek Repair Project Bids)

PROPOSAL

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Thrush Ave. Creek Erosion

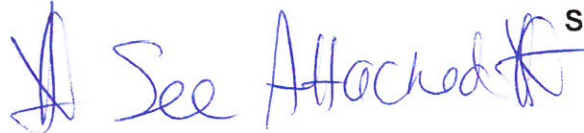
1. Proposal of Thrush Ave. Creek Erosion Repairs Project

for the improvement of the above section by the construction of Encase exposed sanitary sewer pipe in concrete,
place RR4 riprap to control erosion, and all related work.

a total distance of _____ feet, of which a distance of _____ feet, (_____ miles) are to be improved.

2. The plans for the proposed work are those prepared by City of Pekin
 and approved by the Department of Transportation on _____
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as
 "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special
 Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check
 Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within _____ working days or by January 31, 2018
 unless additional time is granted in accordance with the specifications.
6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and
 Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this
 proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the
 specifications, made payable to:
City of Pekin Treasurer of _____
 The amount of the check is _____ (_____).
7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to
 the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check
 is placed in another proposal, it will be found in the proposal for: Section Number _____.
8. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount
 of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this
 proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed
 that the Bid Bond or check shall be forfeited to the Awarding Authority.
9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the
 product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will
 be divided by the quantity in order to establish a unit price.
10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this
 contract.
12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on
 BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid
 specified in the Schedule for Multiple Bids below.

Attachment: ILLINOIS CIVIL CONTRACTORS INC (1569 : Thrush Ave. Creek Repair Project Bids)

County Tazewell

Local Public Agency City of Pekin

Section

Route Thrush Ave. Creek Erosion

(For complete information covering these items, see plans and specifications)

Bidder's Proposal for making Entire Improvements

Item No.	Items	Unit	Quantity	Unit Price	Total
1	Stone Riprap, RR4A	Tons	200		
2	Concrete Structures	Cu. Yd.	13.5		
3	Epoxy Coated Reinforcement	Pounds	1085		
4	Mobilization	L. Sum	1		
	TOTAL OF QUOTE				

Attachment: ILLINOIS CIVIL CONTRACTORS INC (1569 : Thrush Ave. Creek Repair Project Bids)

Bid Proposal



Illinois Civil Contractors, Inc.

420 Pinecrest Drive

East Peoria, IL 61611

Contact: Michael Fehr (mfehr@ilcivil.com)

Phone: (o) 309-694-4224 (m) 309-208-7281

Fax: 309-694-5676

Quote To:

City of Pekin

Phone:

Job Name:

Thrush Ave Creek Erosion

Fax:

Bid Date:

11/6/2018

Addendum(s):

1

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	STONE RIPRAP, RR4A	200.00	TONS	111.00	22,200.00
2	CONCRETE STRUCTURES	13.50	CY	1,730.00	23,355.00
3	EPOXY COATED REINFORCEMENT	1,085.00	PD	3.00	3,255.00
4	MOBILIZATION	1.00	LS	20,000.00	20,000.00
GRAND TOTAL					\$68,810.00

Attachment: ILLINOIS CIVIL CONTRACTORS INC (1569 : Thrush Ave. Creek Repair Project Bids)

CONTRACTOR CERTIFICATIONS

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Thrush Ave. Creek Erosion

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative Code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be cancelled.

Attachment: ILLINOIS CIVIL CONTRACTORS INC (1569 : Thrush Ave. Creek Repair Project Bids)

SIGNATURES

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Thrush Ave. Creek Erosion

(If an individual)

Signature of Bidder _____

Business Address _____

(If a partnership)

Firm Name _____

Signed By _____

Business Address _____

Inset Names and Addressed of All Partners



(If a corporation)

Corporate Name Illinois Civil Contractors, Inc

Signed By [Signature]
 President

Business Address 420 Pinecrest Drive
East Peoria, IL 61611

Insert Names of Officers

President Michael L. Fehr
 Secretary Jeff Fuerst
 Treasurer _____

Attest:

[Signature]
 Secretary

Attachment: ILLINOIS CIVIL CONTRACTORS INC (1569 : Thrush Ave. Creek Repair Project Bids)

RETURN WITH BID

PAPER BID BOND

Packet Pg. 91



THE SILVER LINING®

Bond No. 2397734

POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Blake E Allison

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Seven Million Five Hundred Thousand Dollars (\$7,500,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 22nd day of September, 2017.

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Kevin A. Steiner
Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 22nd day of September, 2017, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli A. Benedum
Juli A. Benedum
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 6th day of November, 2018.



Heather Dunn
Heather Dunn
Vice President – Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company.

RETURN WITH BID


**Local Public Agency
Formal Contract
Proposal**

PROPOSAL SUBMITTED BY		
Keppler Environmental, Inc.		
Contractor's Name		
62		
Street	P.O. Box	
Athens	IL	62613
City	State	Zip Code

STATE OF ILLINOIS

COUNTY OF Tazewell

(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE NO. Thrush Ave. Creek Erosion Repairs Project

SECTION NO. _____

TYPES OF FUNDS Local☒ SPECIFICATIONS (required)☒ PLANS (required)**For Municipal Projects**

Submitted/Approved/Passed

☐ Mayor
 ☐ President of Board of Trustees
 ☒ Municipal Official

Date

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

RETURN WITH BID

NOTICE TO BIDDERS

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Thrush Ave. Creek Erosion

Sealed proposals for the improvement described below will be received at the office of City of Pekin City Clerk,
111 S. Capitol St. until 10:00 AM on November 6, 2018
 Address Time Date

Sealed proposals will be opened and read publicly at the office of the City of Pekin City Clerk
111 S. Capitol St. at 10:00 AM on November 6, 2018
 Address Time Date

DESCRIPTION OF WORK

Name Thrush Ave. Creek Erosion Repairs Project Length: _____ feet (_____ miles)
 Location City of Pekin
 Proposed Improvement Encase existing sanitary sewer pipe in concrete and place RR4 riprap to control erosion

1. Plans and proposal forms will be available in the office of City Clerk, City Hall
111 S. Capitol Street Pekin, IL 61554
 Address

2. ☐ Prequalification

If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.

3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.

4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:

- a. BLR 12200: Local Public Agency Formal Contract Proposal
- b. BLR 12200a Schedule of Prices
- c. BLR 12230: Proposal Bid Bond (if applicable)
- d. ~~BLR 12325: Apprenticeship or Training Program Certification (do not use for federally funded projects)~~
- e. ~~BLR 12326: Affidavit of Illinois Business Office~~

5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.

6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.

7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.

8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.

9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

RETURN WITH BID

PROPOSAL

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Thrush Ave. Creek Erosion

1. Proposal of Thrush Ave. Creek Erosion Repairs Project

for the improvement of the above section by the construction of Encase exposed sanitary sewer pipe in concrete,
place RR4 riprap to control erosion, and all related work.

a total distance of _____ feet, of which a distance of _____ feet, (_____ miles) are to be improved.

2. The plans for the proposed work are those prepared by City of Pekin
 and approved by the Department of Transportation on _____
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as
 "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special
 Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check
 Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within _____ working days or by January 31, 2018
 unless additional time is granted in accordance with the specifications.
6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and
 Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this
 proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the
 specifications, made payable to:

City of Pekin Treasurer of _____

The amount of the check is _____ (_____).

7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to
 the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check
 is placed in another proposal, it will be found in the proposal for: Section Number _____.
8. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount
 of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this
 proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed
 that the Bid Bond or check shall be forfeited to the Awarding Authority.
9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the
 product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will
 be divided by the quantity in order to establish a unit price.
10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this
 contract.
12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on
 BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid
 specified in the Schedule for Multiple Bids below.

Attachment: KEPPLER ENVIRONMENTAL INC (1569 : Thrush Ave. Creek Repair Project Bids)

Local Agency Proposal Bid Bond

RETURN WITH BID

Route	Thrush Ave. Creek Erosion
County	Tazewell
Local Agency	City of Pekin
Section	

WE Keppler Environmental Management, Inc. as PRINCIPAL,

and American Contractors Indemnity Company as SURETY,

are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for *See below the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section, **See Below

THEREFORE If the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 5th day of November, 2018

By: Kepler Environmental Management, Inc.
(Company Name)
President
(Signature and Title)

Principal
By: Kepler Env. Management, Inc.
(Company Name)
President
(Signature and Title)

Brandon M. Keppler, President
(If PRINCIPAL is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

American Contractors Indemnity Company
(Name of Surety)

Surety
By: _____
(Signature of Attorney-in-Fact)
Jeremy Crawford, Attorney-in-Fact

STATE OF Illinois
COUNTY OF Sangamon

_____, a Notary Public in and for said county.

do hereby certify that Brandon Keppler of Keppler Environmental Mgmt, Inc
(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of RICHARD and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 5 day of November 2010

My commission expires 12-4-18 George L. [Signature] (Notary Public)

☐ Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

[illegible]

(Company/Bidder Name)

(Signature and Title)

Date _____

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Jeremy Crawford, Michael D. Williams, William J. Nemec, Tanya Fukushima,
William Gerber or Michael E. Konzen of Golden Valley, Minnesota

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Five Million***** Dollars (\$ **5,000,000.00**).

This Power of Attorney shall expire without further action on November 3, 2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

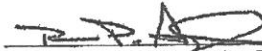
IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of November, 2016.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By:

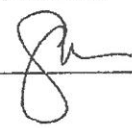

Daniel P. Aguilar, Vice President

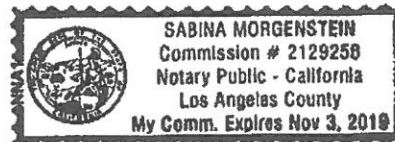
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
 County of Los Angeles SS:

On this 1st day of November, 2016, before me, Sabina Morgenstein, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
 WITNESS my hand and official seal.

Signature  (Seal)



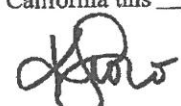
I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 5th day of November, 2018.

Corporate Seals

Bond No. 1001125102-2
 Agency No. 8219

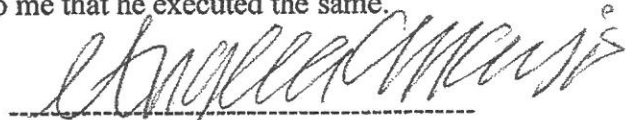



Kio Lo, Assistant Secretary

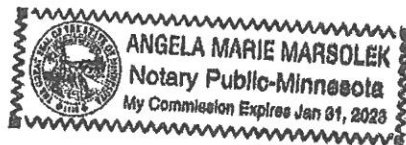
Acknowledgment of Surety

State of Minnesota
County of Anoka

On this 5th day of November, 2018 before me personally appeared Jeremy Crawford who acknowledged that he or she is the attorney in fact who is authorized to sign on behalf of American Contractors Indemnity Company (surety company), the foregoing instrument, and he thereupon duly acknowledged to me that he executed the same.



Notary Public





City of Pekin

Department of Public Works

Addendum #1

CITY OF PEKIN, IL THRUSH AVE. CREEK EROSION REPAIRS PROJECT

Per this addendum the following changes to the specifications shall be made:

1. Remove prevailing wage rates due to state update. Replace with attached corrected prevailing wage rates.
2. All work shall be completed by January 31, 2019, not January 31, 2018.

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

Acknowledged by : Brandon Keppler Date: 11-4-18

RETURN WITH BID

CONTRACTOR CERTIFICATIONS

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Thrush Ave. Creek Erosion

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative Code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be cancelled.

Attachment: KEPPLER ENVIRONMENTAL INC (1569 : Thrush Ave. Creek Repair Project Bids)



SCHEDULE OF PRICES

County Tazewell
Local Public Agency City of Pekin
Section _____
Route Thrush Ave. Creek Erosion

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Bidder's Proposal for making Entire Improvements

Item No.	Items	Unit	Quantity	Unit Price	Total
1	Stone Riprap, RR4A	Tons	200	73.50	14,700. ⁰⁰
2	Concrete Structures	Cu. Yd.	13.5	2,370.37	22,000
3	Epoxy Coated Reinforcement	Pounds	1085	1.36	1,449. ⁰⁰
4	Mobilization	L. Sum	1	6,300	6,300. ⁰⁰
TOTAL OF QUOTE					44,449. ⁰⁰

Attachment: KEPPLER ENVIRONMENTAL INC (1569 : Thrush Ave. Creek Repair Project Bids)

RETURN WITH BID

SIGNATURES

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Thrush Ave. Creek Erosion

(If an individual)

Signature of Bidder _____

Business Address _____

(If a partnership)

Firm Name K

Signed By _____

Business Address _____

Inset Names and Addressed of All Partners



(If a corporation)

Corporate Name Kepler Environmental, Inc.Signed By [Signature]

President

Business Address P.O. Box 62 Athens, IL 62613

Insert Names of Officers

President Brandon KeplerSecretary Brandon KeplerTreasurer Brandon Kepler

Attest:

Brandon Kepler
 Secretary

Attachment: KEPLER ENVIRONMENTAL INC (1569 : Thrush Ave. Creek Repair Project Bids)



Local Public Agency Formal Contract Proposal

PROPOSAL SUBMITTED BY G.A. Rich & Sons, Inc.		
Contractor's Name 204 S. Perry St. PO Box 50		
Street Deer Creek,	IL	P.O. Box 61733
City	State	Zip Code

STATE OF ILLINOIS

COUNTY OF Tazewell

(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE NO. Thrush Ave. Creek Erosion Repairs Project

SECTION NO. _____

TYPES OF FUNDS Local☒ SPECIFICATIONS (required)☒ PLANS (required)

For Municipal Projects Submitted/Approved/Passed

☐ Mayor ☐ President of Board of Trustees ☒ Municipal Official

Date _____

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

RETURN WITH BID

NOTICE TO BIDDERS

County TazewellLocal Public Agency City of Pekin

Section Number _____

Route Thrush Ave. Creek ErosionSealed proposals for the improvement described below will be received at the office of City of Pekin City Clerk,111 S. Capitol St.

Address

until

10:00 AM

Time

on

November 6, 2018

Date

Sealed proposals will be opened and read publicly at the office of the City of Pekin City Clerk111 S. Capitol St.

Address

at

10:00 AM

Time

on

November 6, 2018

Date

DESCRIPTION OF WORK

Name Thrush Ave. Creek Erosion Repairs Project

Length: _____ feet (_____ miles)

Location City of PekinProposed Improvement Encase existing sanitary sewer pipe in concrete and place RR4 riprap to control erosion

1. Plans and proposal forms will be available in the office of City Clerk, City Hall
111 S. Capitol Street Pekin, IL 61554
Address
2. ☐ Prequalification
If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.
3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.
4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
 - a. BLR 12200: Local Public Agency Formal Contract Proposal
 - b. BLR 12200a Schedule of Prices
 - c. BLR 12230: Proposal Bid Bond (if applicable)
 - d. ~~BLR 12325: Apprenticeship or Training Program Certification (do not use for federally funded projects)~~
 - e. ~~BLR 12326: Affidavit of Illinois Business Office~~
5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Attachment: G.A. RICH & SONS (1569 : Thrush Ave. Creek Repair Project Bids)

RETURN WITH BID

PROPOSAL

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Thrush Ave. Creek Erosion

1. Proposal of Thrush Ave. Creek Erosion Repairs Project

for the improvement of the above section by the construction of Encase exposed sanitary sewer pipe in concrete, place RR4 riprap to control erosion, and all related work.

a total distance of _____ feet, of which a distance of _____ feet, (_____ miles) are to be improved.

2. The plans for the proposed work are those prepared by City of Pekin and approved by the Department of Transportation on _____
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within _____ working days or by January 31, 2018 unless additional time is granted in accordance with the specifications.
6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to:
City of Pekin Treasurer of _____
 The amount of the check is _____ 5% Bid Bond _____ (_____).
7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check is placed in another proposal, it will be found in the proposal for: Section Number _____.
8. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.
9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this contract.
12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.

Attachment: G.A. RICH & SONS (1569 : Thrush Ave. Creek Repair Project Bids)

RETURN WITH BID



SCHEDULE OF PRICES

County Tazewell
 Local Public Agency City of Pekin
 Section _____
 Route Thrush Ave. Creek Erosion

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Bidder's Proposal for making Entire Improvements

Item No.	Items	Unit	Quantity	Unit Price	Total
1	Stone Riprap, RR4A	Tons	200	220.00	44,000.00
2	Concrete Structures	Cu. Yd.	13.5	2335.00	31,522.50
3	Epoxy Coated Reinforcement	Pounds	1085	1.05	1,139.25
4	Mobilization	L. Sum	1	1500.00	1,500.00
TOTAL OF QUOTE					78,161.75

Attachment: G.A. RICH & SONS (1569 : Thrush Ave. Creek Repair Project Bids)

RETURN WITH BID

CONTRACTOR CERTIFICATIONS

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Thrush Ave. Creek Erosion

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.
3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative Code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be cancelled.

Attachment: G.A. RICH & SONS (1569 : Thrush Ave. Creek Repair Project Bids)

RETURN WITH BID

SIGNATURES

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Thrush Ave. Creek Erosion

(If an individual)

Signature of Bidder _____

Business Address _____

(If a partnership)

Firm Name _____

Signed By _____

Business Address _____

Inset Names and Addressed of All Partners



(If a corporation)

Corporate Name G.A. Rich & Sons, Inc.Signed By B. O. Rich

President

Business Address 204 S. Perry Street PO Box 50
Deer Creek, IL 61733

Insert Names of Officers

	President	<u>Brian Rich</u>
	Secretary	<u>Susan M. Rich</u>
	Treasurer	<u>Susan M. Rich</u>

Attest: Susan M. Rich
 Secretary

Attachment: G.A. RICH & SONS (1569 : Thrush Ave. Creek Repair Project Bids)



City of Pekin

Department of Public Works

Addendum #1

CITY OF PEKIN, IL THRUSH AVE. CREEK EROSION REPAIRS PROJECT

Per this addendum the following changes to the specifications shall be made:

1. Remove prevailing wage rates due to state update. Replace with attached corrected prevailing wage rates.
2. All work shall be completed by January 31, 2019, not January 31, 2018.

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

Acknowledged by :

A handwritten signature in blue ink, appearing to read "Michael Guerra", written over a horizontal line.

Date:

11-1-18

Michael Guerra, P.E., City Engineer
111 South Capitol Street, Pekin, IL 61554
Phone (309) 477-2300 * Fax (309) 346-2095 * Email: mmguerra@ci.pekin.il.us

Attachment: G.A. RICH & SONS (1569 : Thrush Ave. Creek Repair Project Bids)



Local Agency Proposal Bid Bond

RETURN WITH BID

Route Thrush Ave. Creek Erosion
 County Tazewell
 Local Agency City of Pekin
 Section _____

PAPER BID BOND

WE G. A. Rich & Sons, Inc., 204 S. Perry St., Deer Creek, IL 61733 as PRINCIPAL,

and United Fire & Casualty Company as SURETY,

are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required Insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 6th day of November, 2018

Principal
G. A. Rich & Sons, Inc.

By: B. A. Rich President
(Company Name)
(Signature and Title)

By: _____
(Company Name)
(Signature and Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

United Fire & Casualty Company
(Name of Surety)

Surety

By: Sue Dietrich
(Signature of Attorney-In-Fact)

STATE OF ILLINOIS,

 COUNTY OF Tazewell

I, Andrea K. Clark, a Notary Public in and for said county,
 do hereby certify that Brian Rich & Sue Dietrich

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6th day of November, 2018

My commission expires _____
 OFFICIAL SEAL
 ANDREA K. CLARK
 NOTARY PUBLIC, STATE OF ILLINOIS
 My Commission Expires 9-12-2020

Andrea K. Clark
(Notary Public)

☐ **Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)**

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Electronic Bid Bond ID Code

(Company/Bidder Name)

(Signature and Title)

Date

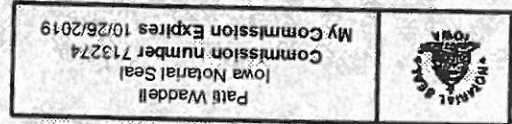
Assistant Secretary,
UF&C & UF&I & FPIC

By: *Mary A. Bertsch*



day of November, 2018

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.



My commission expires: 10/26/2019
Notary Public

On 15th day of May, 2018, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say, that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company, that the seal affixed to the said corporations described in and which executed the above instrument, that he knows the seal of said corporations, that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

Vice President

State of Iowa, County of Linn, ss:



IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 15th day of May, 2018

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby, such signature and seal, when so used, being adopted by the Companies as the original signature and execution of any such instruments and to attach the seal forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal to the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact."

"Article VI - Surety Bonds and Undertakings"

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

The Authority hereby granted shall expire the 15th day of May, 2020 unless sooner revoked

and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and their true and lawful Attorney(s)-in-fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$20,000,000.00

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa, United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas, and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

MIKE KUHL, SUE DIETRICH, LAURA L. MCGAHAN, ANDREA K. CLARK, SANDY MILLER, NANCY J. LUCHTEFELD, JONATHAN WEBER, DAVE ZERN, MARISA FARRELL, EACH INDIVIDUALLY

(original on file at Home Office of Company - See Certification)

UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
CERTIFIED COPY OF POWER OF ATTORNEY

118 Second Ave SE
Cedar Rapids, IA 52401





REQUEST FOR COUNCIL ACTION

To: Council Members

Date: November 21, 2018

From: Sue McMillan, City Clerk

Sue McMillan, City Clerk

AGENDA ITEM: Ironwood Creek Erosion

AGENDA DATE REQUESTED: November 26, 2018

REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

RETURN WITH BID


**Local Public Agency
Formal Contract
Proposal**

PROPOSAL SUBMITTED BY		
Keppler Environmental, Inc.		
Contractor's Name		
P.O. Box 602		
Street	P.O. Box	
Athens,	IL	62613
City	State	Zip Code

STATE OF ILLINOIS

COUNTY OF Tazewell

(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE NO. Ironwood Creek Erosion Project

SECTION NO. _____

TYPES OF FUNDS Local☒ SPECIFICATIONS (required)☒ PLANS (required)**For Municipal Projects**

Submitted/Approved/Passed

☐ Mayor ☐ President of Board of Trustees ☒ Municipal Official

Date

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

RETURN WITH BID

NOTICE TO BIDDERS

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Ironwood Dr.

Sealed proposals for the improvement described below will be received at the office of City of Pekin City Clerk,
111 S. Capitol St. until 10:00 AM on November 20, 2018
 Address Time Date

Sealed proposals will be opened and read publicly at the office of the City of Pekin City Clerk
111 S. Capitol St. at 10:00 AM on November 20, 2018
 Address Time Date

DESCRIPTION OF WORK

Name Ironwood Creek Erosion Project Length: _____ feet (_____ miles)
 Location City of Pekin
 Proposed Improvement Reset section of existing concrete pipe, place precast concrete pipe end section, and place RR3
Riprap to control erosion around end section and in creek.

1. ~~Plans and proposal forms will be available in the office of~~ City Clerk, City Hall
111 S. Capitol Street Pekin, IL 61554
 Address

2. ☐ Prequalification

If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.

3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.

4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:

- a. BLR 12200: Local Public Agency Formal Contract Proposal
- b. BLR 12200a Schedule of Prices
- c. BLR 12230: Proposal Bid Bond (if applicable)
- ~~ek. BLR 12325: Apprenticeship or Training Program Certification (do not use for federally funded projects)~~
- e. ~~BLR 12326: Affidavit of Illinois Business Office~~

5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.

6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.

7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.

8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.

9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

RETURN WITH BID

PROPOSAL

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Ironwood Dr.

1. Proposal of Ironwood Creek Erosion Project

for the improvement of the above section by the construction of Reset section of existing concrete pipe, place precast concrete pipe end section, and place RR3 riprap to control erosion, and all related work.

a total distance of _____ feet, of which a distance of _____ feet, (_____ miles) are to be improved.

2. The plans for the proposed work are those prepared by City of Pekin and approved by the Department of Transportation on _____
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within _____ working days or by February 15, 2019 unless additional time is granted in accordance with the specifications.
6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to:
City of Pekin Treasurer of _____
 The amount of the check is _____ (_____).
7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check is placed in another proposal, it will be found in the proposal for: Section Number _____.
8. The successful bidder at the time of execution of the contract will not be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.
9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this contract.
12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.

Attachment: KEPPLER ENVIRONMENTAL INC (1574 : Ironwood Creek Erosion)



SCHEDULE OF PRICES

County Tazewell
Local Public Agency City of Pekin
Section _____
Route Ironwood

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Bidder's Proposal for making Entire Improvements

Item No.	Items	Unit	Quantity	Unit Price	Total
1	Stone Riprap, RR3	Tons	110	135.00	14,850.00
2	Reset Precast Concrete Pipe	L. Sum	1	3,080.00	3,080.00
3	Precast Concrete End Section	Each	1	2,950.00	2,950.00
5	Mobilization	L. Sum	1	3,800	3,800.00
	TOTAL OF QUOTE				24,680.00

Attachment: KEPPLER ENVIRONMENTAL INC (1574 : Ironwood Creek Erosion)

RETURN WITH BID

CONTRACTOR CERTIFICATIONS

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Ironwood Dr.

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative Code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be cancelled.

Attachment: KEPPLER ENVIRONMENTAL INC (1574 : Ironwood Creek Erosion)

RETURN WITH BID

SIGNATURES

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Ironwood Dr.

(If an individual)

Signature of Bidder _____

Business Address _____

(If a partnership)

Firm Name _____

Signed By _____

Business Address _____

Inset Names and Addressed of All Partners



(If a corporation)

Corporate Name Keppler Environmental, Inc.Signed By [Signature]

President

Business Address P.O. Box 62Athens, IL 62613

Insert Names of Officers

President Brandon Keppler

Secretary _____

Treasurer _____

Attest:

 Secretary

Attachment: KEPPLER ENVIRONMENTAL INC (1574 : Ironwood Creek Erosion)



Local Agency Proposal Bid Bond

RETURN WITH BID

Route Ironwood Drive
County Tazewell
Local Agency City of Pekin
Section _____

PAPER BID BOND

WE Keppler Environmental Management, Inc. as PRINCIPAL,

and American Contractors Indemnity Company as SURETY,

are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, *See Bel executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section. **See Below

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 13th day of November, 2018

Principal

Keppler Environmental Management, Inc.

(Company Name)

By: [Signature]
(Signature and Title)

Brandon M. Keppler, President

(If PRINCIPAL is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

By: _____
(Signature and Title)

Surety

American Contractors Indemnity Company

(Name of Surety)

By: [Signature]
(Signature of Attorney-in-Fact)

Jeremy Crawford, Attorney-in-Fact

STATE OF ILLINOIS, Menard

COUNTY OF Menard

I, Evelyn M. Marcum, a Notary Public in and for said county,
do hereby certify that Brandon M. Keppler

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this

20th day of November 2019

My commission expires

3-16-20

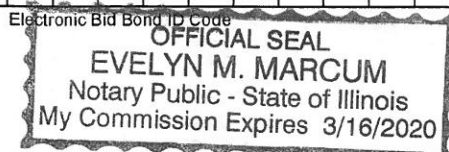
Evelyn M. Marcum
(Notary Public)

ELECTRONIC BID BOND

☐ Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Electronic Bid Bond ID Code



(Company/Bidder Name)

(Signature and Title)

Date



TOKIO MARINE
HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Jeremy Crawford, Michael D. Williams, William J. Nemec, Tanya Fukushima,
William Gerber or Michael E. Konzen of Golden Valley, Minnesota

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Five Million***** Dollars (***\$5,000,000.00***). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California
County of Los Angeles



By:

Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

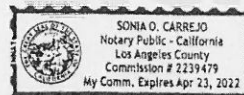
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Signature]

(seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 13th day of November, 2018.

Corporate Seals

Bond No. 1001125102-3

Agency No. 8219



Kio Lo, Assistant Secretary

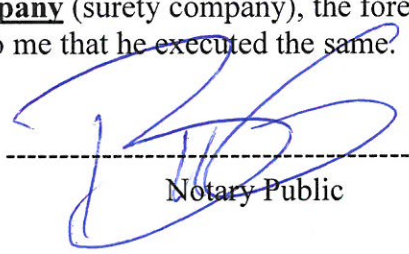
visit tmhcc.com/surety for more information

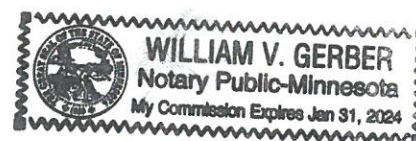
HCCSMANPOA06/2018

Acknowledgment of Surety

State of Minnesota
County of Hennepin

On this 13th day of November, 2018 before me personally appeared **Jeremy Crawford** who acknowledged that he or she is the attorney in fact who is authorized to sign on behalf of **American Contractors Indemnity Company** (surety company), the foregoing instrument, and he thereupon duly acknowledged to me that he executed the same.


Notary Public





CERTIFICATE OF LIABILITY INSURANCE

KEPPENV-02

6.7.a

CTEWELL

DATE (MM/DD/YYYY)

05/01/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER J.L. Hubbard Insurance and Bonds 1090 South Route 51 Forsyth, IL 62535	CONTACT NAME: Crysti Tewell PHONE (A/C, No, Ext): (217) 877-3344 3226 FAX (A/C, No): (217) 877-0795 E-MAIL ADDRESS: ctewell@jlhubbard.com														
INSURED Keppler Environmental Management, Inc. PO Box 62 Athens, IL 62613	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Auto-Owners Insurance</td><td>18988</td></tr><tr><td>INSURER B : Owners Insurance Company</td><td>32700</td></tr><tr><td>INSURER C : Accident Fund Insurance Co.</td><td>10166</td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Auto-Owners Insurance	18988	INSURER B : Owners Insurance Company	32700	INSURER C : Accident Fund Insurance Co.	10166	INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Auto-Owners Insurance	18988														
INSURER B : Owners Insurance Company	32700														
INSURER C : Accident Fund Insurance Co.	10166														
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			17460407065871	03/17/2018	03/17/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			5106587100	02/10/2018	02/10/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WCV6141442	03/17/2018	03/17/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,00 E.L. DISEASE - EA EMPLOYEE \$ 500,00 E.L. DISEASE - POLICY LIMIT \$ 500,00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: SAMPLE FOR PROOF OF COVERAGE

CERTIFICATE HOLDER**CANCELLATION**

Keppler Environmental Management, Inc
PO Box 62
Athens, IL 62613

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

RETURN WITH BID


**Local Public Agency
Formal Contract
Proposal**

PROPOSAL SUBMITTED BY		
Otto Baum Co., Inc.		
Contractor's Name		
866 N. Main St.		
Street		P.O. Box
Morton	IL	61550
City	State	Zip Code

STATE OF ILLINOIS

COUNTY OF Tazewell

(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE NO. Ironwood Creek Erosion Project

SECTION NO. _____

TYPES OF FUNDS Local☒ SPECIFICATIONS (required)☒ PLANS (required)**For Municipal Projects**

Submitted/Approved/Passed

☐ Mayor
 ☐ President of Board of Trustees
 ☒ Municipal Official

Date

Attachment: OTTO BAUM COMPANY INC (1574 : Ironwood Creek Erosion)

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

RETURN WITH BID

NOTICE TO BIDDERS

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Ironwood Dr.

Sealed proposals for the improvement described below will be received at the office of City of Pekin City Clerk,
111 S. Capitol St. until 10:00 AM on November 20, 2018
 Address Time Date

Sealed proposals will be opened and read publicly at the office of the City of Pekin City Clerk
111 S. Capitol St. at 10:00 AM on November 20, 2018
 Address Time Date

DESCRIPTION OF WORK

Name Ironwood Creek Erosion Project Length: _____ feet (_____ miles)
 Location City of Pekin
 Proposed Improvement Reset section of existing concrete pipe, place precast concrete pipe end section, and place RR3
Riprap to control erosion around end section and in creek.

1. Plans and proposal forms will be available in the office of City Clerk, City Hall
111 S. Capitol Street Pekin, IL 61554
 Address

2. ☐ Prequalification

If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.

3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.

4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:

- a. BLR 12200: Local Public Agency Formal Contract Proposal
- b. BLR 12200a Schedule of Prices
- c. BLR 12230: Proposal Bid Bond (if applicable)
- d. ~~BLR 12325: Apprenticeship or Training Program Certification (do not use for federally funded projects)~~
- e. ~~BLR 12326: Affidavit of Illinois Business Office~~

5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.

6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.

7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.

8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.

9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Attachment: OTTO BAUM COMPANY INC (1574 : Ironwood Creek Erosion)

RETURN WITH BID

PROPOSAL

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Ironwood Dr.

1. Proposal of Ironwood Creek Erosion Project

for the improvement of the above section by the construction of Reset section of existing concrete pipe, place precast concrete pipe end section, and place RR3 riprap to control erosion, and all related work.

a total distance of _____ feet, of which a distance of _____ feet, (_____ miles) are to be improved.

2. The plans for the proposed work are those prepared by City of Pekin and approved by the Department of Transportation on _____
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within _____ working days or by February 15, 2019 unless additional time is granted in accordance with the specifications.
6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to:
- City of Pekin Treasurer of _____
- The amount of the check is _____ Bid Bond (_____).
7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check is placed in another proposal, it will be found in the proposal for: Section Number not applicable.
8. The successful bidder at the time of execution of the contract will not be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.
9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this contract.
12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.

Attachment: OTTO BAUM COMPANY INC (1574 : Ironwood Creek Erosion)



OTTO BAUM COMPANY, INC.

C O N T R A C T O R S

MASONRY ■ CONCRETE ■ EARTHWORK ■ SITE/CIVIL ■ RESTORATIO

6.7.b

www.ottobaum.com

309-266-7114 ■ Fax 309-263-105
866 N. Main St. ■ ~~1101 Box 101~~ ■ Morton, IL 61555

Contact: Adam Watson, 309-266-7114

Job Name: Ironwood Creek Erosion - Pekin

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	Stone Riprap RR3	110.00	TONS	131.00	14,410.00
20	Reset Precast Concrete Pipe	1.00	LSUM	3,000.00	3,000.00
30	Precast Concrete End Section	1.00	EACH	5,360.00	5,360.00
40	Mobilization	1.00	LSUM	2,860.00	2,860.00
GRAND TOTAL					\$25,630.00

Attachment: OTTO BAUM COMPANY INC (1574 : Ironwood Creek Erosion)

RETURN WITH BID



SCHEDULE OF PRICES

County Tazewell
 Local Public Agency City of Pekin
 Section _____
 Route Ironwood

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Bidder's Proposal for making Entire Improvements

Item No.	Items	Unit	Quantity	Unit Price	Total
1	Stone Riprap, RR3	Tons	110		
2	Reset Precast Concrete Pipe	L. Sum	1		
3	Precast Concrete End Section	Each	1		
5	Mobilization	L. Sum	1		
TOTAL OF QUOTE					

Attachment: OTTO BAUM COMPANY INC (1574 : Ironwood Creek Erosion)

RETURN WITH BID

CONTRACTOR CERTIFICATIONS

County	Tazewell
Local Public Agency	City of Pekin
Section Number	
Route	Ironwood Dr.

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative Code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be cancelled.

Attachment: OTTO BAUM COMPANY INC (1574 : Ironwood Creek Erosion)

RETURN WITH BID

SIGNATURES

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Ironwood Dr.

(If an individual)

Signature of Bidder Not applicable

Business Address _____

(If a partnership)

Firm Name Not applicable

Signed By _____

Business Address _____

Inset Names and Addressed of All Partners



(If a corporation)

Corporate Name Otto Baum Co., Inc.

Signed By _____

President

Business Address 866 N. Main St., Morton IL 61550

*Insert Names of Officers

President Terry BaumSecretary Jedd RockeTreasurer Scott Wallace

Attest: _____

Secretary

Attachment: OTTO BAUM COMPANY INC (1574 : Ironwood Creek Erosion)



Local Agency Proposal Bid Bond

RETURN WITH BID

Route Ironwood Drive
County Tazewell
Local Agency City of Pekin
Section _____

PAPER BID BOND

WE _____ as PRINCIPAL,
and _____ as SURETY,

are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____

Principal

(Company Name)
By: _____
(Signature and Title)

(Company Name)
By: _____
(Signature and Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Surety

(Name of Surety)
By: _____
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS,
COUNTY OF _____
I, _____, a Notary Public in and for said county,
do hereby certify that _____

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____

My commission expires _____
(Notary Public)

ELECTRONIC BID BOND

☐ **Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)**

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Electronic Bid Bond ID Code

(Company/Bidder Name)

(Signature and Title)

Date



Local Agency Proposal Bid Bond

RETURN WITH BID

Route Ironwood Drive
County Tazewell
Local Agency City of Pekin
Section _____

PAPER BID BOND

WE Otto Baum Company, Inc. 866 N. Main St., Morton, IL 61550 as PRINCIPAL,
and Travelers Casualty and Surety Company of America as SURETY,

are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 20th day of November, 2018

Otto Baum Company, Inc.

By: Terry L. Baum (Signature and Title) President (Company Name) _____
(If PRINCIPAL is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Travelers Casualty and Surety Company of America
(Name of Surety)

Surety

By: Sue Dietrich (Signature of Attorney-in-Fact)
Sue Dietrich (Signature and Title)

STATE OF ILLINOIS,

COUNTY OF Tazewell

I, Andrea K. Clark, a Notary Public in and for said county,
do hereby certify that Terry L. Baum and Sue Dietrich

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 20th day of November, 2018

My commission expires

OFFICIAL SEAL
ANDREA K. CLARK
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 9-12-2020

Andrea K. Clark
(Notary Public)

ELECTRONIC BID BOND

☐ **Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)**

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Electronic Bid Bond ID Code

(Company/Bidder Name)

(Signature and Title)

Date



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Sue Dietrich**, of **Morton, Illinois**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney
 Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 20th day of November, 2018



Kevin E. Hughes
 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

RETURN WITH BID


**Local Public Agency
Formal Contract
Proposal**

PROPOSAL SUBMITTED BY		
The PIPCO Companies Ltd		
Contractor's Name		
1409 W. Altorfer Dr.		
Street	P.O. Box	
Peoria	IL	61615
City	State	Zip Code

STATE OF ILLINOIS

COUNTY OF Tazewell

(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE NO. Ironwood Creek Erosion Project

SECTION NO. _____

TYPES OF FUNDS Local☒ SPECIFICATIONS (required)☒ PLANS (required)**For Municipal Projects**

Submitted/Approved/Passed

☐ Mayor
 ☐ President of Board of Trustees
 ☒ Municipal Official

Date

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

RETURN WITH BID

NOTICE TO BIDDERS

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Ironwood Dr.

Sealed proposals for the improvement described below will be received at the office of City of Pekin City Clerk,
111 S. Capitol St. until 10:00 AM on November 20, 2018
 Address Time Date

Sealed proposals will be opened and read publicly at the office of the City of Pekin City Clerk
111 S. Capitol St. at 10:00 AM on November 20, 2018
 Address Time Date

DESCRIPTION OF WORK

Name Ironwood Creek Erosion Project Length: _____ feet (_____ miles)
 Location City of Pekin
 Proposed Improvement Reset section of existing concrete pipe, place precast concrete pipe end section, and place RR3
Riprap to control erosion around end section and in creek.

1. Plans and proposal forms will be available in the office of City Clerk, City Hall
111 S. Capitol Street Pekin, IL 61554
 Address
2. ☐ Prequalification
 If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.
3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.
4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
 - a. BLR 12200: Local Public Agency Formal Contract Proposal
 - b. BLR 12200a Schedule of Prices
 - c. BLR 12230: Proposal Bid Bond (if applicable)
 - d. ~~BLR 12325: Apprenticeship or Training Program Certification (do not use for federally funded projects)~~
 - e. ~~BLR 12326: Affidavit of Illinois Business Office~~
5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Attachment: PIPCO COMPANIES LTD (1574 : Ironwood Creek Erosion)

RETURN WITH BID

PROPOSAL

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Ironwood Dr.

1. Proposal of Ironwood Creek Erosion Project

for the improvement of the above section by the construction of Reset section of existing concrete pipe, place precast concrete pipe end section, and place RR3 riprap to control erosion, and all related work.

a total distance of _____ feet, of which a distance of _____ feet, (_____ miles) are to be improved.

2. The plans for the proposed work are those prepared by City of Pekin and approved by the Department of Transportation on _____
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within _____ working days or by February 15, 2019 unless additional time is granted in accordance with the specifications.
6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to:
City of Pekin Treasurer of _____
 The amount of the check is _____ (_____).
7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check is placed in another proposal, it will be found in the proposal for: Section Number _____.
8. The successful bidder at the time of execution of the contract will not be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.
9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this contract.
12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.

Attachment: PIPCO COMPANIES LTD (1574 : Ironwood Creek Erosion)



SCHEDULE OF PRICES

County Tazewell
Local Public Agency City of Pekin
Section _____
Route Ironwood

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Bidder's Proposal for making Entire Improvements

[illegible]

Attachment: PIPCO COMPANIES LTD (1574 : Ironwood Creek Erosion)

RETURN WITH BID

CONTRACTOR CERTIFICATIONS

County	Tazewell
Local Public Agency	City of Pekin
Section Number	
Route	Ironwood Dr.

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative Code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be cancelled.

Attachment: PIPCO COMPANIES LTD (1574 : Ironwood Creek Erosion)

RETURN WITH BID

SIGNATURES

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Ironwood Dr.

(If an individual)

Signature of Bidder _____

Business Address _____

(If a partnership)

Firm Name _____

Signed By _____

Business Address _____

Inset Names and Addressed of All Partners



(If a corporation)

Corporate Name The PIPCO Companies Ltd

Signed By _____

President

Business Address 1409 W. Altorfer Dr.
Peoria, IL 61615

Insert Names of Officers

President Stephen M CicciarelliSecretary Karen M ShadidTreasurer Karen M Shadid

Attest: _____

Secretary

Attachment: PIPCO COMPANIES LTD (1574 : Ironwood Creek Erosion)

RETURN WITH BID

Route	Ironwood Drive
County	Tazewell
Local Agency	City of Pekin
Section	

WE The PIPCO Companies, Ltd. as PRINCIPAL,

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation
National Casualty Company, an Ohio corporation

AMCO Insurance Company, an Iowa corporation
Allied Property and Casualty Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

MICHAEL G. POWERS
CHRISTOPHER M. TATE
TERRY L. WELTY
DIANE M. SWART

JEFFREY K. PETERSON
SUSAN SLEVA
T JAY JANSEN

KEVIN J. LUNE
TERESA C. WEST
TIMOTHY D. NEUHAUSER

GALESBURG IL

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

FOUR MILLION AND NO/100 DOLLARS

\$ 4,000,000.00

and to bind the Company thereby, as fully and to the same extent as if such Instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of May, 2017.

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company, National Casualty Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 1st day of May, 2017, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

BARRY T. BASSIS
Notary Public, State of New York
No. 02BA4656400
Qualified in New York County
Commission Expires April 30, 2019

Notary Public
My Commission Expires
April 30, 2019

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 19th day of November, 2018.

This power of attorney expires: April 30, 2019

Assistant Secretary



City of Pekin

Department of Public Works

SUMMARY OF WORK

The City of Pekin is accepting bids to reset a section of existing concrete pipe, place a new precast concrete end section, place riprap to control erosion, and all associated work.

All work shall be substantially complete by February 15, 2019 unless extension granted by the City Engineer due to weather restrictions. Seeding and completion of site restoration shall be completed in the spring when planting conditions are better.

All questions can be directed to Mike Guerra at (309) 478-5348 or Josie Esker at (309) 478-5399.

SCOPE OF WORK

It is understood and agreed that the quantities mentioned herein for unit price items are only approximate and are assumed SOLELY for the comparison of quantities of the various classes of work that are to be performed under the Contract, and that if awarded, the Contract for the WORK therein mentioned, the undersigned will not make any claim for damages or for loss of profits, or for an extension of time for the performance of the WORK because of difference between the quantities of the various classes of work assumed for comparison of bids and the quantities of work actually performed. It is understood that there may be unforeseen circumstances that may result in additional work. Prior approval from the City Engineer will be required before that work will be authorized to be performed.

All work will be done in accordance with the Illinois Department of Transportation Standard Specification for Road and Bridge Construction adopted April 1, 2016, and the most current edition of the Illinois Department of Transportation Supplemental Specifications. In addition to the following:

Stone Riprap, RR3 (Tons) – This work shall include furnishing and placing RR3 Stone Riprap, Quality B to the approximate dimensions shown in the plans and to the satisfaction of the Engineer. Only approximately 40 cubic yards of excavation in the channel is expected; this shall be included in the cost of Stone Riprap RR3.

Reset Precast Concrete Pipe (Lump Sum) – The existing concrete pipe has approximately eight feet of ground cover. The 24-inch diameter concrete pipe section that needs to be reset is approximately eight feet long. This work shall consist of excavating the material above the pipe, resetting the pipe to the correct grade, properly sealing the pipe joint with mastic to prevent infiltration, and backfilling the excavation.

Precast Concrete End Section (Each) – This work shall consist of furnishing a concrete end section for a 24-inch diameter concrete pipe, placing the end section, and pouring a concrete collar as necessary where the existing pipe meets the new end section. See standard 542301-03 for precast reinforced concrete flared end section. This work will also include providing an FES Trash Guard by Oldcastle Precast or equal for a 24-inch diameter precast concrete flared end section and installing the trash guard to the manufacturer's specifications.

Mobilization (Lump Sum) – This work shall consist of preparatory work and operations necessary for the movement of personnel, equipment, supplies, incidentals to the project site, facilities necessary for the work on the project and for all other work or operations which must be performed or cost incurred when beginning work on the project.

Michael Guerra, P.E., City Engineer
111 South Capitol Street, Pekin, IL 61554
Phone (309) 477-2300 * Fax (309) 346-2095 * Email: mmguerra@ci.pekin.il.us

Attachment: PIPCO COMPANIES LTD (1574 : Ironwood Creek Erosion)

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," in effect on the date of invitation for bids. These special provisions included herein apply to and govern the proposed improvement and in case of conflict with any part or parts of said specifications, said special provisions shall take precedence and shall govern.

CONTRACTOR INFORMATION:

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

- Certificate of insurance; minimum \$1,000,000 coverage
 - The City of Pekin and the Pekin Moose #916 shall be named as additional insured.
- One year warranty on all completed work to be delivered to municipality.
- Day and night phone numbers for the contractor's representative
- Certified Weekly Payrolls and Monthly Equal Employment Opportunity Reports
- Start date and proposed schedule of work

PREVAILING WAGE:

Contractor shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Wages of Employees on Public Works Act (820 ILCS 130/1-12).

SCHEDULE OF CONSTRUCTION:

Contractor will coordinate with the Engineer prior to beginning any work. A preconstruction meeting will be held prior to any work being performed. This meeting will be scheduled following the award of the project.

RIGHTS OF THE MUNICIPALITY:

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

TREES/SEEDING/EROSION CONTROL:

Any seeding and erosion control required because of disturbance by construction shall be completed under Engineer's direction. This work and all materials required to perform this work is minimal and shall be incidental to the contract. Any trees that the Contractor wishes to remove for ease of construction shall be approved by the Engineer prior to removal. No additional payment shall be allowed for tree removal. Include tree removal in existing unit price bid items as necessary. All de-grubbing shall be included in the cost of the contract.

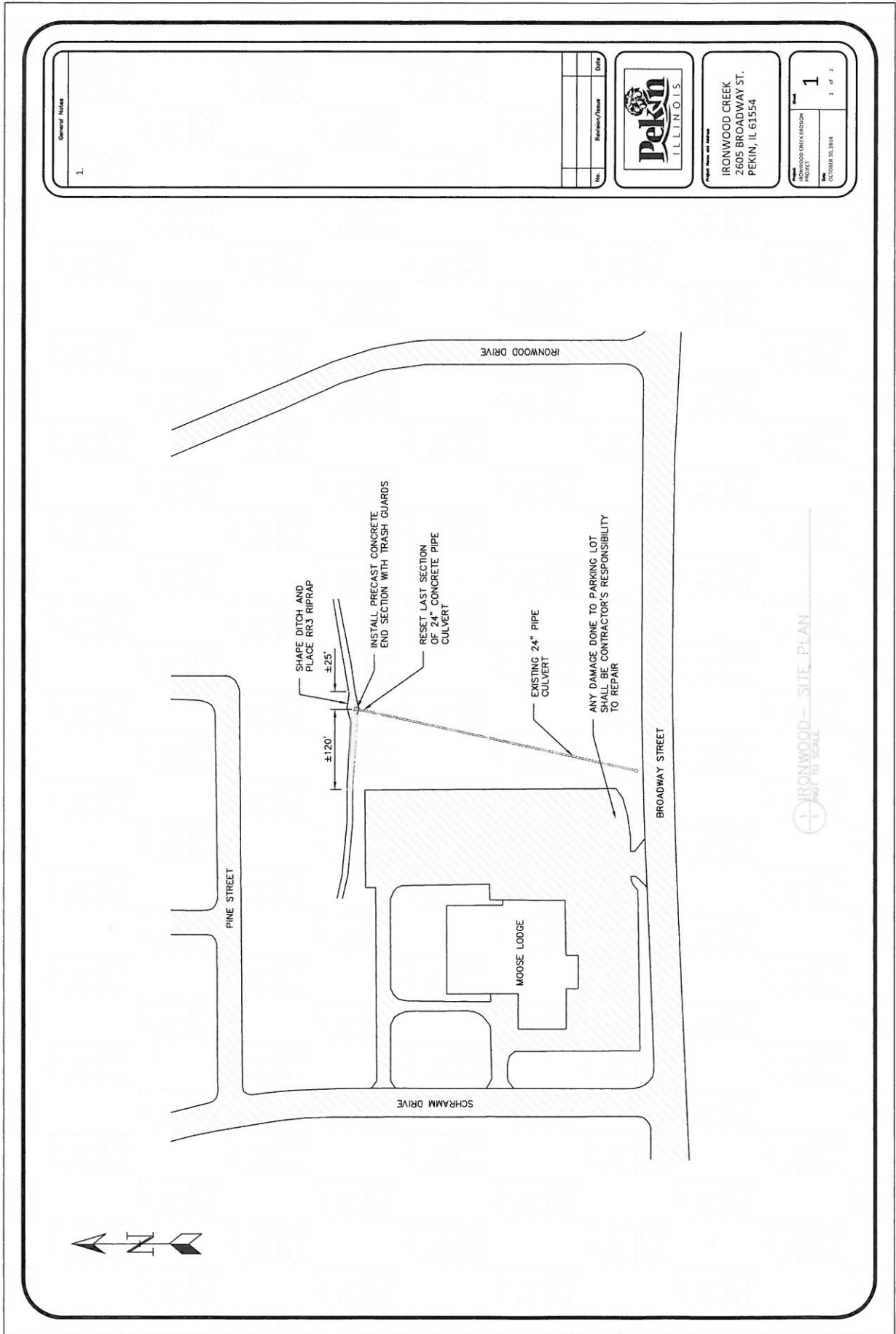
PUBLIC SAFETY AND CONVENIENCE:

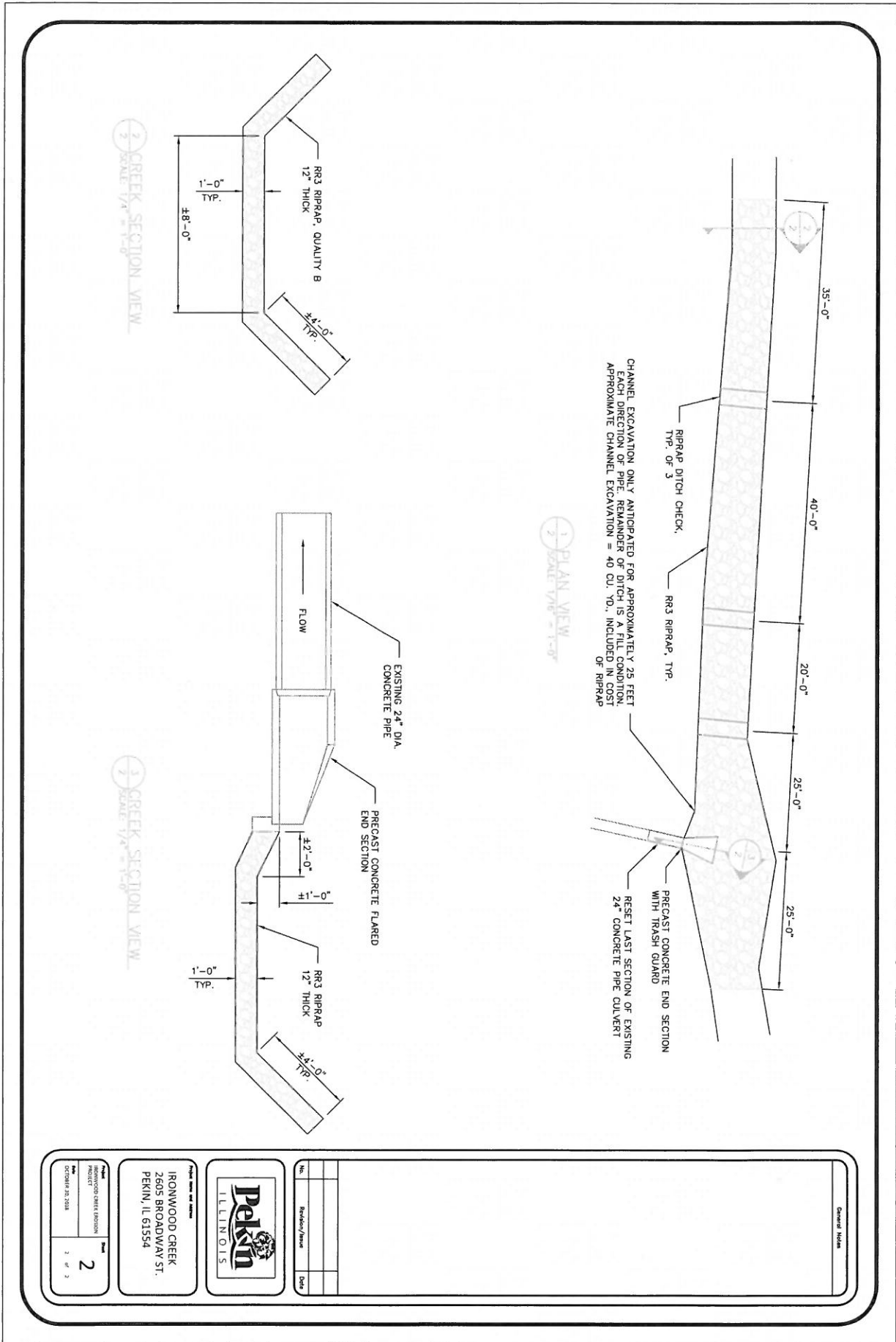
The contractor shall at all times conduct his work so as to ensure the least possible obstructions to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property in a manner satisfactory to the Engineer.

PAYMENTS:

Payments will be made at the completion of the repairs and will require the following documentation: Payrolls, Riprap tickets from a IDOT approved quarry.

Michael Guerra, P.E., City Engineer
 111 South Capitol Street, Pekin, IL 61554
 Phone (309) 477-2300 * Fax (309) 346-2095 * Email: mmguerra@ci.pekin.il.us





PIPE DIA.	APPROX. QTY. lbs. (kg)	WALL	A	B	C	D	E	G	R	APPROX. SLOPE
12 (300)	530 (240)	2 (51)	4 (102)	24 (610)	4'-0 1/2" (1,241 mm)	6'-0 1/2" (1,851 mm)	24 (610)	2 (51)	9 (229)	1:2.4
15 (375)	740 (335)	2 1/2 (64)	6 (152)	27 (686)	3'-10" (1,168 mm)	6'-1" (1,854 mm)	30 (762)	2 1/2 (64)	11 (280)	1:2.4
18 (450)	990 (450)	2 1/2 (64)	9 (229)	35 (886)	3'-10" (1,168 mm)	6'-1" (1,854 mm)	36 (914)	2 1/2 (64)	12 (305)	1:2.4
21 (525)	1280 (580)	2 1/2 (64)	9 (229)	35 (886)	3'-6" (1,067 mm)	6'-1" (1,854 mm)	36 (914)	2 1/2 (64)	13 (330)	1:2.4
24 (600)	1570 (690)	3 (76)	9 1/2 (241)	37 1/2 (940)	3'-3 1/2" (1,015 mm)	6'-1 1/2" (1,854 mm)	4'-0" (1,219 mm)	3 (76)	14 (356)	1:2.5
27 (675)	1930 (875)	3 1/2 (89)	10 1/2 (267)	41 (1,041)	4'-0" (1,219 mm)	6'-1 1/2" (1,854 mm)	4'-4" (1,372 mm)	3 1/2 (89)	14 1/2 (368)	1:2.4
30 (750)	2190 (995)	3 1/2 (89)	12 (305)	4'-6" (1,375 mm)	19 1/2" (502 mm)	6'-1 1/2" (1,854 mm)	5'-0" (1,524 mm)	3 1/2 (89)	15 (381)	1:2.5
33 (825)	3200 (1,450)	3 1/2 (89)	13 1/2 (343)	4'-10 1/2" (1,486 mm)	39 1/2" (997 mm)	6'-1 1/2" (1,854 mm)	5'-6" (1,676 mm)	3 1/2 (89)	17 1/2 (445)	1:2.5
36 (900)	4100 (1,860)	4 (102)	15 (381)	5'-3" (1,601 mm)	34 1/2" (883 mm)	6'-1 1/2" (1,854 mm)	6'-0" (1,829 mm)	4 (102)	20 (508)	1:2.5
42 (1,050)	5380 (2,440)	4 1/2 (114)	21 (533)	5'-3" (1,601 mm)	35 (889 mm)	6'-2" (1,880 mm)	6'-6" (1,981 mm)	4 1/2 (114)	22 (559)	1:2.5
48 (1,200)	6550 (2,970)	5 (127)	24 (610)	6'-0" (1,829 mm)	26 (660 mm)	6'-2" (1,880 mm)	7'-0" (2,134 mm)	5 (127)	22 (559)	1:2.5
54 (1,350)	8240 (3,740)	5 1/2 (140)	27 (686)	6'-5" (1,955 mm)	35 (889 mm)	6'-4" (1,930 mm)	7'-6" (2,286 mm)	5 1/2 (140)	24 (610)	1:2.0
60 (1,500)	8730 (3,960)	6 (152)	35 (889)	6'-5" (1,955 mm)	39 (991 mm)	6'-3" (1,915 mm)	8'-0" (2,438 mm)	6 (152)	25 (635)	1:1.9
66 (1,650)	10710 (4,860)	6 1/2 (165)	30 (762)	6'-0" (1,829 mm)	27 (686 mm)	6'-3" (1,915 mm)	8'-6" (2,591 mm)	6 1/2 (165)	27 (686)	1:1.7
72 (1,800)	12520 (5,680)	7 (178)	36 (914)	6'-6" (1,981 mm)	21 (533 mm)	6'-3" (1,915 mm)	9'-0" (2,743 mm)	7 (178)	28 (712)	1:1.8
78 (1,950)	14770 (6,700)	7 1/2 (191)	36 (914)	7'-6" (2,286 mm)	21 (533 mm)	9'-3" (2,830 mm)	9'-6" (2,896 mm)	7 1/2 (191)	28 (712)	1:1.8
84 (2,100)	18160 (8,240)	8 (203)	36 (914)	7'-6" (2,286 mm)	21 (533 mm)	9'-3" (2,830 mm)	10'-0" (3,048 mm)	8 (203)	28 (712)	1:1.6

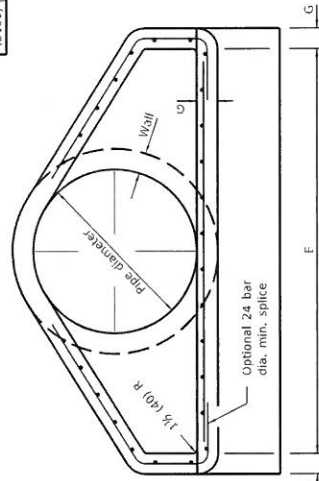
* Radius as furnished by manufacturer

GENERAL NOTES

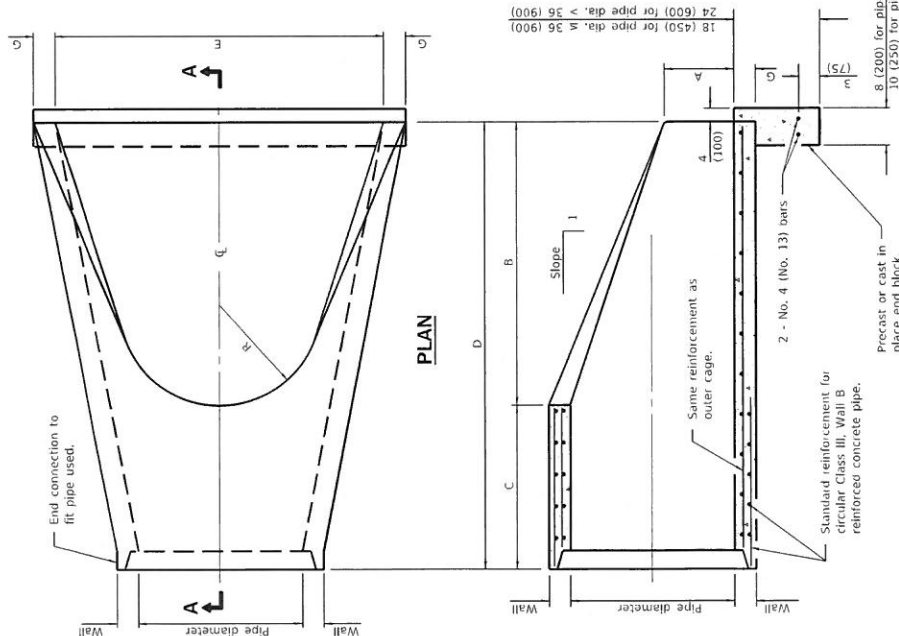
All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V:H).

All dimensions are in inches (millimeters) unless otherwise shown.

END VIEW



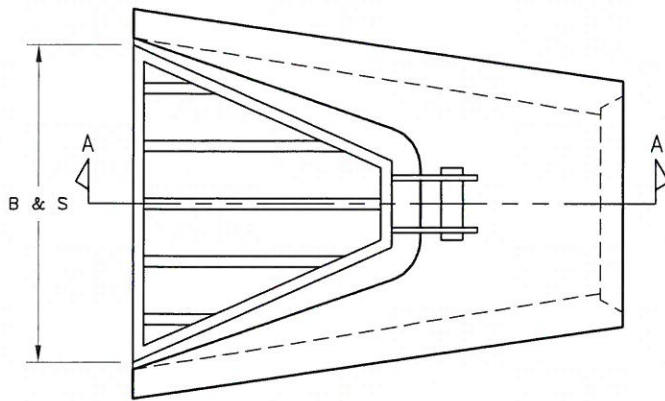
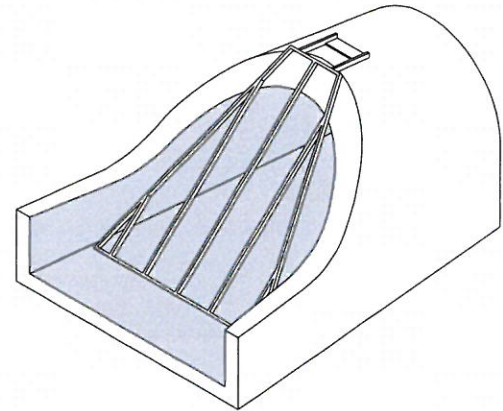
SECTION A-A



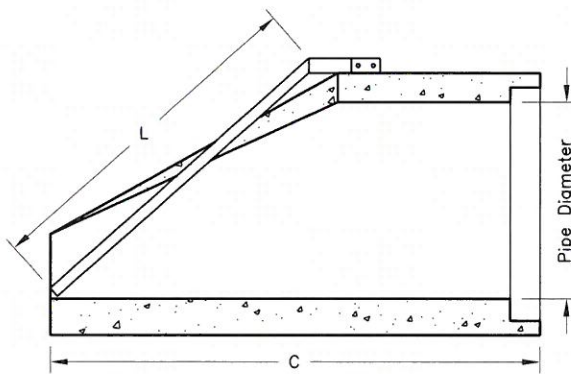
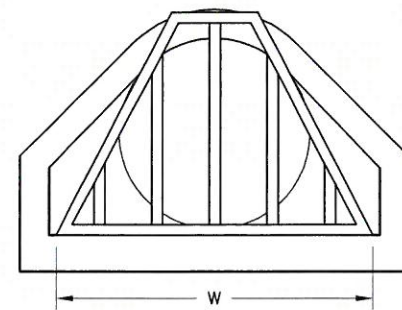
Illinois Department of Transportation	ISSUED: 1-1-97
APPROVED: <i>[Signature]</i> January 1, 2011	
ENGINEER: <i>[Signature]</i> January 1, 2011	
APPROVED: <i>[Signature]</i> January 1, 2011	
ENGINEER OF DESIGN AND ENVIRONMENT	

PRECAST REINFORCED CONCRETE FLARED END SECTION

STANDARD 542301-03

**Plan View****Isometric View**

(For Reference Only)

**Section A-A****End View**

Pipe Diameter	Trash Rack Width W (in.)	Trash Rack Length L (in.)	Total # of Bars B	Bar Spacing S (in.)
12"	21.00"	30.00"	3	6.0"
15"	28.00"	32.00"	3	6.5"
18"	33.00"	34.00"	3	8.0"
24"	40.00"	47.50"	5	8.0"
30"	55.00"	63.00"	5	9.0"
36"	58.00"	71.25"	6	8.0"
42"	64.00"	76.00"	7	8.0"
48"	70.00"	82.75"	9	8.0"
54"	84.00"	84.00"	14	6.0"
60"	94.00"	90.00"	22	6.0"
72"	106.0"	106.0"	22	6.0"

Ironwood Creek Erosion Project

Prevailing Wage Rates

Effective Date	County	Trade Title	Region	Type	Class	Base Wage	Foreman Wage	OT M-F	OT Sa	OT Su	OT Hol	H/W	Pension	Vacation	Training	Other Fringe Benefit
8/15/2018	Tazewell	ASBESTOS ABT-GEN	NW	BLD		26.89	28.39	1.5	1.5	2	2	7.8	18.85	0	0.8	0
8/15/2018	Tazewell	ASBESTOS ABT-GEN	NW	HWY		30.53	32.03	1.5	1.5	2	2	8.2	21.45	0	0.85	0
8/15/2018	Tazewell	ASBESTOS ABT-GEN	SE	BLD		28	29.5	1.5	1.5	2	2	9	14.57	0	0.8	0
11/5/2018	Tazewell	ASBESTOS ABT-MEC	All	BLD		32.78	35.28	1.5	1.5	2	2	12.92	11.82	0	0.72	0
8/15/2018	Tazewell	BOILERMAKER	All	BLD		40	43	2	2	2	2	7.07	18.19	0	0.4	0
8/15/2018	Tazewell	BRICK MASON	All	BLD		34.1	35.6	1.5	1.5	2	2	10.35	11.32	0	0.82	0
8/15/2018	Tazewell	CARPENTER	All	BLD		32.46	34.46	1.5	1.5	2	2	8.45	17.1	0	0.89	0
8/15/2018	Tazewell	CARPENTER	All	HWY		34.66	36.91	1.5	1.5	2	2	8.55	18.6	0	0.6	0
8/15/2018	Tazewell	CEMENT MASON	All	BLD		31.03		1.5	1.5	2	2	8.5	16.9	0	0.62	0.34
8/15/2018	Tazewell	CEMENT MASON	All	HWY		32.73	34.23	1.5	1.5	2	2	8.5	17.27	0	0.63	0
8/15/2018	Tazewell	CERAMIC TILE FNSHER	All	BLD		31.78	31.78	1.5	1.5	2	2	10.35	11.32	0	0.8	0
8/15/2018	Tazewell	ELECTRIC PWR EQMT OP	All	ALL		45.09	56.52	1.5	1.5	2	2	7.1	12.62	0	0.45	0
8/15/2018	Tazewell	ELECTRIC PWR GRNDMAN	All	ALL		30.81	56.52	1.5	1.5	2	2	6.67	8.62	0	0.31	0
8/15/2018	Tazewell	ELECTRIC PWR LINEMAN	All	ALL		50.11		1.5	1.5	2	2	7.25	14.03	0	0.79	0
8/15/2018	Tazewell	ELECTRIC PWR TRK DRV	All	ALL		32.32	56.52	1.5	1.5	2	2	6.72	9.05	0	0.32	0
8/15/2018	Tazewell	ELECTRICIAN	All	BLD		36.51		1.5	1.5	2	2	7.65	11.64	0	0.8	0
8/15/2018	Tazewell	ELECTRONIC SYS TECH	All	BLD		28.02		1.5	1.5	2	2	0	2.24	0	0	16.7
8/15/2018	Tazewell	ELEVATOR CONSTRUCTOR	All	BLD		44.78	50.38	2	2	2	2	15.43	16.61	3.58	0.61	0
8/15/2018	Tazewell	GLAZIER	All	BLD		35.37		1.5	1.5	2	2	10.85	8.3	0	1.25	0
11/5/2018	Tazewell	HT/FROST INSULATOR	All	BLD		43.7	46.2	1.5	1.5	2	2	12.92	13.16	0	0.72	0
8/15/2018	Tazewell	IRON WORKER	All	BLD		32.41	34.31	1.5	1.5	2	2	11.01	16.32	0	0.74	0.57
8/15/2018	Tazewell	IRON WORKER	All	HWY		37.44	39.44	1.5	1.5	2	2	11.01	8.41	0	0	8.95
8/15/2018	Tazewell	LABORER	NW	BLD		25.89		1.5	1.5	2	2	7.8	18.85	0	0.8	0
8/15/2018	Tazewell	LABORER	NW	HWY		32.61		1.5	1.5	2	2	6.3	16.96	0	0.8	4.15
8/15/2018	Tazewell	LABORER	SE	BLD		28.62	34.55	1.5	1.5	2	2	9.25	15	0	0.8	0.51
8/15/2018	Tazewell	LABORER	SE	HWY		32.61	34.11	1.5	1.5	2	2	9.25	17.5	0	0.8	0
8/15/2018	Tazewell	LATHER	All	BLD		32.46	34.71	1.5	1.5	2	2	8.55	18	0	0.54	0
8/15/2018	Tazewell	MACHINERY MOVER	All	HWY		35.98	37.98	1.5	1.5	2	2	9.49	13.91	0	0	0
8/15/2018	Tazewell	MACHINIST	All	BLD		48.38	50.88	1.5	1.5	2	2	7.23	8.95	1.85	1.47	0
8/15/2018	Tazewell	MARBLE FINISHERS	All	BLD		31.78	31.78	1.5	1.5	2	2	10.35	11.32	0	0.8	0
8/15/2018	Tazewell	MARBLE MASON	All	BLD		34.02	35.27	1.5	1.5	2	2	10.35	11.32	0	0.82	0
8/15/2018	Tazewell	MILLWRIGHT	All	BLD		31.74		1.5	1.5	1.5	1.5	8.45	17.72	0	0.54	0
8/15/2018	Tazewell	MILLWRIGHT	All	HWY		35.01	37.26	1.5	1.5	2	2	8.55	18.8	0	0.52	0
8/15/2018	Tazewell	OPERATING ENGINEER	All	BLD	1	39.69		1.5	1.5	1.5	1.5	9	19.23	0	3	0
8/15/2018	Tazewell	OPERATING ENGINEER	All	BLD	2	37.07	43.01	1.5	1.5	2	2	10	19.73	0	3.3	0
8/15/2018	Tazewell	OPERATING ENGINEER	All	BLD	3	32.12		1.5	1.5	1.5	1.5	8	19.23	0	3	1
10/26/2018	Tazewell	OPERATING ENGINEER	All	HWY	1	40.02		1.5	1.5	2	2	10	19.73	0	3.3	0
8/15/2018	Tazewell	OPERATING ENGINEER	All	HWY	2	36.83		1.5	1.5	2	2	0	19.23	0	0	12
8/15/2018	Tazewell	OPERATING ENGINEER	All	HWY	3	32.22	43.02	1.5	1.5	2	2	10	19.73	0	3.3	0
8/15/2018	Tazewell	PAINTER	All	ALL		36.1		1.5	1.5	1.5	2	11.55	8.2	0	1.35	0
8/15/2018	Tazewell	PAINTER SIGNS	All	BLD		38.2	43.25	1.5	1.5	2	2	2.6	3.25	0	0	0
8/15/2018	Tazewell	PILEDRIIVER	All	BLD		33.46	35.71	1.5	1.5	2	2	8.55	18	0	0.54	0

Effective Date	County	Trade Title	Region	Type	Class	Base Wage	Foreman Wage	OT M-F	OT Sa	OT Su	OT Hol	H/W	Pension	Vacation	Training	Other Fringe Benefit
8/15/2018	Tazewell	PILED DRIVER	ALL	HWY		34.04	36.29	1.5	1.5	2	2	8.45	17.5	0	0.52	0
8/15/2018	Tazewell	PIPEFITTER	ALL	BLD		39.5	43.85	1.5	1.5	2	2	7.25	12.78	0	1.16	0
8/15/2018	Tazewell	PLASTERER	ALL	BLD		29.91	31.16	1.5	1.5	2	2	8.65	17.24	0	0.8	0
8/15/2018	Tazewell	PLUMBER	ALL	BLD		35.57		1.5	1.5	2	2	8	13.86	0	0.9	0
8/15/2018	Tazewell	ROOFER	ALL	BLD		31		1.5	1.5	1.5	1.5	9	9.2	0	0.3	0
8/15/2018	Tazewell	SHEETMETAL WORKER	ALL	BLD		33.47	35.14	1.5	1.5	2	2	9.87	17.49	0	0.95	0
8/15/2018	Tazewell	SIGN HANGER	ALL	HWY		36.82	38.82	1.5	1.5	2	2	10.66	15.47	0	0.64	0
8/15/2018	Tazewell	SPRINKLER FITTER	ALL	BLD		45.62	45.62	1.5	1.5	2	2	9.67	9.8	0	0.77	0
8/15/2018	Tazewell	STEEL ERECTOR	ALL	HWY		36.82	38.82	1.5	1.5	2	2	10.66	15.47	0	0.64	0
8/15/2018	Tazewell	STONE MASON	ALL	BLD		34.1	35.6	1.5	1.5	2	2	10.35	11.32	0	0.82	0
8/15/2018	Tazewell	TERRAZZO FINISHER	ALL	BLD		31.78	31.78	1.5	1.5	2	2	10.35	11.32	0	0.8	0
8/15/2018	Tazewell	TERRAZZO MASON	ALL	BLD		34.02	35.27	1.5	1.5	2	2	10.35	11.32	0	0.82	0
8/15/2018	Tazewell	TILE MASON	ALL	BLD		34.02	35.27	1.5	1.5	2	2	10.35	11.32	0	0.82	0
8/15/2018	Tazewell	TRUCK DRIVER	ALL	ALL	1	37.06	41.07	1.5	1.5	2	2	12.65	6.12	0	0.25	0
8/15/2018	Tazewell	TRUCK DRIVER	ALL	ALL	2	36.67		1.5	1.5	2	2	0	5.89	0	0	12.41
8/15/2018	Tazewell	TRUCK DRIVER	ALL	ALL	3	37.85		1.5	1.5	2	2	11.65	6.12	0	0.25	1.03
8/15/2018	Tazewell	TRUCK DRIVER	ALL	ALL	4	38.2	41.07	1.5	1.5	2	2	12.65	6.12	0	0.25	0
8/15/2018	Tazewell	TRUCK DRIVER	ALL	ALL	5	39.21	41.07	1.5	1.5	2	2	12.65	6.12	0	0.25	0
8/15/2018	Tazewell	TRUCK DRIVER	ALL	O&C	1	29.65	32.86	1.5	1.5	2	2	12.65	6.12	0	0.25	0
8/15/2018	Tazewell	TRUCK DRIVER	ALL	O&C	2	30.08	32.86	1.5	1.5	2	2	12.65	6.12	0	0.25	0
8/15/2018	Tazewell	TRUCK DRIVER	ALL	O&C	3	30.28	32.86	1.5	1.5	2	2	12.65	6.12	0	0.25	0
8/15/2018	Tazewell	TRUCK DRIVER	ALL	O&C	4	30.56	32.86	1.5	1.5	2	2	12.65	6.12	0	0.25	0
8/15/2018	Tazewell	TRUCK DRIVER	ALL	O&C	5	31.37	32.86	1.5	1.5	2	2	12.65	6.12	0	0.25	0
8/15/2018	Tazewell	TUCK POINTER	ALL	BLD		34.1	35.6	1.5	1.5	2	2	10.35	11.32	0	0.82	0



PIPCO-1

6.7.c

OP ID: SU

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/02/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Miller Dredge / Envision Group 7150 N. University Peoria, IL 61614 Jeff K. Peterson	309-683-1100	CONTACT NAME: Sue Sleva PHONE (A/C, No, Ext): 309-683-1100 FAX (A/C, No): 309-683-1104 E-MAIL ADDRESS: ssleva@envisionins.com
INSURED The PIPCO Companies, LTD 1409 W. Altorfer Drive Peoria, IL 61615		INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Insurance Group NAIC # 38288 INSURER B: Travelers Insurance Company 19046 INSURER C: Nautilus Insurance Company INSURER D: INSURER E: INSURER F:

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY) POLICY EXP (MM/DD/YYYY) LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ XCU ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			83UENOD1068	01/01/2018 01/01/2019 EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			83UENOD1069	01/01/2018 01/01/2019 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10000			ZUP12P5517018NF	01/01/2018 01/01/2019 EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	83WEOD1067	01/01/2018 01/01/2019 ☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab			CEO6012285115	01/01/2018 01/01/2019 Limit 2,000,000
C	Pollution Liab			CEO6012285115	01/01/2018 01/01/2019 Limit 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
FORBIDD	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

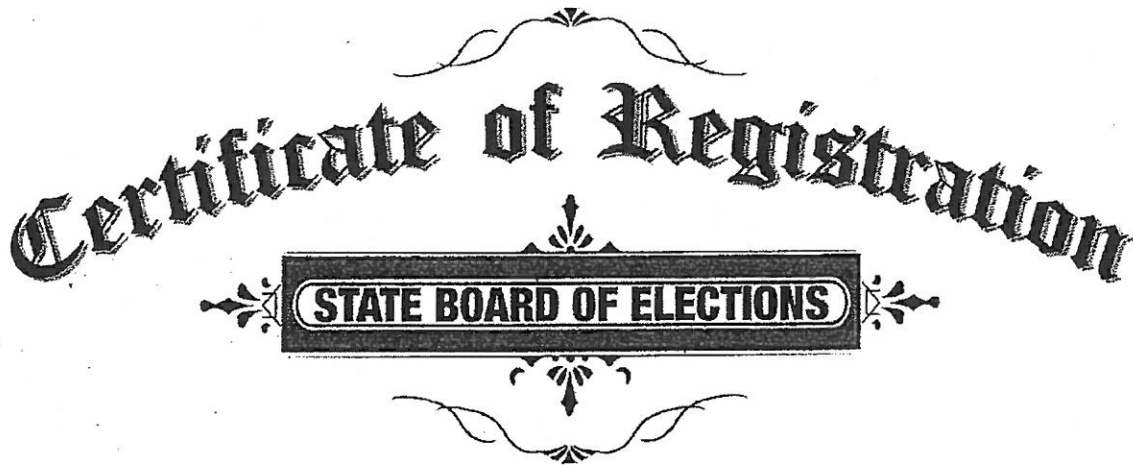
ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Packet Pg. 150

Attachment: PIPCO COMPANIES LTD (1574 : Ironwood Creek Erosion)



Registration No. 13572

THE PIPCO CO LTD
1409 W. ALTORFER DRIVE
PEORIA IL 61615

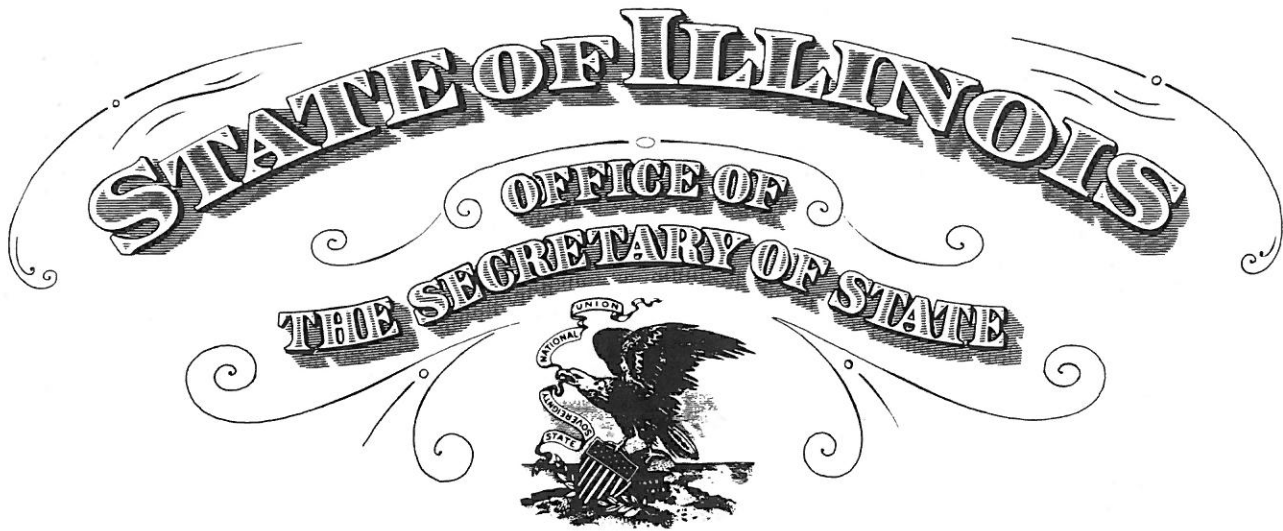
Information for this business last updated on:
Thursday, August 27, 2009

Certificate produced on Thursday, August 27, 2009 at 11:43 AM



File Number

1364-165-0



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

THE PIPCO COMPANIES, LTD., INCORPORATED IN DELAWARE AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON MARCH 28, 1960, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.

In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 15TH
day of AUGUST A.D. 2018 .



Authentication #: 1822701248 verifiable until 08/15/2019
 Authenticate at: <http://www.cyberdriveillinois.com>

Jesse White

SECRETARY OF STATE

Attachment: PIPCO COMPANIES LTD (1574 : Ironwood Creek Erosion)

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

NATIONAL AUTOMATED SPRINKLER INDUSTRY
LOCAL UNION 669 EDUCATION FUND

*Registered as part of the National Apprenticeship System
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*

July 20, 2006 (Revised)

Date

ZA002530001

Registration No.



Loi. Chao
Secretary of Labor

William S. Sawyer
Assistant Secretary for Apprenticeship

6.7.c

Attachment: PIPCO COMPANIES LTD (1574 : Ironwood Creek Erosion)

United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services
Bureau of Apprenticeship and Training

Certificate of Registration

Sheet Metal Workers Local #1 and the Central Illinois
Chapter of SMACNA, Inc., Peoria Heights, Illinois
For the Trades of Sheet Metal Worker, Heating & Air Conditioning Installer-
Servicer and Customer Service Representative
Registered as part of the National Apprenticeship Program

in accordance with the basic standards of apprenticeship
established by the Secretary of Labor

May 29, 1945

Revised August 7, 2002

IL007450001

Registration: XG

Lo Z. Chao
Secretary of Labor

Anthony S. Sings
Administrator, Apprenticeship Training, Employer and Labor Services

United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services
Bureau of Apprenticeship and Training

Certificate of Registration

Joint Apprenticeship and Training Committee of Plumbers Local Union 63
East Peoria, Illinois

Plumber

*Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*

Registered December 31, 1978

Date Revised August 19, 2008

IL007-780008

Registration No.



L. F. Chao
Secretary of Labor

Anthony Surge
Administrator, Apprenticeship Training, Employer and Labor Services

United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services
Bureau of Apprenticeship and Training

Certificate of Registration
Joint Apprenticeship and Training Committee of Steamfitters Local 353
Peoria, Illinois

Pipefitter
Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor

Date January 22, 2007

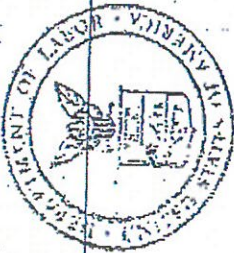
11007-780009
Registration No.

L. L. Chen
Secretary of Labor

Anthony Surace
Administrator, Apprenticeship Training, Employer and Labor Services



Office of Apprenticeship and Training Department of Labor



Bureau of Apprenticeship and Training Certificate of Registration

ILLINOIS LABORERS' AND CONTRACTORS' TRAINING TRUST FUND
MOUNT STERLING, ILLINOIS

FOR THE TRADE OF CONSTRUCTION CRAFT LABORER
Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor

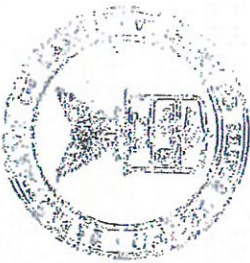
FEBRUARY 3, 1997
Date

11.001 - 0012
Registration No.

Robert B. Bell
Secretary of Labor

Anthony Duvoigt
Director, Bureau of Apprenticeship and Training

The United States Department of Labor



Bureau of Apprenticeship and Training

Certificate of Registration

*International Association of Heat & Frost Insulators
Local 17, I.A.F.C., Chicago, Illinois*

*For the Trade of Insulation Worker,
Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*

Date September 7, 1990

Revision

IL 012-0430

Registration No.

Alfred M. Henne

Secretary of Labor

Anthony Duvoque
Director, Bureau of Apprenticeship and Training



REFERENCES

INSTITUTIONAL:

Bradley University
1501 W Bradley Ave
Peoria, IL 61625
Rollin Arnett
309-231-0468
rollin@bradley.edu

Illinois Central College
1 College Drive
East Peoria, IL 61635
Ryne Meardy
309-694-5121
ryne.meardy@icc.edu

Dunlap CUSD # 323
3020 W Willow Knolls
Road
Peoria, IL 61614
Tom Grimm
309-453-5354
tgrimm@dunlapcUSD.net

INDUSTRIAL:

Lonza, Inc
8616 W. Route 24
Mapleton, IL 61547
Jim Steiner
309-697-7277
jim.steiner@lonza.com

Ingredion Incorporated
8310 W Route 24
Mapleton, IL 61547
Garrett Jones
309-229-1437
garrett.jones@ingredion.com

USDA – NCAUR
1815 N University
Peoria, IL 61604
Kirk DeFrates
309-681-6518
kirk.defrates@ars.usda.gov

HEALTHCARE:

OSF Healthcare
PO Box 6259
Peoria, IL 61601
Greg Timerman
309-655-2923
gregory.s.timerman@osfhealthcar.org

Pekin Hospital
600 S 13th Street
Pekin, IL 61554
Mark Negley
309-267-4302
mnegley@pekinhospital.com

Petersen Healthcare
15 Harvest Road
Canton, IL 61520
Doug Currier
309-883-9917
dcurrier@petersenhealthcare.net

GENERAL CONTRACTORS:

River City Construction
101 Hoffer Lane
East Peoria, IL 61611
J. David Staggs
309-694-3120
jstaggs@rccllc.com

CORE Construction
P.O. Box 160
Morton, IL
Tom Wallenfang
309-266-9768
tomwallenfang@coreconstruction.com

PJ Hoerr Inc.
P.O. Box 3333
Peoria, IL 61612
Gabe Rodriguez
309-688-9567
gabe@pjhoerr.com

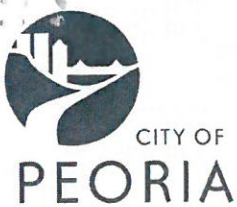
Updated 03/22/18

Major Work Completed in Last 5 yrs

Project	General Contractor	Amount	Start Date	Completion Date	Contact #	Project Manager
Western Heat Plant	HVAC	\$ 1,862,285	2010	2013	309-298-1819	Lora Lidaywa
Western Steam Line Phase 2	HVAC, Plbg	\$ 1,392,487	2012	2013	309-298-1819	Lora Lidaywa
St Joseph Lab Remodel	HVAC/FP/Plbg	\$ 1,274,812	2012	2013	309-663-1253	Carl Kreiter
Peoria Central High School	HVAC/FP	\$ 6,300,000	2012	2013	309-671-1466	Roberto Ortega
Peoria Notre Dame	Site	\$ 1,030,000	2012	2013	309-925-2721	Mark Horst
CNH America	HVAC, Plbg	\$ 1,510,063	2012	2013	317-359-5411	Aaron Tague
Pekin Hospital 6th Floor Reno	HVAC/FP/Plbg	\$ 410,000	2013	2013	309-688-9567	Brian Myers
Peoria Dementia Center	Elec	\$ 745,711	2012	2013	630-418-8640	Leonard Schmillen
Pekin Smith Edison	HVAC	\$3,580,133	2011	2013	309-347-3859	Darrell Becker
Bradley Heitz Hall Reno	HVAC/FP	\$1,843,943	2011	2013	309-671-1466	Roberto Ortega
CAT AC Office Expansion	HVAC	\$1,641,415		2013	309-688-0416	
St. Joseph Infrastructure	HVAC/FP/Plbg	\$1,505,683	2012	2013	847-489-1426	Carl Kreiter
Dunlap Hickory Grove Elem	HVAC	\$1,151,613	2011	2013	309-688-6845	Chris Tyra
OSF Hospice	HVAC/FP/Site	\$ 942,198	2011	2013	309-688-9567	Andy Cook
Peoria Airport Demo	HVAC	\$ 912,773	2011	2013	309-671-1466	Roberto Ortega
Pekin Sports Complex	Site	\$ 763,700	2011	2013	309-647-7400	
IAWC Washington St Water Main	Site	\$ 670,763	2012	2013	309-566-4114	Christian Volz
Eureka Alumni Court	HVAC/FP	\$ 544,671	2012	2013	309-266-9768	Mark Graham
CAT Visitor's Center	FP/Plbg/Site	\$ 542,595	2011	2013	573-999-1661	Kevin Beal
St. Francis College of Nursing	FP	\$ 514,334	2012	2013	309-677-0761	
Excel Shady Lane Site Pkg	Site	\$ 508,350	2011	2013	309-925-9096	
Western Art Dept Reno	Elec	\$ 441,442	2012	2013	309-298-1834	Jerry Scott
Western North Quad Chiller	Elec	\$ 441,434	2012	2013	309-298-1834	Jerry Scott
G&D Warehouse - 401, 403	FP/Site	\$ 440,866	2012	2013	309-266-9768	Rob Baum
Bel-wood Nursing	FP	\$ 394,234	2011	2013	309-694-3120	LeAnne Skuse
Brookens Cooling Tower	HVAC	\$ 388,430	2011	2013	217-206-6730	David Barrows
Pere Marquette Remodel	HVAC/FP/Plbg	\$ 8,508,136	2012	2014	309-266-9768	Brian Rump
CAT Corporate Hangar	FP	\$ 1,505,103	2012	2014	309-694-3120	Cody Gerdes
Holy Family OR AHU Replace	HVAC/FP/Plbg	\$ 417,583	2013	2014	309-688-6845	Peter Martin
Pekin Hospital 6th Floor Reno	HVAC/FP/Plbg	\$ 494,372	2013	2014	309-688-9567	Brian Myers
Peoria HS Expansion & Reno	HVAC	\$6,326,836	2012	2014	309-671-1446	Greg Campen
Peoria Marriott Pere Remodel	HVAC/FP/Plbg	\$8,506,868	2012	2014	309-266-9768	Brian Rumph
Wirtz Bldg Lexington IL	HVAC/FP/Plbg	\$ 656,786	2013	2014	309-663-6518	John Blum
Point Repair Project #11, #2214	Site	\$ 519,234	2014	2014	309-272-4850	Jim Sloan

OSF Simulator & Education	HVAC/FP	Pepper Construction	\$ 3,780,000	2011	2015	312-266-4700	Dan Labriola
RLI Interior Improvements	HVAC, Fire	Mangieri Companies	\$ 1,785,851	2012	2015	309-688-6845	Pete Mangieri
Bridgestone 2013 Plant Expansion	HVAC/FP/ELEC	Vissering Construction	\$ 708,901	2013	2015	815-257-5664	Mike Slagel
Paul Findley Bldg AHU 17 & 19 Rpl	HVAC	GSA	\$1,607,573	2014	2015	217-492-4573	Debbie Ethell
Monsanto Warehouse, Tremont	HVAC/FP/Plbg	ARCO	\$4,057,634	2013	2015	314-963-0715	Sam Stahnke
George Washington Carver Center	HVAC/FP/Elec/Plbg	Peoria Metro Const	\$ 355,535	2013	2015	309-671-1466	Roberto Ortega
Galesburg HS Add/Reno	HVAC/Plbg	Russell Const	\$ 813,987	2013	2015	563-459-4600	Lee Marbach
St. James Hospital Lab & MRI	HVAC/FP/Plbg	River City Construction	\$ 700,380	2013	2015	309-694-3120	Lance Zaerr
Black Hawk College - EC Weld Lab	HVAC	Hein Const	\$ 397,272	2014	2015	309-691-4774	Sridhar Kota
Komatsu Warehouse	FP	PJ Hoerr	\$ 593,522	2014	2015	309-688-9567	Scott Fehr
LS Bldg Products	HVAC/FP/Plbg	PJ Hoerr	\$ 335,812	2014	2015	309-688-9567	Brian Liesen
ISU Fine Arts Univ Galleries	HVAC/FP/Plbg	Mangieri Companies	\$ 436,789	2014	2015	309-688-6845	Charlie Miller
Monsanto Implement Storage Bldg	Site	Monsanto	\$ 832,692	2014	2015	309-910-3319	Judy Wellington
Mackinaw Dells Rest Area	HVAC	CDB	\$ 498,170	2014	2015	217-558-6475	Nancy Fuechs
Hill & Valley Phase 2	FP	Estes Const	\$ 438,209	2014	2015	563-322-7301	Mike Vance
Monsanto Reno/Exp to Precision	HVAC/FP/Plbg	ARCO National Const	\$4,057,634	2013	2015	314-835-3418	Sam Stahnke
Hopedale Medical Complex	HVAC/FP	CORE Construction	\$ 917,667	2013	2015	309-266-9768	Brian Rumpf
Hy-Vee Canton Remodel	HVAC	Hy-Vee Const	\$ 380,843	2015	2015	515-645-2321	Jeff Scandrett
SEMC - Water Closet Upgrade	HVAC/FP/Plbg	PJ Hoerr	\$ 991,951	2014	2015	309-688-9567	Scott Rinkenberger
Leisure Acres Phase 2	FP/Elec/Site	Robert Cottingham Prop Mgmt	\$ 572,500	2014	2015	309-673-2252	Jeff Cottingham
Forrest Hill Water Main & Sewer	Site	R.A. Cullinan	\$ 771,326	2014	2015	309-925-2723	Cindy Hilist
OSF Sim	HVAC/FP	Pepper Construction	\$4,429,920	2012	2015	708-802-8100	Dan Labriola
Buehler Independent Living Add	FP/Site	PJ Hoerr	\$ 282,465	2015	2016	309-688-9567	Scott Fehr
St. Jude Phase 2	Elec	George Rump Const	\$ 386,370	2015	2016	309-637-6114	Dan Munro
PIA - Peoria International Terminal	HVAC	Peoria Metro Const	\$ 558,358	2014	2016	309-671-1466	Tom Meischner
ICC Holdings - Delavan	FP	River City Construction	\$ 267,740	2015	2016	309-694-3120	Matt Brown
CAT TC-K Innovation Center	HVAC/FP/Plbg	River City Construction	\$ 359,490	2015	2016	309-694-3120	Andy Cook
IAWC Mossville Water Main Repl	SITE	IAWC	\$ 1,817,309	2015	2017	309-566-4114	Christian Volz
Silas Willard Elementary School	HVAC/FP/Plbg	Russell Const	\$ 2,536,739	2015	2017	563-459-4600	Lee Marbach
Keystone Baghouse Stack Proj	HVAC	Process Barron	\$ 694,302	2016	2017	205-663-5330	Barry Banks
CFH Sports Ortho Bldg	FP	Pepper Construction	\$ 188,289	2015	2017	312-266-4700	Gene Ward
Heartis Peoria	FP	McShane Const	\$ 398,566	2015	2017	847-292-4300	Alex Dowd
UND McCourtney Hall	FP	Shiel Sexton	\$ 791,993	2015	2017	317-423-6000	Chris Metzger
Eisenhower MAU Retrofit	HVAC/Elec	Johnson Controls	\$ 258,080	2015	2017	309-427-2800	Sigmund Self
Peoria Municipal Bldg	HVAC/Elec	City of Peoria	\$ 210,400	2015	2017	309-494-8894	Jason Meeks
IDOT Allen Rd/Alta Water Main	Site	R.A. Cullinan	\$ 491,891	2014	2017	309-925-2711	Lonnie Fritz
Lonza Septic System	Site	Lonza	\$ 202,400	2016	2017	309-697-7200	Jim Steiner
Ransom Meter Pits	Site	IAWC	\$ 523,991	2016	2017	866-777-8426	Dave Clifton
East Peoria New City Hall	HVAC	PCM+Design Architects	\$ 394,760	2015	2017	309-694-5012	Wil Helmick

Lonza 2am Piping	HVAC	Lonza	\$1,852,772	2016	2017	309-697-7200	Adam Hirsh
U of I - Elec & Comp Engin Fac	Plbg	Williams Brothers Const	\$3,876,755	2014	2017	309-688-0416	Joey Metzloff
OSF Jump Workgroup Integration	HVAC/FP	PJ Hoerr	\$1,030,717	2015	2017	309-688-9567	Mike Kreutz
SEMC - AHU 4 Replacement	HVAC/FP/Elec	OSF Healthcare System	\$ 385,191	2015	2017	309-677-0761	Evan Spirrison
SFMC 8th Flr AHU Replacement	HVAC/FP/Plbg	PJ Hoerr	\$ 706,697	2015	2017	309-688-9567	Brent Hewitt
Junction City Detention Basin	Site	Criterion Development	\$ 894,368	2015	2017	309-689-0808	Chuck Hollis
IAWC Goup 2	Site	IAWC	\$ 364,430	2016	2017	866-777-8426	Christian Volz
IAWC Streator Water Main	Site	IAWC	\$ 359,014	2016	2017	866-777-8426	Christian Volz
Pekin HS Piping Upgrade Bldg E	HVAC/FP/Plbg	Midwest Const Professionals	\$ 378,495	2016	2017	309-291-0913	Beth Huffman
CEFCU Bloomington Member Ctr	Elec	CEFCU	\$ 307,861	2016	2017	309-692-1135	Mike Couri
Lutheran Hillside Village	FP	S.M. Wilson	\$ 252,359	2014	2017	314-633-5744	Corey Noder



PURCHASING DIVISION

ANNUAL CERTIFICATE OF COMPLIANCE

This is to certify that THE PIPCO COMPANIES LTD has submitted an Employer Report Form (CC1) and other necessary documents satisfactory to the City of Peoria, Office of Equal Opportunity. The above named Company is hereby approved to contract with the City of Peoria and the County of Peoria for a period of one year.

If the information submitted by the Company concerning its Affirmative Action/Equal Employment as well as State and Federal mandates, has been declared false information, through an investigation, such false information shall be deemed a total breach of the contract, and such contract may be terminated, canceled or suspended, in whole or in part, and such contractor may be declared ineligible for any further contracts for a period of up to one year.

Dated this 8th day of January, 2018

Expires this 31st day of March 2019

EEO Certification Number:

00618-190331

Chris Switzer
Purchasing Manager

EEO CERTIFICATION FORMS NOW AVAILABLE ONLINE!

Visit City of Peoria website at www.ci.peoria.il.us. Click Government, Click Departs A-G, Click Equal Opportunity then Click Forms and select the appropriate form. Please utilize this convenient process.



City Hall Building
419 Fulton Street Rm. 303
Peoria, Illinois 61602-1283
VOICE (309) 494-8530
TDD (309) 494-8532
FAX (309) 494-8587

Attachment: PIPCO COMPANIES LTD (1574 : Ironwood Creek Erosion)



**Local Public Agency
Formal Contract
Proposal**

PROPOSAL SUBMITTED BY		
Stark Excavating, Inc.		
Contractor's Name		
1805 W. Washington St.		
Street	P.O. Box	
Bloomington	IL	61701
City	State	Zip Code

STATE OF ILLINOIS

COUNTY OF Tazewell

(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE NO. Ironwood Creek Erosion Project

SECTION NO. _____

TYPES OF FUNDS Local☒ SPECIFICATIONS (required)☒ PLANS (required)**For Municipal Projects**

Submitted/Approved/Passed

☐ Mayor
 ☐ President of Board of Trustees
 ☒ Municipal Official

Date

Attachment: STARK EXCAVATING INC (1574 : Ironwood Creek Erosion)

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

NOTICE TO BIDDERS

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Ironwood Dr.

Sealed proposals for the improvement described below will be received at the office of City of Pekin City Clerk,
111 S. Capitol St. until 10:00 AM on November 20, 2018
 Address Time Date

Sealed proposals will be opened and read publicly at the office of the City of Pekin City Clerk
111 S. Capitol St. at 10:00 AM on November 20, 2018
 Address Time Date

DESCRIPTION OF WORK

Name Ironwood Creek Erosion Project Length: _____ feet (_____ miles)
 Location City of Pekin
 Proposed Improvement Reset section of existing concrete pipe, place precast concrete pipe end section, and place RR3
Riprap to control erosion around end section and in creek.

1. Plans and proposal forms will be available in the office of City Clerk, City Hall
111 S. Capitol Street Pekin, IL 61554
 Address
2. ☐ Prequalification
 If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.
3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.
4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
 - a. BLR 12200: Local Public Agency Formal Contract Proposal
 - b. BLR 12200a Schedule of Prices
 - c. BLR 12230: Proposal Bid Bond (if applicable)
 - d. ~~BLR 12325: Apprenticeship or Training Program Certification (do not use for federally funded projects)~~
 - e. ~~BLR 12326: Affidavit of Illinois Business Office~~
5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Attachment: STARK EXCAVATING INC (1574 : Ironwood Creek Erosion)

PROPOSAL

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Ironwood Dr.

1. Proposal of Ironwood Creek Erosion Project

for the improvement of the above section by the construction of Reset section of existing concrete pipe, place precast concrete pipe end section, and place RR3 riprap to control erosion, and all related work.

a total distance of _____ feet, of which a distance of _____ feet, (_____ miles) are to be improved.

2. The plans for the proposed work are those prepared by City of Pekin and approved by the Department of Transportation on _____
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within _____ working days or by February 15, 2019 unless additional time is granted in accordance with the specifications.
6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to:
- City of Pekin Treasurer of _____
- The amount of the check is Bid Bond (5% Bid Bond).
7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check is placed in another proposal, it will be found in the proposal for: Section Number _____.
8. The successful bidder at the time of execution of the contract will not be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.
9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this contract.
12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.

Attachment: STARK EXCAVATING INC (1574 : Ironwood Creek Erosion)



SCHEDULE OF PRICES

County Tazewell
 Local Public Agency City of Pekin
 Section _____
 Route Ironwood

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Bidder's Proposal for making Entire Improvements

Item No.	Items	Unit	Quantity	Unit Price	Total
1	Stone Riprap, RR3	Tons	110	\$ 98.00	\$ 10,870.00
2	Reset Precast Concrete Pipe	L. Sum	1	\$ 1,150.00	\$ 1,150.00
3	Precast Concrete End Section	Each	1	\$ 2,250.00	\$ 2,250.00
5	Mobilization	L. Sum	1	\$ 3,730.00	\$ 3,730.00
TOTAL OF QUOTE					\$ 18,000.00

Attachment: STARK EXCAVATING INC (1574 : Ironwood Creek Erosion)

CONTRACTOR CERTIFICATIONS

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Ironwood Dr.

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative Code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be cancelled.

Attachment: STARK EXCAVATING INC (1574 : Ironwood Creek Erosion)

SIGNATURES

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Ironwood Dr.

(If an individual)

Signature of Bidder _____

Business Address _____

(If a partnership)

Firm Name _____

Signed By _____

Business Address _____

Inset Names and Addressed of All Partners



(If a corporation)

Corporate Name Stark Excavating, Inc.

Signed By *[Signature]*

Vice President

Business Address 1805 W. Washington St.

Bloomington, IL 61701

Insert Names of Officers



President David K. Stark

Secretary Ila J. Slagell

Treasurer Gary W. Masso

Attest: *Ila J. Slagell*
 Secretary

Attachment: STARK EXCAVATING INC (1574 : Ironwood Creek Erosion)

RETURN WITH BID

Route	Ironwood Drive
County	Tazewell
Local Agency	City of Pekin
Section	

WE Stark Excavating, Inc., 1805 W. Washington Street, Bloomington, IL 61701 as PRINCIPAL,
d Berkley Insurance Company, 412 Mt. Kemble Ave. Suite 310N, Morristown, NJ 07960 as SURETY,

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 20th day of November, 2018

Stark Excavating, Inc.

(Company Name)

(Company Name)

By: David K. Stark, Jr. (Signature and Title) Vice-President

By: _____
(Signature and Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Berkley Insurance Company

(Name of Surety)

By: Lucas Sherman (Signature of Attorney-in-Fact)

STATE OF ILLINOIS,
COUNTY OF Champaign

I, Judith M. Sherman, a Notary Public in and for said county,
do hereby certify that David K. Stark, Jr. and Lucas Sherman

do hereby certify that David K. Stark, Jr. and Lucas Sherman

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 20th day of November, 2018

My commission expires 01/29/2022

ELECTRONIC BID BOND

Judith M Sherman

☐ **Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed).**
The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

[illegible]

Electronic Bid Bond ID Code

(Company/Bidder Name)

(Signature and Title)

Date _____

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: **Lucas Sherman of CoraMae, Inc. dba Insurance Risk Managers of Champaign, IL** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 23rd day of July, 2018.

Attest:

Berkley Insurance Company

(Seal)

By

By

Ira S. Lederman
Senior Vice President & Secretary

Jeffrey M. Hafter
Senior Vice President

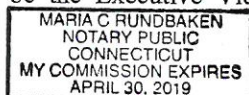
WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 23rd day of July, 2018, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.



Maria C. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 20th day of November, 2018

(Seal)

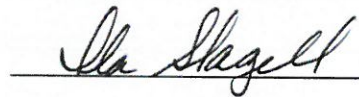
Vincent P. Forte



Evidence of Authority to Sign

"I, David K. Stark, certify that I am the President of Stark Excavating, Inc. named as Contractor hereinabove; that David K. Stark, Jr., who signed the foregoing Agreement on behalf of the Contractor was then Vice President of said Corporation; the said Agreement was duly signed for and in behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers."

 President

 Secretary

Attachment: STARK EXCAVATING INC (1574 : Ironwood Creek Erosion)



**Local Public Agency
Formal Contract
Proposal**

PROPOSAL SUBMITTED BY Wm. Aupperle & Sons, Inc.		
Contractor's Name 190 E. Washington Street		
Street Morton	P.O. Box IL 61550	
City	State	Zip Code

STATE OF ILLINOIS

COUNTY OF Tazewell

(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE NO. Ironwood Creek Erosion Project

SECTION NO. _____

TYPES OF FUNDS Local☒ SPECIFICATIONS (required)☒ PLANS (required)

For Municipal Projects
Submitted/Approved/Passed

☐ Mayor ☐ President of Board of Trustees ☒ Municipal Official

Date _____

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

RETURN WITH BID

NOTICE TO BIDDERS

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Ironwood Dr.

Sealed proposals for the improvement described below will be received at the office of City of Pekin City Clerk,
111 S. Capitol St. until 10:00 AM on November 20, 2018
 Address Time Date

Sealed proposals will be opened and read publicly at the office of the City of Pekin City Clerk
111 S. Capitol St. at 10:00 AM on November 20, 2018
 Address Time Date

DESCRIPTION OF WORK

Name Ironwood Creek Erosion Project Length: _____ feet (_____ miles)
 Location City of Pekin
 Proposed Improvement Reset section of existing concrete pipe, place precast concrete pipe end section, and place RR3
 Riprap to control erosion around end section and in creek.

1. Plans and proposal forms will be available in the office of City Clerk, City Hall
111 S. Capitol Street Pekin, IL 61554
 Address
2. ☐ Prequalification
 If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.
3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.
4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
 - a. BLR 12200: Local Public Agency Formal Contract Proposal
 - b. BLR 12200a Schedule of Prices
 - c. BLR 12230: Proposal Bid Bond (if applicable)
 - d. ~~BLR 12325: Apprenticeship or Training Program Certification (do not use for federally funded projects)~~
 - e. ~~BLR 12326: Affidavit of Illinois Business Office~~
5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Attachment: AUPPERLE & SONS INC (1574 : Ironwood Creek Erosion)

RETURN WITH BID

PROPOSAL

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Ironwood Dr.

1. Proposal of Ironwood Creek Erosion Project

for the improvement of the above section by the construction of Reset section of existing concrete pipe, place precast concrete pipe end section, and place RR3 riprap to control erosion, and all related work.

a total distance of _____ feet, of which a distance of _____ feet, (_____ miles) are to be improved.

2. The plans for the proposed work are those prepared by City of Pekin and approved by the Department of Transportation on _____
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within _____ working days or by February 15, 2019 unless additional time is granted in accordance with the specifications.
6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to:
City of Pekin Treasurer of _____
 The amount of the check is Five Percent Bid Bond (5% Bond).
7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check is placed in another proposal, it will be found in the proposal for: Section Number _____.
8. The successful bidder at the time of execution of the contract will not be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.
9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this contract.
12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.

Attachment: AUPPERLE & SONS INC (1574 : Ironwood Creek Erosion)

RETURN WITH BID



SCHEDULE OF PRICES

County Tazewell
Local Public Agency City of Pekin
Section _____
Route Ironwood

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Bidder's Proposal for making Entire Improvements

Item No.	Items	Unit	Quantity	Unit Price	Total
1	Stone Riprap, RR3	Tons	110	98.00	10,780.00
2	Reset Precast Concrete Pipe	L. Sum	1	2,075.00	2,075.00
3	Precast Concrete End Section	Each	1	3,130.00	3,130.00
5	Mobilization	L. Sum	1	3,865.00	3,865.00
	TOTAL OF QUOTE				\$19,850.00

Attachment: AUPPERLE & SONS INC (1574 : Ironwood Creek Erosion)

RETURN WITH BID

CONTRACTOR CERTIFICATIONS

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Ironwood Dr.

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative Code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be cancelled.

Attachment: AUPPERLE & SONS INC (1574 : Ironwood Creek Erosion)

RETURN WITH BID

SIGNATURES

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Ironwood Dr.

(If an individual)

Signature of Bidder _____

Business Address _____

(If a partnership)

Firm Name _____

Signed By _____

Business Address _____

Inset Names and Addressed of All Partners



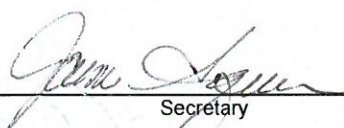
(If a corporation)

Corporate Name Wm. Aupperle & Sons, Inc.Signed By 
 PresidentBusiness Address 190 E. Washington Street
Morton, IL 61550

Insert Names of Officers

 { President Steve Aupperle
 Secretary Jaime Squier
 Treasurer Steve Aupperle

Attest:


 Secretary

Attachment: AUPPERLE & SONS INC (1574 : Ironwood Creek Erosion)

Route	Ironwood Drive
County	Tazewell
Local Agency	City of Pekin
Section	

"OFFICIAL SEAL"
STACY R. STANLEY
NOTARY PUBLIC, STATE OF MISSISSIPPI
MY COMMISSION EXPIRES 03-28-2021





UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Dept.
 118 Second
 Cedar Rapids, IA 52401 **6.7.e**

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

KEVIN J BREHENY, RANDY S CANNADY, TIM R PATTON, GLENDA HOFFMAN, DANIEL A MARTINI, BLAKE E ALLISON,
 EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$40,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 15th day of November, 2017

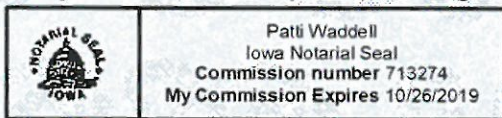


UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*
 Vice President

State of Iowa, County of Linn, ss:

On 15th day of November, 2017, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Waddell
 Notary Public
 My commission expires: 10/26/2019

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations
 this 20th day of November, 2018



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: April 4, 2018

From: Sarah Newcomb, Human Resources Dir

Anthony Carson, City Manager

AGENDA ITEM: Resolution Adopting Employee Handbook 2018

AGENDA DATE REQUESTED: November 26, 2018

ACTION REQUESTED: Adopt Resolution No. 87-17/18

The City Manager requested changes to the employee handbook and there were regulatory and law changes since 2012 when the previous full revision was completed. The City Manager, human resources department, the Deputy City Clerk and the labor attorney all reviewed the document before it was presented to the City Council at the 3/26/2018 council meeting. The proposed document was also shared with the three unions and the City heard back from only one unit and is meeting to go over the changes. Mr. Gleason, from the Teamsters union did confirm the language stating "This Personnel Manual is not intended to replace or supersede a collective bargaining agreement that may cover many of the terms and conditions of employment for employees covered by that agreement." remained in the document. This statement was satisfactory to the Teamsters Union to move forward with a meeting about the document after potential council action takes place.

After the council presentation 3 changes were made at the request of the Mayor and Council to language regarding voting and political campaign policy; allowing 2 hours for voting if necessary on page 75 and adding the word campaign to "political activity" on page 3 and changed the word "City" to "human resources department in the last paragraph of section 8.6. Those changes are reflected in the document attached.

REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

**Resolution No. 87-17/18 A Resolution Adopting the Employee Handbook Revision
2018 of the City of Pekin**

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

Resolution No. 140 dated March 25, 1996
 Resolution No. 70
 Resolution No. 392 dated March 8, 1999
 Resolution No. 50 Email Policy dated April 11, 2000
 Resolution No. 177 Sexual Harassment Policy dated April 22, 2002
 Resolution No. 123-05/06 New Personnel Policy for Employees dated September 12, 2005
 Resolution No. 178-06/07 dated December 11, 2006
 8.3 E-Mail and the Internet
 Resolution No.190-06/07 dated March 26, 2007
 6.2 Inclement Weather
 4.8 Vacation
 8.3 Email and Internet Policy
 6.8 Compensatory Time Off (Comp Time)
 Resolution No. 16-07/18 dated October 9, 2007
 9.3 Personal Telephone Calls
 Resolution No. 52-08/09 dated August 25, 2008
 8.6 Smoking Policy
 Resolution No.35-10/11 dated January 25, 2010
 4.8 Vacation
 4.10 Pay Upon Retirement
 Resolution No.91-10/11 dated April 11, 2011
 2.9 Residency
 Resolution No.57-12/13
 Adoption of the Employee Handbook 2012;

And

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

WHEREAS, after initial changes by the City Manager, review by the Human Resources Department and further review by the labor attorney and with Council direction it is in the best interest of the City of Pekin to adopt a new Employee Handbook by replacing the present Employee Handbook with the attached "Employee Handbook 2018"

MAYOR

ATTEST:

CITY CLERK

City of Pekin

Employee Handbook



Table of Contents

NO CONTRACTS OF EMPLOYMENT	5
1. INTRODUCTION	7
1.1 WELCOME	7
1.2 PURPOSE	7
1.3 EMPLOYEE RESPONSIBILITIES	2
1.4 BUSINESS PRACTICES	3
2. EMPLOYMENT	4
2.1 EMPLOYMENT AT WILL	4
2.2 EMPLOYEE RELATIONS: OPEN DOOR POLICY	4
2.3 EQUAL EMPLOYMENT OPPORTUNITY	5
2.4 REASONABLE ACCOMMODATION	5
2.5 EMPLOYMENT PROCESS	5
2.6 EMPLOYMENT PROCESS FOR POLICE AND FIRE	6
2.7 PROMOTIONS AND DEMOTIONS	6
2.8 EMPLOYMENT OF RELATIVES	6
2.9 EMPLOYMENT PHYSICALS	7
2.9 (a) FITNESS FOR DUTY EXAM	7
2.10 RESIDENCY REQUIREMENT revised 04-11-11	7
2.11 LICENSING AND PERMITTING	8
3. EMPLOYMENT STATUS and RECORDS	8
3.1 EMPLOYMENT CATEGORIES	8
3.2 ACCESS TO PERSONNEL FILES	9
3.3 EMPLOYMENT REFERENCE CHECKS	10
3.4 PERSONNEL DATA CHANGES	10
3.5 EMPLOYMENT APPLICATIONS	10
3.6 INTRODUCTORY PERIOD	10
3.7 PERFORMANCE EVALUATION	11
4. EMPLOYEE BENEFIT PROGRAMS	11
4.1 BENEFITS IN GENERAL	12
4.2 INSURANCE BENEFITS	12
4.3 CONTINUATION OF BENEFITS (COBRA)	13
4.4 RETIREMENT PLAN	13
4.5 SECTION 125 FLEXIBLE SPENDING ACCOUNT	14
4.6 ADDITIONAL VOLUNTARY BENEFITS	14
4.7 WELLNESS PROGRAMS	14
4.8 VACATION (ANNUAL LEAVE)	14
4.9 SICK PAY PLAN	15
4.10 SICK PAY UPON RETIREMENT	16
(1) to extend IMRF service time for up to one year 120 sick days (960 hours) or according to IMRF regulations.	17
4.11 HOLIDAYS	17
4.12 OVERTIME	17
4.13 PERSONAL DAYS	18
4.14 WORKERS COMPENSATION INSURANCE	18
4.15 BEREAVEMENT LEAVE	19
4.16 EMPLOYEE ASSISTANCE PROGRAM (EAP)	19
5. TIME KEEPING and PAYROLL	19
5.2 TIME KEEPING	20
5.3 PAYROLL PERIODS	20
5.4 PAY CORRECTIONS AND NON-UNION YEARLY SALARY ADJUSTMENTS	21
6. WORK CONDITIONS and HOURS	21
6.1 SAFETY	21
6.2 INCLEMENT WEATHER	22
6.2 (a) EMERGENCY CLOSINGS	22
6.3 WORK SCHEDULES	22
6.4 EMPLOYEE MEETINGS and TRAINING	23

6.5	CONFERENCE AND MEETING EXPENSES.....	23
6.6	CORPORATE CARD PROGRAM.....	25
6.7	MEAL AND BREAK PERIODS.....	26
6.8	COMPENSATORY TIME OFF (COMP TIME).....	26
7.0	UNPAID LEAVES OF ABSENCE.....	27
7.1	PERSONAL LEAVE OF ABSENCE.....	27
7.2	MILITARY LEAVE.....	28
7.3	EDUCATIONAL LEAVE & FINANCIAL ASSISTANCE.....	28
7.4	FAMILY AND MEDICAL LEAVE.....	29
7.5	VOTING.....	33
7.6	VESSA LEAVE.....	33
7.7	SCHOOL VISITATION LEAVE.....	33
8.	EMPLOYEE PERFORMANCE AND BEHAVIOR.....	34
8.1	EMPLOYEE CONDUCT AND WORK RULES.....	34
8.2	USE OF CITY PROPERTY AND EQUIPMENT.....	35
8.3	CITY VEHICLES AND DRIVING ON CITY BUSINESS.....	35
8.4	WORKPLACE VIOLENCE PREVENTION.....	36
8.5	DISCIPLINARY POLICY AND PROCEDURES.....	37
8.7	THEFT AND FRAUDULENT ACTIVITIES POLICY.....	39
8.8	E-MAIL AND INTERNET POLICY.....	40
A.	E-mail messages are text documents which are created, stored, and delivered in an electronic format. As such, e-mail messages are similar to other forms of communicated messages, such as correspondence, memoranda, and circular letters.....	41
8.9	SOCIAL MEDIA.....	46
8.10	ANTI-HARASSMENT POLICY AND COMPLAINT PROCEDURE.....	47
8.11	DRUG AND ALCOHOL POLICY.....	49
8.12	SMOKING POLICY.....	51
8.13	ATTENDANCE and PUNCTUALITY.....	51
8.14	PERSONAL APPEARANCE AND IMAGE.....	52
8.15	RETURN OF PROPERTY.....	54
8.16	RESIGNATION.....	54
9.	MISCELLANEOUS.....	54
9.1	SOLICITATION AND DISTRIBUTION.....	54
9.2	JURY / WITNESS DUTY.....	55
9.3	TELEPHONE AND CELL PHONE USE.....	55
	CITY CELL PHONES.....	56
9.4	USE OF CAMERAS / OTHER RECORDING EQUIPMENT.....	56
9.6	WORKING OFF-PREMISES.....	57
9.7	REPORTING ACCIDENTS AND INJURIES.....	58
9.8	POLITICAL ACTIVITIES.....	58
9.9	INSPECTIONS.....	58
9.11	CONFIDENTIALITY OF INFORMATION.....	58
	PERSONNEL MANUAL ACKNOWLEDGMENT.....	59
	NO CONTRACTS OF EMPLOYMENT.....	44
1.	INTRODUCTION.....	551
1.1	WELCOME.....	55
1.2	PURPOSE.....	55
1.3	EMPLOYEE RESPONSIBILITIES.....	2
1.4	BUSINESS PRACTICES.....	32
2.	EMPLOYMENT.....	44
2.1	EMPLOYMENT AT WILL.....	44
2.2	EMPLOYEE RELATIONS: OPEN DOOR POLICY.....	44
2.3	EQUAL EMPLOYMENT OPPORTUNITY.....	55
2.4	REASONABLE ACCOMMODATION.....	55
2.5	EMPLOYMENT PROCESS.....	55
2.6	EMPLOYMENT PROCESS FOR POLICE AND FIRE.....	66
2.7	PROMOTIONS.....	66
2.8	EMPLOYMENT OF RELATIVES.....	66

2.9	EMPLOYMENT PHYSICALS	76
2.9 (a)	FITNESS FOR DUTY EXAM.....	77
2.10	RESIDENCY REQUIREMENT	77
		88
3.	EMPLOYMENT STATUS and RECORDS	88
3.1	EMPLOYMENT CATEGORIES	88
3.2	ACCESS TO PERSONNEL FILES.....	99
3.3	EMPLOYMENT REFERENCE CHECKS.....	1010
3.4	PERSONNEL DATA CHANGES.....	1010
3.5	EMPLOYMENT APPLICATIONS.....	1010
3.6	INTRODUCTORY PERIOD.....	1010
3.7	PERFORMANCE EVALUATION	1111
4.	EMPLOYEE BENEFIT PROGRAMS.....	1111
4.1	BENEFITS IN GENERAL	1111
4.2	INSURANCE BENEFITS	1212
4.3	CONTINUATION OF BENEFITS (COBRA)	1212
4.4	RETIREMENT PLAN.....	1313
4.5	SECTION 125 FLEXIBLE SPENDING ACCOUNT	1313
4.6	ADDITIONAL VOLUNTARY BENEFITS	1413
4.7	WELLNESS PROGRAMS	1414
4.8	VACATION (ANNUAL LEAVE).....	1414
4.9	SICK PAY PLAN.....	1515
4.10	SICK PAY UPON RETIREMENT	1515
4.11	HOLIDAYS	1616
4.12	OVERTIME.....	1717
4.13	PERSONAL DAYS.....	1717
4.14	WORKERS COMPENSATION INSURANCE	1717
4.15	BEREAVEMENT LEAVE.....	1818
4.16	EMPLOYEE ASSISTANCE PROGRAM (EAP)	1818
5.	TIME KEEPING and PAYROLL	1918
5.1	TIME KEEPING.....	1918
5.2	PAYROLL PERIODS.....	2019
5.3	PAY CORRECTIONS.....	2019
6.	WORK CONDITIONS and HOURS	2019
6.1	SAFETY	2019
6.2	INCLEMENT WEATHER.....	2120
6.2 (a)	EMERGENCY CLOSINGS.....	2221
6.3	WORK SCHEDULES	2221
6.4	EMPLOYEE MEETINGS and TRAINING	2221
6.5	CONFERENCE AND MEETING EXPENSES.....	2322
6.6	CORPORATE CARD PROGRAM.....	2423
6.7	MEAL AND BREAK PERIODS.....	2524
6.8	COMPENSATORY TIME OFF (COMP TIME).....	2524
7.0	UNPAID LEAVES OF ABSENCE.....	2525
7.1	PERSONAL LEAVE OF ABSENCE	2525
7.2	MILITARY LEAVE.....	2626
7.3	EDUCATIONAL LEAVE & FINANCIAL ASSISTANCE.....	2726
7.4	FAMILY AND MEDICAL LEAVE.....	2727
7.5	VOTING	3131
7.6	VESSA LEAVE.....	3231
7.7	SCHOOL VISITATION LEAVE	3231
8.	EMPLOYEE PERFORMANCE AND BEHAVIOR	3332
8.1	EMPLOYEE CONDUCT AND WORK RULES.....	3332
8.2	USE OF CITY PROPERTY AND EQUIPMENT.....	3433
8.3	CITY VEHICLES AND DRIVING ON CITY BUSINESS	3433
8.4	WORKPLACE VIOLENCE PREVENTION.....	3534
8.5	DISCIPLINARY POLICY AND PROCESURES.....	3534
8.6	GRIEVANCE PROCEDURE.....	3635

8.7	THEFT AND FRAUDULENT ACTIVITIES POLICY	3737
8.8	E MAIL AND INTERNET POLICY	3837
8.9	SOCIAL MEDIA	4444
8.10	ANTI-HARASSMENT POLICY AND COMPLAINT PROCEDURE	4545
8.11	DRUG AND ALCOHOL POLICY	4746
8.12	SMOKING POLICY	4848
8.13	ATTENDANCE and PUNCTUALITY	4949
8.14	PERSONAL APPEARANCE AND IMAGE	4949
8.15	RETURN OF PROPERTY	5150
8.16	RESIGNATION	5150
9.	MISCELLANEOUS	5251
9.1	SOLICITATION AND DISTRIBUTION	5251
9.2	JURY / WITNESS DUTY	5251
9.3	TELEPHONE AND CELL PHONE USE	5352
	City Cell Phones	5352
9.4	USE OF CAMERAS / OTHER RECORDING EQUIPMENT	5352
9.5	SOCIAL SECURITY POLICY	5453
9.6	WORKING OFF PREMISES	5453
9.7	REPORTING ACCIDENTS AND INJURIES	5554
9.8	POLITICAL ACTIVITIES	5554
9.9	INSPECTIONS	5554
9.11	CONFIDENTIALITY OF INFORMATION	5554
	PERSONNEL MANUAL ACKNOWLEDGMENT	5655

~~Full~~Partial revision approved by Resolution No. ~~57-12/13~~ on ~~091/24~~ /201~~82~~
Previous Full revision approved by Resolution No. 57-12/13 09/12/2012

NO CONTRACTS OF EMPLOYMENT

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

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

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

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

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

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



1. INTRODUCTION

1.1 WELCOME

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

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

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

1.2 PURPOSE

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

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

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

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

1.3 EMPLOYEE RESPONSIBILITIES

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

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

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

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

1.4 BUSINESS PRACTICES

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

1. COMPLIANCE WITH LAWS AND REGULATIONS

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

2. PROPER RECORDING OF ASSETS AND DISBURSEMENTS

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

3. PURCHASING POLICIES

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

4. POLITICAL CAMPAIGN POLICY

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

5. OUTSIDE EMPLOYMENT

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

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

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

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

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

7. CONFLICT OF INTEREST

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

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

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

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

2. EMPLOYMENT

2.1 EMPLOYMENT AT WILL

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

2.2 EMPLOYEE RELATIONS: OPEN DOOR POLICY

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

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

2.3 EQUAL EMPLOYMENT OPPORTUNITY

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

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

2.4 REASONABLE ACCOMMODATION

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

2.5 EMPLOYMENT PROCESS

The Human Resources Department may advertise for position openings through various resources and methods. In addition, position openings are posted in every City department.

The job vacancy announcement shall be in a consistent format for all City jobs, and include at minimum the job title, rate or range of pay, a summary of duties, the essential qualifications, and the basic procedure to be followed in hiring.

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

Employees are selected on the basis of their qualifications to fulfill established specifications for the job, or as outlined in collective bargaining agreements. General selection criteria include knowledge, experience, education, training, skills, and willingness to work in a specified

environment. Applicants meeting criteria are interviewed and may be subject to testing for the position requirements.

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

2.6 EMPLOYMENT PROCESS FOR POLICE AND FIRE

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

2.7 PROMOTIONS AND DEMOTIONS

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

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

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

2.8 EMPLOYMENT OF RELATIVES

Relatives and/or personal acquaintances are subject to the same hiring standards and job requirements as other applicants. It is the City's policy that an employee may not work under the direct or indirect supervision of a relative as defined in this policy. For the purpose of this policy "relatives" includes spouses, civil union partners, sons or daughters, grandchildren, brothers or sisters, brothers or sisters-in-law, mothers or fathers, mother or father-in-law, or "step" relatives

of the same level. The City reserves the right to take action if an actual or potential conflict of interest arises involving relatives or persons involved in a dating relationship even if no direct reporting relationship is involved.

2.9 EMPLOYMENT PHYSICALS

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

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

2.9 (a) FITNESS FOR DUTY EXAM

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

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

2.10 RESIDENCY REQUIREMENT

revised 04-11-11

General Conditions. All employees shall reside within 10 miles of the corporate limits of the City of Pekin. Residency requirements for employees covered under collective bargaining agreements shall be governed by those agreements. Residency requirements for non-union sworn police and fire personnel shall also be governed by the police and fire collective bargaining agreements.

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

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

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

Newly hired employees who do not reside within the corporate limits of the City of Pekin may have up to twelve (12) months from the end of their Introductory Period to establish residency if required by the position or collective bargaining agreement.

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

2.11 LICENSING AND PERMITTING

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

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

3. EMPLOYMENT STATUS and RECORDS

3.1 EMPLOYMENT CATEGORIES

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

DEFINITIONS OF CLASSIFICATIONS

Employees are designated as either Non-Exempt or Exempt from certain federal and state wage and hour laws. **Non-Exempt** employees are not exempt from minimum wage and overtime provisions and are paid for the actual number of hours they work. **Exempt employees** are exempt

from specific provisions of state and federal wage and hour requirements, including minimum wage and overtime provisions. Exempt employees are paid annual salaries without regard to the number of hours worked.

DEFINITIONS OF CATEGORIES

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

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

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

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

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

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

3.2 ACCESS TO PERSONNEL FILES

The City maintains a confidential personnel file for each employee. The personnel file normally includes, but is not limited to, such information as the employee's job application, resume, records

of training, documentation of performance evaluations, disciplinary records, pay history, and other records. Official personnel files are kept and maintained in the Human Resources Department. Personnel information kept by individual departments is limited to information needed for day-to-day operations.

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

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

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

3.3 EMPLOYMENT REFERENCE CHECKS

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

3.4 PERSONNEL DATA CHANGES

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

3.5 EMPLOYMENT APPLICATIONS

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

3.6 INTRODUCTORY PERIOD

The initial Introductory Period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. The City utilizes this period to evaluate employee capabilities,

work habits, and overall performance. Either the employee or the City may end the employment relationship at will at any time during or after the introductory period.

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

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

3.7 PERFORMANCE EVALUATION

Managers and employees are strongly encouraged to discuss job performance on an informal, day-to-day basis. A written performance evaluation ~~will~~ may be conducted for each employee near the end of, or shortly before, the completion of the Introductory Period. Written evaluations ~~will~~ provide an assessment of the employee’s capabilities, work habits, and overall performance. Additional performance evaluations ~~are~~ may be periodically conducted to provide both managers and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for performance improvement. NOTE: Contracted employees will receive performance evaluations in accordance with the terms of their contract.

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

The City may also use additional performance management software for evaluation and documentation through an ongoing record observations, incidents, rewards and recognitions or any other work-related happenings.

4. EMPLOYEE BENEFIT PROGRAMS

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

4.1 BENEFITS IN GENERAL

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

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

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

4.2 INSURANCE BENEFITS

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

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

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

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

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

Effective January 1, 2019, spouses of Employees who are eligible for an insurance plan offered by the spouse's employer shall not be eligible to participate in the City of Pekin Health Benefit Plan ("Plan"). If a spouse's employer denies coverage per the eligibility provisions in that employer's

plan, written proof of denial must be submitted to the Employer before the Spouse may participate in the Plan. Beginning January 1, 2019, any employee's spouse found to be participating in the Plan who did not elect available coverage through his/her own employer is subject to having all claims after January 1, 2019 denied.

4.3 CONTINUATION OF BENEFITS (COBRA)

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

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

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

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

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

4.4 RETIREMENT PLAN

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

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

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

4.5 SECTION 125 FLEXIBLE SPENDING ACCOUNT

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

4.6 ADDITIONAL VOLUNTARY BENEFITS

Employees may choose to purchase additional benefits on a voluntary basis. These currently include Long-Term Care, Cancer, additional life insurance, and a 457 Deferred Compensation plan. Other plans are available from time to time. It is each employee's responsibility to contact the insurance broker directly to discuss these coverages. ~~The City provides employees with the opportunity to participate in a Retirement Health Savings Account (RHSA). With the RHSA, participating employees can pay for qualified out of pocket expenses (medical, dental, vision, etc.) on a pretax basis with deductions taken directly from the employee's paycheck.~~ All premiums (costs) are paid by the employee. Payroll deduction may be utilized on approved programs. Information about what is available and who to contact may be obtained from the Human Resources Department.

4.7 WELLNESS PROGRAMS

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

4.8 VACATION (ANNUAL LEAVE)

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

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

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

Employees accrue vacation based on their anniversary date according to the following schedule (unless outlined differently in collective bargaining agreements):

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

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

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

Exempt employees will be reimbursed up to one week (40 hours) each year for unused vacation at a rate of one-half the value of the unused vacation.

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

4.9 SICK PAY PLAN

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

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

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

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

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

4.10 SICK PAY UPON RETIREMENT

Upon retirement, up to a maximum of 240 sick days (1,920 hours) can be used to pay for City of Pekin group health insurance premiums and/or to extend IMRF service credit for up to one (1) year. Upon retirement, An employees hired prior to January 1, 2018, will have their with-a employee's sick time balance at retirement will be computed at their current hourly rate (unless otherwise noted in a contract or collective bargaining agreement) and placed in a City of Pekin account for the sole and exclusive purposes of paying City of Pekin health insurance premium contributions. Such account shall not bear interest and shall expire upon depletion of the sick leave value placed therein and shall not be used exclusively for any other purpose than payment of for City of Pekin health insurance premiums. Employees hired after January 1, 2018 are not entitled to such a conversion of sick leave upon retirement; however, they -shall be allowed to use sick time benefits only for the extension of IMRF service time per IMRF regulations set forth by IMRF. Thus, a retiring employee's earned and unused sick time value of this sick time computation can only be used to can be used as pay for the followings:

The value of this sick time computation Employees hired prior to January 1, 2018 can be used exclusively to pay for:

- (1) City of Pekin group health insurance premiums;
- (2) to extend IMRF service time for up to one year 120 sick days (960 hours) or according to IMRF regulations; or
- (3) any combination of these two options, as long as the total hours used does not exceed 240 days, or 1,920 hours. for those hired prior to January 1, 2018.

Employees hired after January 1, 2018:

(3)(1) to extend IMRF service time for up to one year 120 sick days (960 hours) or according to IMRF regulations.

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

4.11 HOLIDAYS

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

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

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

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

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

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

4.12 OVERTIME

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

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

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

4.13 PERSONAL DAYS

The City of Pekin grants its regular full-time non-union and non-sworn employees ~~two-three~~ (3) paid days each calendar year for personal time. These days require the prior approval of the supervisor or department head and may be taken to observe a religious holiday or to conduct personal business. Personal days are not cumulative from year to year and no compensation will be paid for unused time. Personal days may be taken in half-day increments if approved by the department head.

4.14 WORKERS COMPENSATION INSURANCE

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

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

When the illness or injury arises out of or in the course of the performance of the employee's duties, the employee is to be sent to the City Physician immediately, if it is not an emergency. In the case of an emergency, the employee should go, or be taken, to the nearest available clinic or hospital emergency room depending on the severity and/or time the action is taken. All employees involved in a work-related accident are required to undergo drug and alcohol testing immediately after the accident without any deviation from the location of the accident to the designated physician's facility.

If the injury or illness is deemed compensable under the Illinois Workers' Compensation Act, the City will pay for necessary first aid, medical and surgical services thereafter, limited, however, to

that which is reasonably required to cure or relieve the effects of the accident or injury, in accordance with applicable law.

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

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

4.15 BEREAVEMENT LEAVE

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

~~Funerals of "step" relatives of the same relationship may shall be approved.~~

4.16 EMPLOYEE ASSISTANCE PROGRAM (EAP)

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

5. TIME KEEPING and PAYROLL

5.1 CLASSIFICATION AND PAY PLANS

The Human Resources Department is responsible for determining the appropriate classification of new and existing positions as well as maintaining the compensation plan. Classification reviews will be completed by the Human Resources Department and reviewed by the appropriate departments and approved in writing by the City Manager.

5.24 TIME KEEPING

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

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

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

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

5.32 PAYROLL PERIODS

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

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

5.43 PAY CORRECTIONS AND NON-UNION YEARLY SALARY ADJUSTMENTS

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

Effective May 1st of each year the City Manager is authorized to provide yearly salary adjustments to all non-union City Personnel based on the social security consumer price index unless by Resolution of Council prior to April 1st the authority is rescinded.

6. WORK CONDITIONS and HOURS

6.1 SAFETY

Overview

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

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

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

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

Safety Policy

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

Your job may have additional safety guidelines which are established for your protection, and the protection of others. If so, you will be required to know and follow them carefully. Any questions regarding safety guidelines should be directed to your supervisor, department head, or the City Manager.

6.2 INCLEMENT WEATHER

All employees are expected to report to work during inclement weather conditions. However, if weather conditions are extreme and travel to work would present a safety concern, employees should contact their immediate supervisor. Depending on your job duties, or other circumstances, your supervisor may send a city vehicle to pick you up or give you the option of remaining at home. Employees choosing to remain at home will be paid for the day using benefit time, i.e. vacation, sick, personal, or comp time, if available.

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

6.2 (a) EMERGENCY CLOSINGS

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

6.3 WORK SCHEDULES

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

Department Heads shall have authority to vary the working hours for employees to meet operational needs of the department and, when possible and appropriate, meet employee needs, so long as it does not create overtime or other unnecessary expense, or unduly disrupt operations.

Any change in a work schedule desired by an employee must be approved by his/her department head.

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

6.4 EMPLOYEE MEETINGS and TRAINING

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

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

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

6.5 CONFERENCE AND MEETING EXPENSES

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

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

Transportation: It is expected that the shortest and most direct route and the least expensive method of transportation will be used. [City owned vehicles shall be used whenever possible and is the preferred form of transportation. If private vehicle is used for travel, the transportation allowance shall be at the current allowable Internal Revenue Service rate and based upon the trip originating and ending at City Hall, plus tolls and parking. Prior to the date of travel by use of a privately owned vehicle, the employee must provide proof of a valid driver's license issued by the](#)

State of Illinois and automobile insurance coverage in an amount not less than that required by the Illinois Vehicle Code.

If air or rail travel is selected, it will be at coach-class fare. The City will pay the cost of round trip air fare, the cost of employee travel to and from the employee's home and the air terminal, the cost of employee parking at the air terminal, and the cost of transportation to and from the point of arrival/departure and the conference/meeting center. ~~If private vehicle is used for travel, the transportation allowance shall be at the current allowable Internal Revenue Service rate.~~ If a city-owned vehicle is used, there will be no allowance except for out-of-pocket operating expenses, such as re-fueling while on the trip. When feasible, employees are expected to car pool on out-of-town travel. A City vehicle shall be used for local travel when at all possible.

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

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

Meals and Incidental Expenses: ~~Per Diem Basis – The City will reimburse employees for meals based on United States General Services Administration per the M & IE Breakdown chart. For travel out of state, the maximum daily meal reimbursement will be determined by the City Manager/Finance Director or the current IRS Per Diem Rate. Under the per diem basis, no receipts are necessary to turn in. The City does not reimburse for meal expenses for anyone other than the employee, the cost of travel insurance premiums, alcoholic beverages, entertainment expenses, personal items such as movies/theatre/event tickets, sightseeing, telephone calls, magazines and other similar personal expenses.~~

~~Reimbursement shall be made for the reasonable cost of meals and incidental expenses. The City shall establish from time to time the maximum allowance per day for meals and incidental expenses in accordance with IRS specifications. Meal reimbursements will only be made for meals during regular business hours and when the employee is 50 miles away from his or her normal work location. Employees are expected to use discretion in meal reimbursement. In general, breakfast is only reimbursable if the employee's travel time necessarily begins before 7:00am.; lunch is only reimbursable if the employee is necessarily travelling during normal lunch hours. Dinner is only reimbursable if the employee's actual departure time to the event is before 5:00pm or the employee's return time is after 6:30 pm. In other words, if the employee has a reasonable opportunity to eat breakfast before travel begins, breakfast is not reimbursable.~~

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

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

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

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

Travel advances and per diem checks may be made on the regular bill runs, by approval of the responsible Department Head, to cover estimated expenses of the travel; reconciliation of the advance with the actual expense receipts shall take place within 30 days after the travel is completed, by submittal to the Department Head and the Finance Department for the accounting of actual travel expenses; including receipts for all expenses. If an employee has received cash in advance, and total expenses are less than the amount of the advance, a check in the amount of the difference must be submitted to the Finance Department within 10 business days of return from trip.

6.6 CORPORATE CARD PROGRAM

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

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

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

Spending Limits – The person using the card must attain his or her supervisor's approval for the purpose and estimated amount of purchase prior to use.

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

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

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

6.7 MEAL AND BREAK PERIODS

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

6.8 COMPENSATORY TIME OFF (COMP TIME)

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

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

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

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

7.0 UNPAID LEAVES OF ABSENCE

7.1 PERSONAL LEAVE OF ABSENCE

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

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

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

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

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

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

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

Please note that the eligibility and other requirements and limitations do not apply to an employee's request for reasonable accommodation under the ADA. -Employees in need of leave as reasonable accommodation under the ADA for a medical condition may make such a request regardless of

their length of service, employment category, or other requirement of this policy. See Reasonable Accommodation policy.

7.2 MILITARY LEAVE

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

Differential pay may be granted for military leave greater than two weeks. -Employees may use their available vacation, personal, or compensatory time while absent for service under this policy.

7.3 EDUCATIONAL LEAVE & FINANCIAL ASSISTANCE

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

Employees may request a leave of absence without pay for educational purposes for up to 12 months duration when absence from work is needed to attend classes at a junior college, college, or trade school. All educational leave requests must be approved in advance by recommendation by the department head and approval by the City Manager. The Human Resources Director should be contacted regarding how seniority, health insurance, vacation, and other benefits are affected during and after the leave of absence.

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

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

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

7.4 FAMILY AND MEDICAL LEAVE

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

Eligibility

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

Conditions Triggering Leave

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

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

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

Definition of Serious Health Condition

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

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

Military Family Leave

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

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

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

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

beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

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

Calculation of FMLA Leave

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

Intermittent Leave

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

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

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

Use of Accrued Paid Leave

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

Outside Employment

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

Requesting Leave

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

Notification by Employee

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

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

Certification

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

Employees may be required to provide a fitness-for-duty certification before returning to work.

Benefits

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

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

Return to Work

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

Questions

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

Limited Nature of This Policy

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

7.5 VOTING

The City encourages employees to fulfill their civic responsibilities by participating in elections. Generally, employees are able to find time to vote either before or after their regular work schedule. If an employee’s work hours begin less than two hours after the opening of the polls and end less than two hours before the closing of the polls, the City will grant up to ~~2~~⁴ hours paid time off to vote. Employees must request time off under this policy before the ~~ee~~lection day. ~~–~~Employee will be required to provide their receipt from the polling place. The City may schedule the hours during which the employee takes time off to vote under this policy.

7.6 VESSA LEAVE

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

7.7 SCHOOL VISITATION LEAVE

The City provides eligible employees who have exhausted all paid time off (except sick and disability) unpaid time off to attend school conferences and activities of their child. Under this policy, “child” includes biological, adopted, foster, stepchild of the employee, and/or legal wards

of the employee.

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

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

7.8 ADMINISTRATIVE LEAVE

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

8. EMPLOYEE PERFORMANCE AND BEHAVIOR

8.1 EMPLOYEE CONDUCT AND WORK RULES

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

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

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

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

8.2 USE OF CITY PROPERTY AND EQUIPMENT

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

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

8.3 CITY VEHICLES AND DRIVING ON CITY BUSINESS

Any employee who drives a City vehicle is expected to treat it with care. Any employee who abuses a City vehicle through lack of care or unsafe or distracted driving will be subject to disciplinary action up to and including termination. In the event of an accident involving a City

vehicle or while on City business, the employee must report all information immediately to their supervisor or in their absence, the Risk Manager.

When driving a City vehicle or personal vehicle on City business, employees ~~are prohibited from using~~ should limit cell phones and any other electronic equipment unless use of a cell phone is concurrent with and related to an employee's response to an emergency. Employees ~~should~~ shall safely pull off the road and come to a complete stop or use a hands-free device before dialing, talking, texting, or using any electronic equipment. Distracted driving is considered a serious offense and employees must be aware of their surroundings and their concentration levels at all times.

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

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

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

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

Employees should be aware that City vehicles may have GPS tracking devices and cameras recording driver and passenger activity.

8.4 WORKPLACE VIOLENCE PREVENTION

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

Conduct that threatens, intimidates, or coerces another employee, or member of the public will not be tolerated. All threats of (or actual) violence, both direct and indirect, must be reported as soon as possible to your immediate supervisor or any other member of management. This includes threats by employees, as well as threats by customers, vendors, solicitors, or other members of the public. When reporting a threat of violence, employees should be as specific and detailed as

possible. All suspicious individuals or activities should also be reported as soon as possible to a supervisor. Do not place yourself in peril.

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

8.5 DISCIPLINARY POLICY AND PROCEDURES

POLICY:

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

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

PROCEDURE:

1. When the conduct or ability of an employee is such that duties are not being performed satisfactorily or the supervisor's expectations are not being met, and satisfactory improvement has not resulted from ~~Constructive Criticism meetings~~ [counseling sessions or previous meetings](#), the supervisor shall record in detail the employee's job performance issues on a Disciplinary Action Form. The supervisor shall specifically state the unsatisfactory performance and the recommended action to be taken. A copy of any written disciplinary report shall be given to the employee with a copy placed in the employee's personnel file, and shall be signed by both the employee and the supervisor. A copy of any disciplinary report that includes suspension and/or dismissal shall be sent to the City Manager prior to the specific action being taken.
2. When a reprimand seems warranted, the supervisor shall meet with the employee, ascertain reasons for the act, and if warranted, reprimand the employee verbally or formally with a written Disciplinary Action Report. ~~A note~~ [copy](#) of any ~~verbal~~ reprimand shall be placed in the employee's personnel file.

3. Suspension is a temporary separation without pay. It is used for infractions not grave enough for dismissal. It is also used during the time an investigation is being conducted. If an investigation finds discipline unwarranted, the employee shall be returned to duty and paid for the time suspended. Suspensions may not be imposed without prior discussion with the City Manager.

4. Dismissal is discharge made for misconduct or other “for cause” issues, performance issues, “at will” terminations, or reductions in force due to changing business operations, and/or program modifications resulting in changes in personnel requirements.

4.

8.6 GRIEVANCE PROCEDURE

In General – In most cases, employees are able to satisfactorily address workplace concerns with their supervisor, department head, or the Human Resources Director. Good relationships are easier to achieve in an open atmosphere where problems and opinions are discussed freely, frankly, and sincerely.

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

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

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

~~Step 1: Employees can present the problem orally or in writing to his or her immediate supervisor. The supervisor will normally respond no later than the 14th calendar day after the complaint is made. If the supervisor does not respond within 14 days, or the problem is not resolved to the employee's satisfaction, the complaint may proceed to Step 2.~~

Step 2: The employee shall submit his or her complaint in writing to their immediate supervisor or department head within five (5) working days. ~~days of the supervisor's decision in Step 1.~~ When circumstances warrant, the department head will investigate and evaluate the complaint and attempt to reach a settlement. The immediate supervisor/department head shall make his or her decision and discuss it with the employee no later than the 14th-7th calendar day after the written complaint is received. If the employee fails to receive a reply in fourteen-seven (14/7) calendar days, if a satisfactory settlement cannot be reached, or if grounds for settlement are not within the scope of the department head's authority, the complaint can proceed to Step 3.

Step 32: The employee shall submit his or her complaint in writing to the Human Resources Director. When circumstances warrant, a thorough investigation will be conducted and a conference will be scheduled among the employee, his or her immediate supervisor and/or department head, and the City Manager. A ruling on the matter will be delivered in writing to the employee within ~~fourteen-seven~~ (147) calendar days following the conference, and the decision of the City Manager shall be final and binding.

~~Time Limits: A complaint may not be considered under the Procedure if the time elapsed between its occurrence and the initial discussion with the supervisor equals or exceeds thirty (30) calendar days.~~

An employee wishing to appeal a decision rendered at any of the steps must do so within three (3) working days after notification of the decision. Should three (3) working days pass without notification by the employee of his or her intentions to appeal, the matter shall be considered settled.

In cases that require extensive investigation, time limits specified in the steps may be extended at the City's discretion.

Any City employee may file a grievance pursuant to this procedure without fear of retaliation or reprisal from others. Any employee experiencing such conduct shall report it to the The City Human Resources Department will aggressively handle any actions as identified through the review process and will so that it can take appropriate steps to stop or otherwise remedy such retaliation any type of reprisal taken against individuals filing a charge of discrimination or harassment.

8.7 THEFT AND FRAUDULENT ACTIVITIES POLICY

Any employee who has reason to believe theft, fraudulent activity, or other illegal act has occurred (or may occur) in conjunction with any City department, function, or activity shall immediately report it to the Human Resources Director or their department head.

Fraudulent transactions and other acts covered under this policy may include but are not limited to: misappropriation of City funds, theft of the City property, or falsification of records or reports, waste, or abuse of funds, property, or other resources.

Employees must cooperate fully with those performing investigations pursuant to this policy. Employees found to have participated in any fraudulent act or other activity in violation of this policy will be subject to disciplinary action up to and including termination from employment. In addition, criminal or civil actions may be taken against employees who participate in such acts.

For the purpose of this policy, fraud shall be defined to include: The intentional deception by an individual or individuals, either internal or external to the City, which could result in a tangible or intangible benefit to themselves, others, or the City, or could cause detriment to others or the City. Fraud includes a false representation of a matter of fact, whether by words or by conduct, by false

or misleading statements, or by concealment of that which should have been disclosed, which deceives and is intended to deceive.

8.8 E-MAIL AND INTERNET POLICY

The City of Pekin provides access to the information resources of the Internet and the use of E-Mail to help employees do their job and be a more productive employee. The facilities to provide that access represent a considerable commitment on the part of the City of Pekin. The following E-Mail and Internet policy is designed to help you understand our expectations, and to help you use those tools wisely.

The following guidelines are little more than good business practice. When applied to E-Mail and the Internet, these guidelines can help control the cost of the system and maximize its benefits for all the City of Pekin participants.

PURPOSE

The purpose of this policy is to establish an e-mail policy for all municipal employees, volunteers, appointees and elected officials that create, use, and manage e-mail as part of the transaction of business. Additionally, this policy will set forth some general guidelines as to what constitutes a “public record.”

INTENT

To establish guidelines that will promote the effective capture, management, and retention of e-mail messages which are public records in compliance with records retention requirements. This policy is not intended to discourage the use of e-mail to conduct municipal business, but rather to establish a framework for its proper use as a communications tool. E-mail can still function as a viable, efficient means to conduct municipal business. Consistency, predictability, and reliability in the manner in which the e-mail system is used and in which public records are maintained within the municipality, are the primary focuses of this policy.

POLICY

All municipal records should be inventoried and analyzed for administrative, legal, financial and historical values to ensure that:

1. Valuable records are adequately preserved; and
2. Non-records and obsolete records are destroyed in accord with authorized records retention schedules and after approval is received from the Local Records Commission.

SCOPE

This policy applies to all e-mail and attachments circulated within the municipality.

DEFINITIONS

~~A.~~ ~~A.~~ E-mail messages are text documents which are created, stored, and delivered in an electronic format. As such, e-mail messages are similar to other forms of communicated messages, such as correspondence, memoranda, and circular letters.

B. Non-record messages are e-mail messages that do not set policy, establish guidelines or procedures, certify a transaction, or become a receipt. Rather, they are informal communications that are similar to communications during telephone conversations or conversations in an office hallway. Generally, non-record messages are short-lived, with no historical significance or public importance, and need not be retained after they have fulfilled their purpose. Examples include:

1. Routine requests for information or publications which require no administrative action, policy decision, or special compilation or research, and copies of replies.
2. Originating office copies of letters of transmittal that do not add any information to that contained in the transmitted material.
3. Quasi-official notices including memoranda and other records that do not serve as the basis of official actions (i.e., holiday notices, meeting confirmations, etc.).

C. Records retention schedules are listings of agency records and how long they must be retained.

APPROPRIATE USE

E-mail and Internet services are City of Pekin property, and they are to be used primarily to facilitate city business. The City recognizes that there may be occasions where it is necessary to use the systems for incidental personal purposes. ~~This does not, however, allow for continuous use during lunch hours or break times. Reasonable use for personal purposes may be permitted. As always, use of E-mail and Internet services may be monitored, and abuse of non-work related use of the systems may result in a loss of access and/or disciplinary action.~~

ACCESS AND PRIVACY

Users should take note that the information generated on e-mail may be a public record subject to public inspection. There is no expectation of privacy when using the city's network. Regardless if messages are sent on a personal device or account, they are may be -subject to FOIA if they are sent or received by a public employee and pertain to public business.

RETENTION

~~Generally, e-mail messages are temporary communications which are non vital and may be discarded routinely. However, depending on the content of the e-mail, it may be considered public~~

record. Accordingly, employees have the same responsibilities for e-mail messages as they do for any other public record and must distinguish between records and non-record information.

~~Non-record messages should be deleted from files as soon as they have fulfilled their purpose. These are records that are not required to be kept under law or whose preservation is not necessary or convenient to conduct municipal business. On the other hand, messages determined by users to be records should be properly preserved and disposed of as specified in the municipality's approved records retention schedule. Examples of messages considered to be records might include policy documents or contract related documents.~~

~~Messages and attachments shall be reviewed at minimum every 15 days and, if they are determined to be records, printed fully (including time, date, sender and receiver) and retained in paper format.~~

~~The IT Department shall delete all messages from the server thirty (30) days after they have been opened.~~

~~Factors to consider in deciding whether a document is a record are:~~

~~1) Is it in connection with the transaction of public business (this eliminates all e-mails which do not relate to public business, i.e., personal notes, etc.)?~~

~~2) Is it official documentary material (a draft of a letter vs. the letter itself)?~~

~~3) Is it FOIAable? For example, "preliminary drafts, notes, recommendations, memoranda and other records in which opinions are expressed, or policies or actions are formulated" need not be produced under FOIA, "except that a specific record or relevant portion of a record shall not be exempt when the record is publicly cited and identified by the head of the public body." Therefore, unless staff wishes to keep their preliminary drafts, notes, etc., there seems to be no point in keeping these documents and presumably they may be destroyed if paper or deleted if e-mail.~~

~~4) Is the material "appropriate for preservation by such agency or officer, or any successor thereof, as evidence of the organization, function, policies, decisions, procedures, or other activities thereof, or because of the informational data contained therein"? These would eliminate the necessity of keeping documents which do not reflect the official actions of the municipality, but rather the comments or actions of individuals which reflect not the policy of the municipality but the thought of the individual.~~

~~5) Does the document have any historical significance? Is the document evidence of the function, policies, decisions, procedures or other activities of the municipality or of just an individual?~~

~~6) Even if a document is a record it need not be kept forever. The LRA sets up timetables within which records may be destroyed. Each municipality should refer to its own Records Retention Schedule to determine how long a particular record must be retained. If a Records Retention Schedule does not yet exist, the Local Records Commission should be contacted by the municipality in order to gain assistance in:~~

- ~~_____ a. _____ creating an inventory of the documents that exist within the municipality;~~
- ~~_____ b. _____ determining the amount of time each category of records must be retained;~~
- ~~_____ c. _____ obtaining approval of the retention periods assessed to each record.~~

~~Examples of potential records requested to be retained in a Records Retention Schedule, and their generally requested retention periods, include:~~

- ~~• E-mails considered public records — 1 year~~
- ~~• Unsolicited applications for employment — 1 year~~
- ~~• Solicited applications for employment — 2 years~~
- ~~• FOIA requests and denials — 2 years after the date of filing~~
- ~~• Lawsuits — 3 years following final settlement~~
- ~~• Bids — 10 years (successful), 3 years (unsuccessful)~~
- ~~• Annexation agreements, transcripts, plats, ordinances — permanently~~

~~_____ 7) _____ Many e-mail documents rapidly become stale and do not reflect “function, policies, decisions, procedures, etc.” when a matter is finalized. Therefore, the municipality can simply keep the final document.~~

~~_____ 8) _____ Are the records duplicative? Only one copy need be retained.~~

~~NOTE: A public record that is stored and accessible after this time is still a public record and must be produced upon request, if it does not fall within one of FOIA’s exemptions. Accordingly, a systematic deletion program that eliminates obsolete documents should be implemented in conjunction with the system administrator.~~

EXAMPLES OF E-MAILS THAT GENERALLY CONSTITUTE PUBLIC RECORDS

- ~~• E-mail created or received by municipal employees in connection with municipal business~~
- ~~• E-mail that facilitates action, such as initiating, authorizing or completing a transaction in connection with municipal business~~

EXAMPLES OF E-MAILS THAT GENERALLY DON’T CONSTITUTE PUBLIC RECORDS

- ~~• Personal e-mail messages and announcements not related to municipal business~~
- ~~• Copies or extracts of documents e-mailed for convenience or reference~~
- ~~• Internal e-mails created by employees on work-related topics which do not facilitate action (i.e., cover notes, etc.)~~
- ~~• E-mails containing drafts, notes or inter-office memoranda that are not retained by the municipality in the ordinary course of business~~

EXAMPLES OF E-MAILS THAT MAY CONSTITUTE PUBLIC RECORDS

- ~~E-mail that provides substantive comments on an action taken by the municipality (i.e., comments add to a proper understanding of the execution of the final municipal action)~~
- ~~E-mail providing documentation of significant official decisions and commitments reached orally and not otherwise documented in the municipality's files~~

RESPONDING TO FOIA REQUESTS

~~If an e-mail does fall within the definition of a public record it may not be deleted, except as provided in the municipality's record retention schedule. Further, these e-mails should be reviewed prior to release under FOIA so that any exempt information contained in them may be deleted or redacted. Finally, if the e-mail falls within one of the exemptions (i.e., protected by attorney-client privilege), it need not be produced.~~

~~If in doubt as to whether an e-mail message is a public record or contains exempt information, contact Corporation Counsel or City Clerk for clarification.~~

COPY OF RECORD

~~Where e-mail communication is between a sender and a recipient, the sender's copy is designated as the copy of record. In other words, it is the sender's copy to which any retention requirements should apply. All other copies are merely "duplicates" and can be disposed of at will. Cases where this principle does not apply include e-mail received from other agencies or from the public.~~

REVIEW

A periodic review of this policy shall be undertaken to keep the policy current with best practices and new technology.

ACCEPTABLE USES OF THE CITY OF PEKIN E-MAIL AND THE INTERNET

The City of Pekin encourages the use of the e-mail and the Internet because they make communication more efficient and effective. The City also encourages the use of telecommunications to explore occupational topics, conduct research, and contact others in the same job field throughout the country. The City anticipates that the systems will expedite the sharing of effective practices and lessons across the community and will help the City stay on the leading edge of practice by forming partnerships with others across the nation. E-Mail and Internet service are City of Pekin property, and they are to be used exclusively to facilitate city business. Every employee has a responsibility to maintain and enhance the City of Pekin's public image and to use e-mail and Internet access in a productive manner. Any unauthorized or improper use of e-mail or the Internet is not acceptable and will not be permitted.

UNACCEPTABLE USES OF THE CITY OF PEKIN E-MAIL AND THE INTERNET

City of Pekin e-mail and Internet access may not be used for transmitting, retrieving or storing any communications of a discriminatory or harassing nature or materials that are obscene or X-rated. Harassment of any kind is prohibited. (Refer to the City of Pekin Anti-Harassment policy). No messages with derogatory or inflammatory remarks about an individual's race, age, disability, religion, national origin, marital status, physical attributes or sexual orientation may be transmitted or forwarded using the City of Pekin system. No abusive, profane or offensive language may be transmitted through the City of Pekin's e-mail or Internet system. The City of Pekin's harassment policy applies in full to e-mail and Internet use. Employees do not have a personal privacy right regarding any matter created, received, stored or sent from or on the City of Pekin's e-mail or Internet system or computers.

The City of Pekin e-mail and Internet system also may not be used for any purpose that is illegal, against City policy or contrary to the City of Pekin's best interest. Solicitation of ~~non~~-non-City business or any use of the City of Pekin e-mail or Internet system for personal gain is prohibited.

RULES FOR ELECTRONIC COMMUNICATIONS

Each employee is responsible for the content of all text, audio or images that he or she places on or sends over the City of Pekin's e-mail or Internet system. Employees may not hide their identities or represent that any e-mail or other electronic communications were sent from someone else or from another business entity. Employees must include their name in all messages communicated on the City of Pekin's e-mail and Internet system.

Any messages or information sent by an employee to another individual outside the City of Pekin via the City of Pekin e-mail or Internet system (including bulletin boards, online services or Internet sites) are statements that reflect on the City of Pekin. Despite personal "disclaimers" in electronic messages, any statements may be tied to the City of Pekin. Any communication defaming another person, group or organization is strictly prohibited.

All communications sent by employees via the City of Pekin's e-mail or Internet system must comply with all policies and may not disclose any confidential or proprietary information relating to the City of Pekin.

If employees receive unsolicited e-mail from outside the City that appears to violate this policy, the employee should notify his or her supervisor immediately. Similarly, if any employee accidentally accesses an inappropriate web site in the normal course of business, the employee should notify his or her supervisor immediately.

DOWNLOADING SOFTWARE

To prevent the downloading of computer viruses that could contaminate the system, no employee may download software without prior authorization from his/her department head. If unsure, the department head should clear the request with the IT Department before authorization is granted. Any and all software that is downloaded must be registered with the City of Pekin.

COPYRIGHT AND TRADEMARK ISSUES

Copyrighted and trademarked material that does not belong to the City of Pekin may not be transmitted by employees on the City of Pekin's e-mail or Internet system without permission from the holder of the copyright or trademark. Every employee who obtains access to other companies' or individuals' materials must respect all copyrights and trademarks and may not copy, retrieve, modify or forward copyrighted materials, except with permission or as a single copy for reference only.

SYSTEM SECURITY

The City of Pekin reserves the right to monitor how employees use e-mail and the Internet. The City of Pekin will monitor e-mail messages, Internet use and other electronic files created by employees on a random basis, and where there is good cause for such monitoring or some legal obligation to do so. All messages created, sent or received over the City of Pekin's e-mail or Internet system are the City of Pekin's property and should not be considered private information. The City of Pekin reserves the right to access and monitor EVERY message and file on the e-mail or Internet system. Despite the existence of any passwords, employees should not assume that any electronic communication is private. Highly confidential information or data should be transmitted in other ways.

VIOLATIONS

Any employee who violates these rules or otherwise abuses the privilege of the City of Pekin's e-mail and Internet system will be subject to corrective action up to and including termination. If necessary, the City of Pekin also reserves the right to advise appropriate officials of any illegal activities.

8.9 SOCIAL MEDIA

The City recognizes the prevalence and importance of social media. Social media includes, but is not limited to, online forums, and social networking sites. The use of social media by City employees can become a problem, however, if it interferes with an employee's work, is used to harass coworkers, creates a hostile work environment, harms the goodwill or reputation of the City, [releases private or confidential information about employees, students, patients or customers of the City of Pekin](#), or if it in any way adversely affects the City.

Employees are expected to use their professional judgment and take the most prudent action possible with regard to social media posts. If a City employee is uncertain about the appropriateness of a social media posting, he or she should refrain from making the post, or contact the Human Resources Director.

While it is not possible to list all inappropriate social media activity, following are some guidelines:

1. No City employee other than a designated spokesperson may speak on behalf of the City.

2. If an employee identifies himself or herself as a City employee or discusses matters related to the City on social media, the employee must make clear that he or she is an employee of the City and that the views posted are those of the person (the employee) alone and they do not represent the views of the City or any agency or department of the City. The employee must keep in mind that if information is posted in violation of City policy or any law, the disclaimer will not shield the employee from disciplinary action.
3. Unless given written consent by the City, an employee shall not use the City's logo or trademarks on any social media post.
4. All postings on social media must comply with the City's confidentiality, ethics, harassment, safety, and personnel policies. If an employee is unsure about the confidential nature of information the employee is considering for posting, the employee must first consult with their supervisor.
5. Employees shall not link any post to the City's website, nor shall an employee post City material, on a social media site without written permission from City Human Resources.

Violation of this policy may lead to discipline up to and including the immediate termination of employment.

8.9A MEDIA AND PUBLIC RELATIONS

Employees should not speak to the media or public relations entities (bloggers, chat rooms, online site managers) on behalf of the City or for any individual Department without contacting the Department Head/Chief or the City Manager. All media inquiries should be directed to the City Manager.

8.10 ANTI-HARASSMENT POLICY AND COMPLAINT PROCEDURE

POLICY STATEMENT

The City is committed to providing a work environment free from unlawful discrimination and harassment. Discrimination or harassment of any kind based on sex, race, color, national origin, age, religion, disability, handicap, sexual orientation, protected veteran status, marital status, ancestry, order of protection status or any other legally protected characteristic is strictly prohibited. Actions, words, jokes, or comments based on any of these characteristics will not be tolerated.

Sexual harassment is one type of harassment that is prohibited. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitutes sexual harassment when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Other conduct commonly considered to be sexual harassment includes:

- **VERBAL:** sexual innuendoes, suggestive comments, insults, humor and jokes about sex, anatomy or gender-specific traits, sexual propositions, threats, repeated requests for dates, or statements about other employees, even outside their presence, of a sexual nature.
- **NONVERBAL:** suggestive or insulting sounds (whistling), leering, obscene gestures, sexually suggestive bodily gestures, "catcalls", "smacking", or "kissing" noises
- **VISUAL:** posters, signs, pin-ups or slogans of a sexual nature
- **PHYSICAL:** touching, unwelcome hugging or kissing, pinching, brushing the body, coerced sexual intercourse, or actual assault

PROCEDURES

If you believe you have been subject to or witness to sexual or other unlawful harassment, report it immediately to your supervisor, department head, or Director of Human Resources. Such conduct must be reported whether it occurs at or away from City facilities, during work hours or outside work hours, and whether committed by a City employee or by another person the employee encounters as part of employment by the City, such as a supplier.

Any supervisor or manager who becomes aware of possible sexual or other unlawful harassment must immediately report such information to the Human Resources Director or City Manager even if the employee has asked that no action be taken on the complaint.

Employees can make good faith reports and complaints of sexual or other harassment without fear of reprisal or retaliation. Retaliation by any person against an employee making such a report or complaint or participating in a related investigation is strictly prohibited and any such retaliation subjects an employee to disciplinary action, up to and including termination of employment.

False and frivolous complaints refer to incidents where the accuser is using a sexual harassment complaint to accomplish some end other than stopping harassment. It does not refer to charges made in good faith which cannot be proven. Given the seriousness of the consequences for the accused, a false and frivolous charge is a severe offense that can itself result in disciplinary action.

All complaints of sexual or other harassment will be promptly and thoroughly investigated. To the extent possible, the City endeavors to maintain confidentiality of complaints and related investigation.

Any employee who has engaged in sexual or other unlawful harassment or otherwise violated this policy will be subject to disciplinary action, up to and including termination of employment.

The City hopes that any incident of sexual harassment can be resolved through the internal process outlined above. This policy, however, does not preclude any employee from filing a complaint with an appropriate outside agency. Employees may choose to file a complaint of harassment with either of the following:

—Illinois Department of Human Rights Opportunity Commission <u>Suite 2800</u>	OR	—Federal Equal Employment 500 West Madison Street –
—James R. Thompson Center <u>Madison Street – Suite 2800</u>		<u>Chicago, Illinois 60661</u>
—100 West Randolph Street, Suite 10-100		<u>(312) 353-2713</u>
— ((312) 814-6200		<u>Chicago, Illinois 60661</u> <u>(312) 353-2713</u>

8.11 DRUG AND ALCOHOL POLICY

The City is committed to providing a safe and healthy workplace and a work environment that promotes employee health and well-being and public confidence. The City expects all employees to report for work in a condition to perform their duties safely and satisfactorily. Employee involvement with drugs and alcohol can adversely affect job performance and employee morale, jeopardize employee and public safety, and undermine public confidence.

It is a violation of City policy for any employee to use, possess, manufacture, transport, distribute sell, trade, and/or offer for sale, illegal drugs or alcohol while on the City property or while representing or working for the City. Furthermore, any such conduct (as well as alcohol use) off-premises and/or during non-working hours that adversely affects or has the potential to adversely affect safety or performance is also prohibited. An employee found to be under the influence of alcohol or found to have a detectable concentration of an illegal drug while on duty or while representing the City is subject to termination.

Any employee convicted of any criminal offense involving alcohol or illegal drugs or other controlled substance in connection with or related to their employment with the City in any manner is required to notify their department head in writing of such conviction within five (5) days of the conviction. Failure to provide such notice will result in termination.

If an employee has knowledge of the presence or use of drugs, alcohol or other intoxicants or the presence or use of illegal drugs, alcohol or other intoxicants or controlled substance on City property or in City equipment or vehicle, that employee is required to report such presence as well.

Employees may be required to submit to blood, urine or other diagnostic tests to detect alcohol or drugs in their system. Testing that may be required includes the following:

1. Post-Offer/Pre-Employment. The City requires employees who have been extended a conditional offer of employment to undergo a drug and alcohol test. Individuals subject to this testing who refuse to take a test or who test positive will not be eligible for employment with the City.
2. Post-Post-Accident. When an employee is involved in an on-the-job accident, he or she may be required to undergo a drug and alcohol test. An “accident” includes an incident that results in death or bodily injury to an individual requiring medical treatment away from the scene of the accident; any incident resulting in damage to property; and any serious or potentially serious incident, including near misses, in which safety precautions were violated or unusually careless acts were performed. Testing shall occur as soon as possible after the accident; however, nothing in this policy shall be construed to require the delay or necessary medical attention for the injured following the accident. Each employee whose performance could have contributed to the accident is subject to testing.
3. Reasonable Suspicion Testing. When an employee’s supervisor or other supervisor has reason to believe an employee on City property or during work hours is using or is under the influence of prohibited drugs or alcohol, or that there has been a violation of this policy, the employee may be required to undergo a drug and alcohol test.

If an initial screening test indicates a positive finding, a confirmation test will be conducted. Any employee who refuses to submit to testing under this policy is subject to termination. An employee will be subject to the same consequences of a positive test if he or she adulterates or dilutes the specimen, substitutes the specimen with that of another person, will not sign the required forms, or refuses to cooperate in the testing process in such a way that prevents completion of the test.

For the purposes of this policy, an employee shall be deemed to have used, or be under the influence of, or impaired by alcohol when any test demonstrates a blood/alcohol, concentration within the employee’s system of or equivalent to .04 percent or more, and by drugs, intoxicants, or other controlled substance whenever any testing confirms the employee has detectable levels of a drug, intoxicant, or other controlled substance or its components within the employee’s system for which the employee has not provided proof of a current prescription.

The City reserves the right to carry out reasonable searches of employees and their property, including but not limited to desks, files, clothing, lockers and private vehicles parked on City property. An employee who refuses to submit immediately to such a search shall be subject to termination.

Employees are prohibited from bringing drug paraphernalia onto the City property at any time. An employee who possesses or distributes such paraphernalia while on the City property, or while representing the City, shall be subject to termination.

Employees who take over-the-counter or prescribed medications are responsible for being aware of any effect(s) the medications may have on the performance of their duties and must promptly inform their immediate supervisor if any medication may impair their ability to do their jobs. The

employee must also maintain the substance in its original container, identifying the medications, dosage, date of prescription, and prescribing physician. If an employee's use of any medication could adversely affect the safe performance of his or her job duties or conduct on the job, the employee must provide their department head with a statement from the physician indicating the employee is able to work while taking such medications and listing any precautions, safety restrictions, or any on-duty limitations resulting from the use of the medication. An employee who fails to do so shall be subject to disciplinary action, including termination. In addition, employees who take over-the-counter or prescribed medications contrary to the instructions of the label or physician, may be subject to disciplinary action, including termination.

The City encourages any employee with a drug or alcohol problem to contact their department head or the Human Resources Director for assistance. The City may, at the employee's request, and when it is the first occurrence, refer her or him to an assistance program for information or professional assistance. The City includes such treatment as an eligible expense in its medical insurance program. All communications will be strictly confidential. Employees will not be subject to discipline for voluntarily acknowledging a drug or alcohol problem prior to detection. However, this will not excuse any violation of this drug and alcohol policy for which the employee is subject to disciplinary action, including, but not limited to, termination.

8.12 SMOKING POLICY

The City is committed to providing a safe and healthy environment. The City strives to be a smoke-free/tobacco free/nicotine-free work place.

All City-owned or operated buildings and vehicles are non-smoking areas. Smoking and the use of tobacco products is prohibited in any enclosed building and within 15 feet of any entrance or exit.

***Effective April 1, 2018, tobacco use of any type (pipes, cigars, chewing tobacco, cigarettes or "vaping" with e-cigarettes), is not permitted on City property. Violations of this policy may result in disciplinary action, up to and including termination.

Employees are permitted to smoke in their personal vehicles, even if parked on City property, during designated breaks and lunches. Smoking on properties adjacent to City property is discouraged. Employees should avoid "congregating" on these properties.

8.13 ATTENDANCE and PUNCTUALITY

Employees are expected to be reliable and punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on our ability to serve the public. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they must notify their supervisor at work or at home as soon as possible before the start of the scheduled work time. If unable to reach the supervisor, the employee must notify the front desk receptionist or the Human Resources office.

The supervisor has the discretion to excuse late notification in the event of unusual or exceptional circumstances. Poor attendance and excessive tardiness are disruptive and may lead to disciplinary action up to and including termination.

An employee who is absent for a period of three (3) consecutive days without notification will be considered to have voluntarily resigned.

By definition, any employee who is not at his or her workstation (area) prepared to start work at the scheduled starting time for the shift is late. Likewise, an employee who does not return to work in a timely manner after a meal or other break is considered late.

Any employee who reports to work more than ten (10) minutes after the beginning of the shift must report to his/her immediate supervisor prior to beginning work.

8.14 PERSONAL APPEARANCE AND IMAGE

It is the policy of the City that each employee's dress, grooming, and personal hygiene must be appropriate to the work situation. Employees are expected at all times to present a professional businesslike appearance that is neat and clean to the public we serve. The City may be judged not only by the quality of its services, but also by the appearance of those providing the services. Therefore, while freedom of individual expression and changing styles and fashion are recognized, it remains important to meet the expectations of the public while representing the City. Good grooming and appropriate dress reflect employee pride and inspires community confidence. This policy applies to all City employees and volunteers.

During business hours and business functions, and when representing the City, employees are expected to present a clean and neat appearance and to dress according to the requirements of their positions. Employees are expected to dress in business casual unless circumstances require a more professional image.

Below are common examples of approved business casual attire in an office setting:

~~Business casual includes collared and/or Henley style city shirts and polo shirts; dress pants, khakis, and long capri pants (but not clam diggers or cargo style). Shorts are not allowed. Dresses and skirts must be mid length (at or below the knee); mini skirts (at mid thigh or above) are not allowed. Spaghetti strap or backless dresses are prohibited.~~

- Blazer/Jacket/Sports Coat
- Sweater/Cardigans
- Blouse/Top/Collared and/or Henley Style City Shirts/Polo of a professional nature
- Skirt/Dress
- Dress pants/Khakis
- Hosiery (socks/tights/stockings)
- Proper undergarments

Provocative, suggestive articles, or other inappropriate work attire as defined below are not allowed in the workplace (this is not an all-inclusive list):

- Short dresses, mini dress, short skirts, or skorts that are above the knee in length.
- Yoga pants or similar knit pants, ~~leggings that are skin fitting~~
- Spaghetti strapped dresses or tops
- Sheer or see-through material ~~that exposes inappropriate areas~~
- Jogging pants or similar exercise / lounge pants / pajama pants
- Ill-fitting clothing (too loose or too tight)
- Bermuda shorts that are above the knee in a standing position
- ~~Hats of any kind~~
- Sunglasses/sun shades
- Crop tops, halter tops, or abdomen revealing tops, or T-shirts
- Noticeably worn articles of clothing showing signs of wear and tear, ripped, or torn.
- Casual ~~flip-flops, tank or halter tops, sweatpants or yoga pants, sweatshirts, shorts or T-shirts with unauthorized or inappropriate printed slogans or designs~~ or athletic shoes of any type, and similar items of casual attire that do not present a businesslike appearance.

All attire must be clean and pressed. Any clothing that is excessively worn, frayed, or suggestive, provocative or revealing is not appropriate. Furthermore, facial jewelry, such as eyebrow rings, nose rings, lip rings, and tongue studs, is not appropriate and must not be worn during work hours.

Hair must be clean, combed, and neatly trimmed or arranged.

Good personal hygiene habits shall be maintained at all times. Cologne, perfume and aftershave should be subtle.

The City may designate Casual Day for employees. This designation is a privilege that is offered to provide a more comfortable and relaxed work atmosphere. Casual days may be revoked on a Citywide basis if the guidelines set forth are not adhered to. Employee participation in Casual day is optional. The following guidelines shall be followed:

- 1) Employees scheduled to meet with the public or with persons outside the department must wear normal business attire;
- 2) Business casual attire must be professional and appropriate for the workplace;
- 3) Denim jeans are allowed, as long as they are not ripped, torn, or have holes in them.
- 4) Casual shirts, dress shirts, sweaters, blouses and tops are acceptable.

Casual days does not apply to employees in departments where uniforms are the normal dress.

Depending on the nature of their job, certain employees may be required to meet special dress and grooming standards, such as wearing uniforms or dressing in designated business attire for specific occasions. Employees must consistently wear nametags and insignias identifying the City and the employee when required. Employees conducting or attending meetings, seminars, roundtables, etc. with the public are expected to represent the City in a professional manner and dress appropriately for conducting such business.

Any employee whose appearance does not meet these guidelines will be sent home and instructed by their direct supervisor or department head to return to work in proper attire. Consult with your department head if you have questions as to what constitutes appropriate attire.

The image you portray is also affected by the spirit with which you contribute to the team effort. Courtesy, in person, by telephone, or by letter, is expected of each employee when interacting and communicating with other employees, and the public.

8.15 RETURN OF PROPERTY

Employees are responsible for all property, materials, or written information issued to them or in their possession or control. Employees must return all the City property, including all equipment, supplies, and keys immediately upon request or upon termination of employment. Where permitted by applicable laws, the City may withhold from the employee's check or final paycheck the cost of any items that are not returned when authorized by the employee.

8.16 RESIGNATION

Resignation is a voluntary act initiated by the employee to terminate employment. To resign from the City in "good standing," an employee must provide written notice to his or her department head in a reasonable period in advance of the actual day of separation. The City requests thirty (30) calendar days' notice for most job categories unless a shorter timeframe is approved by the department head, but in no case will less than two (2) weeks' written notice be considered a resignation in good standing. Failure by the employee to give notice may result denial of consideration for future employment.

Any employee absent from work without notice for three (3) consecutive work days will be deemed to have voluntarily terminated employment. This method of resignation precludes any reemployment with the City.

9. MISCELLANEOUS

9.1 SOLICITATION AND DISTRIBUTION

Solicitation of, or the distribution of literature to visitors of our facilities is strictly prohibited. Solicitation of employees or the distribution of literature, pamphlets or other materials, by anyone not an employee is strictly prohibited on the City property.

Solicitation of employees by other employees and/or the distribution of any literature between employees is prohibited during working time ("working time" applies not only to the employee doing the solicitation or distribution, but also to the employee being solicited or receiving the distribution) and in work areas.

The City recognizes that employees have interests in events and organizations outside the workplace. However, excessive unauthorized sales of tickets, solicitation of contributions, or the distribution of handbills can be disruptive in the workplace. Such activities require prior approval

of the department head. In some instances, the collection of money for presents, flowers, parties, donations, or for cases of particular hardship can be considered appropriate. In these exceptional cases, such collections may be permitted with the approval of the department head. All such approved solicitation may only be made during non-work time (regularly scheduled rest, meal periods, and other periods when employees are not on duty).

9.2 JURY / WITNESS DUTY

The City encourages employees to fulfill their civic responsibilities by serving jury duty when summoned. Any employee who is summoned and participates in jury duty shall be paid the difference between their regular rate of pay and the jury per diem for each day the employee normally would have worked. The employee must surrender to the City Clerk any compensation received for jury duty, except for mileage fees. Any employee off on jury duty shall report for work when released from jury duty during any period the employee would be scheduled for work.

Employees who receive a summons must provide a copy of the summons to their supervisor as soon as possible. Employees must provide proof of service and proof of per diem paid by the court upon completion of the jury duty period, or as requested by the City. It is the employee's responsibility to keep his or her supervisor informed as to the expected amount of time required for jury duty.

If you are subpoenaed as a witness in a court or administrative hearing not involving personal litigation or service as a paid expert witness, you will be granted paid time off work if such time off will not be detrimental to the City operations, and you may keep any witness fees. If you are subpoenaed in the line of duty to represent the City as a witness or defendant, your appearance will be considered a part of your job assignment (time worked).

9.3 TELEPHONE AND CELL PHONE USE

Personal calls and use of personal cell phones (for talking, texting, or other use) during work hours is to be kept to a minimum. Personal cell phones should be set on the vibrate function while at work and during work hours.

City telephones are intended to be used for business and job-related purposes only, and not for personal calls. Personal calls can be counter-productive and disruptive to the receiving employee and co-workers as well. While it is understood some non-business telephone interruptions are going to occur because employees can't always control the caller, it is the individual employee's responsibility to inform friends and relatives that, except in cases of emergencies, they are not to be receiving personal telephone calls at work.

Only local calls may be made on the City telephones. [Personal calls should be limited.](#) Disciplinary measures up to and including termination may result when personal telephone calls become excessive, disruptive and/or counter-productive to the employee or co-workers.

CITY CELL PHONES

City cell phones are allowed for employee use at the discretion of the City Manager. Cell phones are for business purposes ~~only~~, unless otherwise authorized by the City Manager. Employees will pay for upgraded phones at their own expense.

Personal Use: City employees are encouraged to keep their personal time their own and not use their cell phones/smart phones excessively on off-City hours as this could be in violation of the Fair Labor Standards Act. Check with individual supervisors about recommendations for using your phone after regular City business hours.

Usage of City cell phones for long distance calls is strongly discouraged.

9.4 USE OF CAMERAS / OTHER RECORDING EQUIPMENT

Caution should be taken with regard to the use of cameras, audio, video and other similar equipment while at work and in work areas. The City has legal nondisclosure and confidentiality obligations and respects the privacy of employees and the public. [Without authorization from a superior and the people to be recorded,](#) ~~The~~ City strictly prohibits the taking of photographs, [audio](#) and videos, whether by camera, [phone,](#) or any other device, in such areas [not generally accessible to the public, or in](#) as restrooms, locker rooms, and other [places generally considered](#) “private” ~~places~~. Violations of this policy may result in actions being taken including confiscation of equipment, initiation of appropriate disciplinary measures and/or potential legal action.

The City has many cameras and recording devices, as well as GPS tracking systems in vehicles and on premises. All City employees should be aware that they or their movements may be recorded while in one of these areas or vehicles.

~~9.59.5~~ SOCIAL SECURITY POLICY

The City of Pekin adopted a Social Security Policy under the Identity Protection Act, 5ILCS 179/1 et seq. to state the purpose or purposes for which the agency or its designees can collect an individual’s Social Security Number (SSN). Employees are to use the utmost care when collecting social security numbers and they will not use SSN for any unlawful purpose.

What does the City of Pekin do with your Social Security Number? The Identity Protection Act, 5 ILCS 179/1 et seq., requires each local and state government agency to draft, approve and implement an Identity-Protection Policy that includes a statement of the purpose or purposes for

which the agency is collecting and using an individual's Social Security Number (SSN). This statement of purpose is being provided to you because you have been asked by the City of Pekin to provide your SSN or because you requested a copy of this statement.

Why do we collect your Social Security Number?

You are being asked for your SSN for one or more of the following reasons:

- Utility account or licensee application
- Complaint mediation or investigation
- Crime victim compensation
- Law enforcement investigation
- Child Support Collection
- Internal verification
- Administrative services and or;
- Emergency Medical service response, disease control or other medical necessity;

What do we do with your Social Security number?

- We will only use your SSN for the purpose for which it was collected
- We will not:
 - Sell, lease, loan, trade, or rent your SSN to a third party
 - Publicly post or publicly display your SSN
 - Print your SSN on any card required for you to access our services
 - Require you to transmit your SSN over the Internet, unless the connection is secure or your SSN is encrypted
 - Print your SSN on any materials that are mailed to you, unless State or Federal law requires that number to be on documents mailed to you, or unless we are confirming the accuracy of your SSN

For details Contact : City of Pekin City Clerk's Office 111 S. Capitol St. Pekin IL 61554
Refer to City Code: Chapter 1 Administration Article 8

9.6 WORKING OFF-PREMISES

Employees who work off City premises must maintain appropriate care and security of all City equipment and information when authorized to work off-premises. Employees are responsible for maintaining the confidentiality of City information, documents, passwords, and other information. Employees are also responsible for preventing unauthorized access to any City system or information from their worksite. Employees must dispose of work related documents in a manner that will not jeopardize the interests of the City.

All City equipment, property, information, hardware, software, and files remain the property of the City and shall be promptly returned to the City upon request or termination of employment.

9.7 REPORTING ACCIDENTS AND INJURIES

All City employees are required to report all on-the-job accidents (including City vehicle accidents or accidents while driving on City business) to their supervisors immediately.

9.8 POLITICAL ACTIVITIES

The support or promotion of political activities or interests by City employees during working hours or with City resources is strictly prohibited. Employees may not make statements or publish materials that imply City endorsement of a particular political candidate.

9.9 INSPECTIONS

The City reserves the right to inspect all equipment, desks, lockers, offices, and other storage devices and areas on City premises (including, but not limited to, City buildings and parking areas), as well as any articles found within them, at any time, with or without notice. This includes the right to inspect employee property brought onto City premises.

9.11 CONFIDENTIALITY OF INFORMATION

The daily work of an employee may involve access to information about citizens, other employees or members of the general public that is sensitive and/or confidential in nature. Technological or manual capabilities should not be used in a manner that infringes upon an individual's right to privacy. Such information may be learned from City records, documents, files or conversations. Information originating from issues of litigation or medical documents is protected under strict Federal or State disclosure laws.

Any form of confidential information shall only be accessed and disclosed to authorized individuals as necessary, on a need to know basis, or as required through the normal course of business or work activity. Any employee who has been determined to be in violation of this policy may be subject to disciplinary action up to and including termination of employment.

Any questions or concerns by City employees regarding the appropriateness of conveying certain confidential information should be directed to the Human Resources Director as applicable.

PERSONNEL MANUAL ACKNOWLEDGMENT

PLEASE SIGN, TEAR OUT, AND RETURN THIS RECEIPT ACKNOWLEDGMENT TO THE HUMAN RESOURCES DEPARTMENT.

My signature below acknowledges I have received and read a copy of the City of Pekin Personnel Manual. I understand it contains important information on certain policies and my responsibilities as an employee of the City. I understand that if I have any questions or need additional information regarding policies and procedures, I may contact my immediate supervisor or the Human Resources Director.

I understand that this Manual does not constitute a contract of employment, express or implied, or a promise of treatment in any particular manner in any given situation. I understand that nothing contained in this Manual or any verbal statement should be interpreted as creating any type of employment contract between the City and me.

I understand that my employment with the City is at-will and that either I or the City may terminate my employment for at any time, for any reason, with or without cause or advance notice. I also understand there is no specified length to my employment with the City. Furthermore, no commitment for employment for any specified duration is valid or binding on the City unless expressly set forth in a written document and signed by both the employee and by an authorized representative of the City.

I understand that this Manual and the information in it supersedes any other previous manuals or policies. I understand that the City may add, change, rescind, replace, or cancel policies, practices, or benefits at any time, with or without notice, at its sole discretion.

I have read, understand, and agree with the City's policies on electronic communications and information. I understand and agree that I have no expectation of privacy with respect to any of the City's electronic equipment or any information sent, received, or stored in the equipment. I understand that the City has the right to monitor, at its discretion, any electronic information and usage. By my signature below, I hereby authorize the City to monitor, search, inspect, use, and disclose all electronic communications.

I understand that during the course of my employment confidential information may be made available to me. I understand that this information may not be disclosed or used outside City premises without prior authorization.

Employee Name (Printed)

Employee Signature

Date



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: November 20, 2018

From: Sarah Newcomb, Human Resources Dir

AGENDA ITEM: ORDINANCE NO. 2807-18/19

AGENDA DATE REQUESTED: November 26, 2018

ACTION REQUESTED: Approve Ordinance No. 2807-18/19 Authorizing the Execution of the IMLRMA Minimum/Maximum Contribution Agreement

DESCRIPTION: Staff recently solicited insurance quotes for workers compensation, liability and property insurance coverage. One of the respondents, the Illinois Municipal League Risk Management Association (IMLRMA) has historically provided coverage for the City of Pekin since 2001.

After reviewing proposals, staff is recommending that the City remain with IMLRMA and participate in their Min/Max program. The IMLRMA program has the following deductibles regarding coverage:

	Deductible \$
General Liability	\$-
Law Enforcement	\$-
Auto Liability	\$-
Auto Physical Damage	\$500
Uninsured Motorist	\$-
Underinsured	\$-
Public Officials	\$-
Cyber	\$5,000
Property	\$500
Flood	\$25,000
Inland Marine Equip	\$500
Work Comp	\$-

If approved at the 11/26/18 City Council meeting, IMLRMA will also provide the City with a 1% discount in the insurance premium for 2019, taking the cost from \$985,459 to \$975,604.41. This discounted rate is more cost effective than IMLRMA's other basic insurance program costing \$1,187,950. Additionally, the proposed discounted payment is \$21,910.88 less than the contribution paid for 2018.

IMLRMA's Min/Max program offers a lower contribution level as incentive to keep claims as low as possible. If claims exceed the minimum contribution, the City pays dollar for dollar until claims are closed or the City meets the cap or maximum contribution. In 4 of the last 5 years the City has held claims under the minimum and in 5 of the last 11 years.

The City also accepted a proposal from Corkill Insurance as well. Their expected insurance cost was \$966,030.73 based on previous loss data. The Corkill Insurance proposal has a \$5,000 General Liability deductible, \$1,000 property deductible, \$50,000 work comp deductible. With the higher deductibles, the City may very easily go over the expected \$966,030 with just one additional claim and the deductible payments would deplete cash out of the insurance fund.

It is therefore recommended that the City continue with IMLRMA.

FINANCIAL IMPACT: \$975,604.41, which includes a 1% discount if adopted at the 11/26/18 meeting, is the recommended contribution plan payable from the insurance fund.

Additionally of note, the attached invoice/proposal also includes the City's separate annual Illinois Municipal League (IML) dues (\$2,000) which will be payable from the Administration Department in the General Fund.

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: The Mayor will execute the agreement and payment made to IMLRMA

IMPACT IF DENIED: The City will entertain Corkill proposal

ALTERNATIVES: The Council may choose to pay in two installments of \$497,656.80, payable 12/21/2018 and 5/10/2019 for \$995,313.60 or a single payment of \$985,459 if paid by 12/21/2019

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:

Date:

**ORDINANCE NO. 2807-18/19 Authorizing the Execution of the IMLRMA
Minimum/Maximum Contribution Agreement**

Ordinance No. 2807-18/19

**ORDINANCE NO. 2807-18/19 ORDINANCE AUTHORIZING THE EXECUTION OF
THE IMLRMA MINIMUM/MAXIMUM CONTRIBUTION AGREEMENT**

WHEREAS, THE City Council of the City of Pekin, a member in good standing of the Illinois Municipal League Risk Management Association (RMA) and party to the RMA Intergovernmental Cooperation Contract, has been fully apprised of the LRMA Minimum/Maximum Contribution Agreement which amends and supplements the IMLRMA Declarations pages dated 01/01/2019 to 01/01/2020 and all endorsement thereto.

WHEREAS, the City Council of the City of Pekin finds it to be in the best interest of the municipality to make its IMLRMA contribution in accordance with the IMLRMA Minimum/Maximum Contribution Agreement.

Be it ordained by the City Council of the City of Pekin:

1. That the execution of the IMLRMA Minimum/Maximum Contribution Agreement for a one (1) year period beginning 01/01/2019 and ending 01/01/2020 is hereby authorized.
2. That the Mayor and the Treasurer are hereby granted authority to execute the IMLRMA Minimum/Maximum Agreement which amends and supplements the IMLRMA Declarations pages dated 01/01/2019 to 01/01/2020 and all endorsements thereto
3. That this ordinance shall take effect immediately upon its passage and approval.

Mayor

ATTEST:

City Clerk

Passed this _____ Day of _____, 2018.

Approved this _____ Day of _____, 2018.

I, _____, the Clerk of the City of Pekin, Illinois, do hereby, Certify that the foregoing is a true and correct copy of the Ordinance No.2807-18/19 as adopted the ____ day of _____, 2018.

MAYOR

ATTEST:

CITY CLERK

Illinois Municipal League



October 15, 2018

John McCabe
Mayor
City of Pekin
111 S Capitol St Rm 242
Pekin, IL 61554-3260

Dear Mayor McCabe,

The Illinois Municipal League Risk Management Association (RMA) thanks you for your continued participation in the RMA program. We are very proud of our long history of providing an excellent risk management program and superior customer service to our members.

Enclosed you will find your municipality's contribution invoice for the 2019 coverage year starting on January 1, 2019. **RMA offers a 1% early payment discount if your payment is received by November 21, 2018.**

Some benefits of belonging to RMA include:

- **Coverages tailored specifically for Illinois municipalities:** RMA is a program designed exclusively for municipalities and operates strictly within the state of Illinois.
- **Budget stability:** RMA does not issue mid-year bills for payroll audits or for normal changes and additions to coverage. This allows you to know what you will be paying for the entire year at the beginning of the coverage period.
- **Value-added services included in your annual contribution:** In addition to the comprehensive coverages provided, membership in the RMA program allows you access to premium risk management and loss control services including contract review, building evaluations, safety inspections, and claims services.

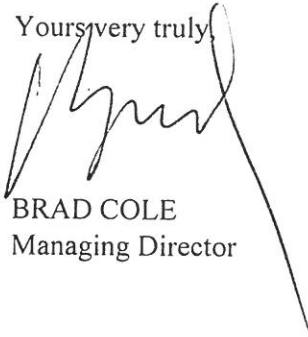
We thank you for making RMA your choice for professional risk management services and coverage. If you have questions about your contribution amount or coverages, please contact Julia Reynolds at (800) 252-5051 ext. 1199 or Becky Hayes at (800) 252-5051 ext. 1337.

Attachment: IMLRMA proposal 11-2018 (1567 : ORDINANCE NO. 2807-18/19)

Page 2
Mayor McCabe
October 15, 2018

If you would like one of our staff members to visit your municipality to review the RMA program and its benefits, or have any other questions or comments, please contact our main office at (217) 525-1220 to schedule an appointment. Thank you for your continued membership.

Yours very truly,



BRAD COLE
Managing Director

c: Jennifer Carroll, Risk Management Coordinator

Enclosures

Attachment: IMLRMA proposal 11-2018 (1567 : ORDINANCE NO. 2807-18/19)

Minimum/Maximum Contribution Agreement

This agreement is between the Illinois Municipal League Risk Management Association (RMA), an intergovernmental association formed pursuant to Article VII, Section 10 of the Illinois Constitution of 1970 and the **CITY OF PEKIN**, a member of RMA. This agreement amends and supplements the declarations pages dated January 01, 2019 to January 01, 2020 and all endorsements thereto.

1. DEFINITIONS

The following definitions shall apply for purposes of this agreement:

- Loss Fund – Those dollars set aside for the payment of claims excluding reinsurance and excess premiums and administrative costs.
- Minimum Loss Fund – 75% of those dollars set aside for the payment of claims excluding reinsurance and excess premiums and administrative costs.
- Maximum Loss Fund – 120% of those dollars set aside for the payment of claims excluding reinsurance and excess premiums and administrative costs.
- Paid Claim Dollars – Those payments made by RMA on claims including defense costs against the **CITY OF PEKIN** minus recovery from subrogation, deductible or salvage credited against those claim payments.
- Minimum Contribution – Minimum Loss Fund including reinsurance and excess premiums and administrative costs.
- Maximum Contribution – Maximum Loss Fund including reinsurance and excess premiums and administrative costs.

2. MINIMUM/MAXIMUM CONTRIBUTION BREAKDOWN

The **CITY OF PEKIN** hereby agrees to the following schedule of contributions:

	<u>Minimum Contribution</u>		<u>Maximum Contribution</u>
Reinsurance and Excess Premiums and Administrative Costs	\$ 341,986		\$ 341,986
Loss Fund @ 75%	\$ 643,473	@ 120%	\$1,029,557
Contribution	\$ 985,459		\$1,371,543

3. Based upon a comparison of paid claim dollars against the loss fund, RMA will determine whether additional contributions beyond the minimum contribution will be required up to the maximum contribution.

4. For purposes of determining paid claims, RMA will complete a semi-annual review of paid claim dollars.

Page 2
RMA Min/Max Agreement
CITY OF PEKIN

5. **NOTICE**

RMA hereby agrees to send, through its agents, written notice when paid claim dollars are equal to or greater than 60% of the Minimum Loss Fund.

RMA agrees, through its agents, to send a second written notice when paid claim dollars equal or exceed 85% of the Minimum Loss Fund.

6. **BILLING/PAYMENT** – The parties to this Agreement hereby agree to the following terms:

When paid claim dollars reach or exceed 100 percent of the Minimum Loss Fund, billing will be instituted on a yearly basis for those paid claim dollars in excess of the Minimum Loss Fund and billing will continue on a yearly basis until the Maximum Loss Fund limit is attained or all claims initiated during the coverage period are closed. Billings will be completed in July of each year for paid claim dollars through June 30.

The **CITY OF PEKIN** hereby agrees to make payment within 30 days of its receipt of billing.

7. All other definitions, conditions and coverages of RMA remain the same under this agreement, including the handling of all claims.

8. This agreement is to be interpreted and construed in accordance with the laws of the State of Illinois.

9. If any one portion or portions of this agreement is found to be invalid or unenforceable, the remainder shall remain valid and binding on the parties.

The undersigned hereby affirm that they are duly authorized as agents to bind the parties to this agreement.

Mayor/Village President

Date

Treasurer/Comptroller/Risk Management Coordinator

Date

Managing Director

Date

Attachment: IMLRMA proposal 11-2018 (1567 : ORDINANCE NO. 2807-18/19)



Risk
Management
Association

INVOICE

8.1.a

2019 Min/Max Contribution

The signed Min/Max Agreement
must be returned with your payment.

PO Box 5180, Springfield, IL 62705-5180 | Ph: (217) 525-1220 | Fax: (217) 525-7438

Please return this form with payment
after completing the information
on the reverse side.

Date: October 15, 2018

Member: City of Pekin

Account #: 0461

Indicate Payment Option (from list below): _____

Amount Enclosed: \$ _____

BILLING DETAIL

MAKE CHECK PAYABLE TO RMA

2019 IML RISK MANAGEMENT ASSOCIATION ANNUAL CONTRIBUTION

Work Comp	\$542,611
Auto Liability & Comprehensive General Liability	\$300,821
Portable Equipment	\$5,522
Auto Physical Damage	\$52,224
Property	\$84,281
	<u>\$985,459</u>

2019 ILLINOIS MUNICIPAL LEAGUE MEMBERSHIP DUES*

\$2,000

INVOICE TOTAL

\$987,459

PLEASE CHOOSE ONE OF THE FOLLOWING
PAYMENT OPTIONS and enter it in the space
provided above:

OPTION #1 - Early Pay 1% Discount

Contribution Amount	\$985,459.00
Minus 1% savings	\$9,854.59
	<u>\$975,604.41</u>
Illinois Municipal League Dues	\$2,000.00
Total due by 11/21/18	<u>\$977,604.41</u>

OPTION #2 - Pay Full Amount

Contribution Amount	\$985,459.00
Illinois Municipal League Dues	\$2,000.00
Total due by 12/21/18	<u>\$987,459.00</u>

OPTION #3 - Pay in two installments

Includes 1% installment fee

Contribution Amount	\$985,459.00
Plus 1% fee	\$9,854.59
	<u>\$995,313.59</u>
Illinois Municipal League Dues	\$2,000.00
	<u>\$997,313.59</u>

\$498,656.80 Due by 12/21/18

\$498,656.79 Due by 5/10/19

*Membership with the Illinois Municipal League (IML) is a requirement to remain a member of the IML Risk Management Association.

On behalf of the municipality named above ("Member"), I hereby warrant that I have the authority to sign this agreement on the Member's behalf. (If choosing the installment option, I acknowledge and understand that it is afforded only as a benefit for budgeting purposes and is not meant to allow for mid-term withdrawal.) I acknowledge and understand that Article 5 of the Intergovernmental Cooperation Contract ("Contract") prohibits termination of the Intergovernmental Cooperation Contract no less than 120 days prior to the first day of January of any given year. Per Article 5, I warrant that the Member will adhere to the Contract and pay all contributions when due.

Municipal Official (please sign):

Title: _____

Date: _____

Attachment: IMLRMA proposal 11-2018 (1567 : ORDINANCE NO. 2807-18/19)



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: November 19, 2018

From: Pamela Anderson, Community Development Dir

Pamela Anderson, Community Development Dir

AGENDA ITEM: Amendment for CDBG Demolition program

AGENDA DATE REQUESTED: November 26, 2018

ACTION REQUESTED: Recommended approval of the proposed amendment to include the project Demolition in the CDBG 2015-2019 Consolidated Plan.

DESCRIPTION: A substantial amendment to the 2015-2019 Consolidated plan has been triggered for the proposed change to include the Demolition program. A 30 day public comment period (10/15-11/14/18) and public hearing (11/13/18) was held with no comments received. Please see attached summary document.

FINANCIAL IMPACT: no financial impact - same amount of CDBG funds, just re-allocated to the demolition program

NEIGHBORHOOD CONCERNS: no comments received during 30 day comment period or public hearing

IMPACT IF APPROVED: Demolition program moves forward.

IMPACT IF DENIED:

ALTERNATIVES:

RELATED TO EFFICIENCY STUDY:

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

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

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

A Strong Foundation. To improve and maintain existing infrastructure and

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

REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

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

City Manager: _____
Date: _____

Amendment to CDBG 2015-2019 Consolidated Plan to include Demolition program

<Insert Ordinance Legislation>

MAYOR

ATTEST:

CITY CLERK

City of Pekin

2015-2019 Consolidated plan amendment to include demolition project

History –

- This amendment was originally presented and approved at the July 24, 2017 Council meeting. As per the City of Pekin existing Citizen Participation Plan, the public comment period was July 9 to 24, 2017; which totaled 16 days. This amendment to the 2015-2019 Consolidated Plan, was submitted to HUD through the IDIS program.
- On August 7, 2018 1:20PM HUD sent an e-mail to the City of Pekin:
 - “I have reviewed the document you titled “2015-2019 Consolidated plan version B” for demolition.

Your substantial amendment is denied because the comment period was less than the required 30 days (July 9 to July 24, 2017). Please re-do with a proper public notification time period, explain the project and resubmit. Please name the document “substantial amendment”.

Though the demolition project was approved in the 2017 Action Plan, funds for demolition must be utilized until the substantial amendment is approved.”

- The City of Pekin and HUD communicated by e-mail and the end result was to revise the Citizen Participation Plan to comply with e-CFR91.105 and to re-submit the amendment to the 5 year plan to include demolition project after following the revised eligible process.

As per the City of Pekin Citizen Participation Plan (revised October 2018), a substantial amendment has been triggered as a result of the City of Pekin indicating the need to include a new program within the HUD approved CDBG 2015-2019 Consolidation plan – demolition of abandoned properties. A 14 day advanced notice, 30 day public comment period, a public hearing, Council and HUD approval is required to move forward with the proposed amendment.

Amendment for a substantial change to the 2015-2019 Consolidated plan to include the Demolition Project – proposed to add the demolition project to the HUD approved existing Consolidated Plan and existing 2018 Action Plan with a CDBG 2018 PY allocation of \$179,500.00 for the demolition of 8-10 residential buildings.

The following was taken from the Council approved (June 25, 2018) and HUD submitted 2018 Action Plan:

“Clearance/Demolition – (2nd year) The City of Pekin will provide funding to the Department of Building and Inspections to administer a clearance/demolition program that will improve the sustainability of the suitable living environment by providing for demolition of 8-10 unsafe structures in eligible areas of the city. Best practices from other CDBG communities will be utilized in the design of this program.

Last program year’s allocation will be expended during the 2018 program year. Currently the 5 year Consolidated Plan amendment from last program year has not been approved in IDIS. Therefore, project #5 clearance/demolition cannot be entered into AP-20 & -35 (efforts have been made to input this information into the 2015-2019 Consolidated plan in IDIS without success). Until the amended Consolidated Plan is approved by HUD, the information on this new project is not showing up as an option in the AP-20 Annual Goals and Objectives section in the 2017 Annual Action Plan.

City of Pekin

2015-2019 Consolidated plan amendment to include demolition project

Goals summary information:

Goal name: Clearance/Demolition

Start Year: 2018; End Year: 2019

Category: Non-Housing Community Development

Geographic Area: City of Pekin

Needs Addressed: Clearance/demolition

Funding: CDBG \$179,500

Goal Outcome Indicator: Abandoned/foreclosed property care (8-10 buildings).

Goal descriptions: To clear deteriorated structures on a spot blight basis. The activity is city-wide.

Objective: Create suitable living environments

Outcome: Sustainability and Availability/Accessibility"

In addition:

National Objective – slum/blight spot basis

Location – Census Tracts and block groups where at least 51% of the resident households have reported incomes that are 80% or below the area median income (map attached).

After the abandoned, dilapidated houses are demolished, the current plan is to have the lot remain vacant. A lien will be placed on the property address for the amount of the CDBG demolition when completed.



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: November 19, 2018

From: Pamela Anderson, Community Development Dir

Pamela Anderson, Community Development Dir

AGENDA ITEM: CDBG Citizens Participation Plan

AGENDA DATE REQUESTED: November 26, 2018

ACTION REQUESTED: Recommended approval of revised CDBG Citizen Participation Plan.

DESCRIPTION: This Plan is a required document as a recipient of HUD funding (CDBG). The revision of this plan was completed using 24CFR Part 91, Subpart B, 91.105. No comments were received during the 30 day public comment period (10/15-11/14/18) and at the public hearing (11/13/18) related to the Citizen Participation Plan revision. This plan was updated to encourage citizen participation in the Community Development Block Grant (CDBG) process.

FINANCIAL IMPACT: no financial impact anticipated

NEIGHBORHOOD CONCERNS: This revised document will provide Pekin Citizens a written process to encourage their involvement with CDBG plans, programs and activities.

IMPACT IF APPROVED: The updated plan will be in effect immediately and submitted to HUD Region 5 office.

IMPACT IF DENIED: HUD will be consulted for next steps.

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:

Date:

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

Date:

City Manager:
Date:

Date:

CDBG Citizen Participation Plan

<Insert Ordinance Legislation>

MAYOR

ATTEST:

CITY CLERK

CITIZEN PARTICIPATION PLAN FOR THE CITY OF PEKIN

TABLE OF CONTENTS

SECTION	DESCRIPTION	PAGE
1	BACKGROUND INFORMATION	2
2	ENCOURAGEMENT OF CITIZEN PARTICIPATION	2
3	MINIMUM REQUIREMENTS FOR THE DEVELOPMENT OF THE AFH AND THE CONSOLIDATED PLAN	3
4	CITIZEN PARTICIPATION PLAN REVISIONS, CONSOLIDATED PLAN AMENDMENTS AND AFH REVISIONS	4
5	PERFORMANCE REPORTS	6
6	ANNUAL ACTION PLAN	6
7	PUBLIC HEARINGS/ ADVANCED NOTICE & LOCATIONS/ ACCESSIBILITY/ PUBLIC NOTICES	6
8	ACCESS TO RECORDS	8
9	TECHNICAL ASSISTANCE	8
10	COMPLAINTS	8
11	OTHER REQUIREMENTS	9
12	CONTACT INFORMATION	9
Attachment A	DEFINITIONS	10
Attachment B	WORK FLOW / TIME LINE FOR PLANS	12

CITIZEN PARTICIPATION PLAN FOR THE CITY OF PEKIN

SECTION 1 - BACKGROUND INFORMATION

The City of Pekin receives Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD) pursuant to Title I of the Housing and Community Development Act of 1974, as amended. The Citizen Participation Plan was prepared in conformance with 24CFR Part 91, Subpart B, 91.105 Citizen Participation plan; local governments as of August 3, 2018. This Plan is a required document as a recipient of HUD funding. This plan is prepared in order to maximize the opportunity for citizen participation in the Community Development Block Grant (CDBG) process.

To facilitate this policy, the city of Pekin has developed and adopted this “CDBG Citizen Participation Plan”. This Plan superseded all other CDBG Citizen Participation Plans which may have been adopted by the City of Pekin and will be utilized in the preparation of the following CDBG required plans: Affirming Fair Housing (AFH), any revisions to the AFH, the multi-year consolidated plan, any substantial amendments to the consolidated plan, annual action plan and the performance report (definitions found in Attachment A).

SECTION 2 –ENCOURAGEMENT OF CITIZEN PARTICIPATION

It is the public policy of the City of Pekin to provide for and encourage citizen participation in the planning, implementation and assessment of our CDBG programs. In undertaking its CDBG programs, the City of Pekin will provide for and strongly encourages citizen participation by all of its citizens, including minorities and non-English speaking persons, as well as persons with disabilities.

The City of Pekin also requests citizen input from low and moderate-income persons, particularly those persons living in areas designated by the City of Pekin as a revitalization area or in a slum and blighted area and in areas where CDBG funds are proposed to be used, and by residents or predominantly low- and moderate-income neighborhoods, as defined by the City of Pekin.

In addition, while in the process of developing and implementing the AFH and the multi-year consolidated plan, consultation and encouraged participation from local and regional institutions, Continuum of Care, and other organizations (including businesses, developers, nonprofit organizations, philanthropic organizations and community based and faith based organizations).

Commencing with multi-year consolidated plans submitted on or after January 1, 2018, such consultation shall include broadband internet service providers, organizations engaged in narrowing the digital divide, agencies whose primary responsibilities include the management of flood prone areas, public land or water resources, and emergency management agencies in the process of developing the consolidated plan.

The City of Pekin shall provide information to the Pekin Housing Authority (PHA) about the AFH, Affirmatively Furthering Fair Housing strategy, and multi-year consolidated plan activities related to its developments and surrounding communities so that the PHA can provide this information at their annual public hearing(s). The PHA shall share this information for the

CITIZEN PARTICIPATION PLAN FOR THE CITY OF PEKIN

participation of residents of public and assisted housing developments (including any resident advisory boards, resident council and resident management corporations), in the process of developing and implementing the AFH and the multi-year consolidated plan, along with other low-income residents of targeted revitalization areas in which the developments are located.

The City of Pekin is open to exploring alternative public involvement techniques and quantitative ways to measure efforts that encourage citizen participation in a shared vision for change in communities and neighborhoods, and the review of program performance (e.g. use of focus groups and the Internet). Please share your innovative public involvement ideas with the Community Development Department (contact information located on page 8). All HUD related plans will be made public by posting the final documents on the City of Pekin, IL web page.

SECTION 3 - MINIMUM REQUIREMENTS FOR THE DEVELOPMENT OF THE AFH AND THE CONSOLIDATED PLAN

This plan requires that at or as soon as feasible after the start of the public participation process the City of Pekin will make the HUD-provided data and any other supplemental information the jurisdiction plans to incorporate into its AFH available to its residents, public agencies and other interested parties. HUD provided data will be made available to the public by posting a link to HUD's data web site on the City of Pekin's web page.

Before the City of Pekin adopts a multi-year consolidated plan, it will make available to residents, public agencies and other interested parties information that includes the amount of assistance we expect to receive (including grant funds and program income) and the range of activities that may be undertaken, including the estimated amount that will benefit persons of low- and moderate-income.

The City of Pekin is required to publish the proposed AFH and the proposed multi-year consolidated plan in a manner that affords its residents, public agencies and other interested parties a reasonable opportunity to examine its content and to submit comments.

The City of Pekin will publish a summary of each document that describes the content and purpose of the AFH or the multi-year consolidated plan (as applicable), and must include a list of the locations where copies of the entire proposed document may be examined. In addition, the City of Pekin will provide a reasonable number of free copies (not to exceed ten (10)) of the multi-year consolidated plan or the AFH (as applicable) to residents or groups that request it.

One (1) public hearing will be held during the development of the AFH or the multi-year consolidated plan.

A period of not less than 30 calendar days, will be provided publicly to receive comments from residents in the community on the multi-year consolidated plan or the AFH. Please see Attachment B for the work flow of the multi-year consolidated plan.

In addition, our plan to minimize displacement of persons and to assist any persons displaced, will utilize CDBG funds on a case by case basis to persons displaced through CDBG programs, even though we expect no displacement to occur.

CITIZEN PARTICIPATION PLAN FOR THE CITY OF PEKIN

SECTION 4 – CITIZEN PARTICIPATION PLAN REVISIONS, CONSOLIDATED PLAN AMENDMENTS AND AFH REVISIONS

Citizen Participation Plan revisions

A reasonable opportunity to comment on the original citizen participation plan and on substantial amendments to the citizen participation plan will be provided by the City of Pekin. A 14 day public notice, a public hearing and a 30 day comment period is required for a revision to the Citizen Participation plan.

Criteria requiring an amendment for the multi-year consolidated plan or annual action plans:

The City of Pekin shall amend its multi-year consolidated plan or annual action plan whenever it makes one of the following decisions which would indicate a “substantial change” - identified by the City of Pekin to be a twenty-five percent (25%) change in a quantifiable factor. Criteria constituting a substantial change in the planned or actual activities include the following:

1. Substantial change in the use of CDBG funds from one eligible activity to another;
2. Substantial change in its allocation priorities or a change in the method of distribution of funds;
3. The funding of a totally new activity - to carry out an activity, using funds from any program covered by the consolidated plan (including program income, reimbursements, repayment, recaptures, or reallocations from HUD), not previously described in the action plan; or
4. Any change of purpose, scope, location or benefactor of existing project.

Submission of amendment/revision to HUD

Upon completion, the City of Pekin must make the amendment/revision public and must notify HUD that an amendment/revision has been made. The City of Pekin may submit a copy of each amendment/revision to HUD as it occurs, or at the end of the program year. Letters transmitting copies of amendments/revisions must be signed by the official representative of the City of Pekin authorized to take such action.

The City of Pekin must ensure that amendments to the plan are consistent with its [certification](#) to affirmatively further fair housing and the analysis and strategies of the AFH.

Criteria for revision to the AFH

Minimum criteria for revising the AFH. An AFH previously accepted by HUD must be revised and submitted to HUD for review under the following circumstances:

- A material change occurs. A material change is a change in circumstances in the jurisdiction of a program participant that affects the information on which the AFH is based to the extent that the analysis, the fair housing contributing factors, or the priorities and goals of the AFH no longer reflect actual circumstances.
 - Significant demographic changes; new significant contributing factors in the participant's jurisdiction; and civil rights findings, determinations, settlements (including Voluntary Compliance Agreements), or court orders

CITIZEN PARTICIPATION PLAN FOR THE CITY OF PEKIN

- Such revision shall be submitted within 12 months of the onset of the material change, or at such later date as HUD may provide. Where the material change is the result of a Presidentially declared disaster, such time shall be automatically extended to the date that is 2 years after the date upon which the disaster declaration is made, and HUD may extend such deadline, upon request, for good cause shown.
- Preparing and submitting amended analyses, assessments, priorities, and goals that take into account the material change, including any new fair housing issues and contributing factors that may arise as a result of the material change. A revision may not necessarily require the submission of an entirely new AFH. The revision need only focus on the material change and appropriate adjustments to the analyses, assessments, priorities, or goals.
- **Upon HUD's written notification specifying a material change that requires the revision.**
 - HUD will specify a date by which the City of Pekin must submit the revision of the AFH to HUD, taking into account the material change, the program participant's capacity, and the need for a valid AFH to guide planning activities. HUD may extend the due date upon written request by the program participant that describes the reasons the program participant is unable to make the deadline.
 - On or before 30 calendar days following the date of HUD's written notification under this section, the program participant may advise HUD in writing of its belief that a revision to the AFH is not required. The program participant must state with specificity the reasons for its belief that a revision is not required. HUD will respond on or before 30 calendar days following the date of the receipt of the program participant's correspondence and will advise the program participant in writing whether HUD agrees or disagrees with the program participant. If HUD disagrees, the program participant must proceed with the revision. HUD may establish a new due date that is later than the date specified in its original notification.

Submission to HUD of the revised AFH.

Upon completion, any revision to the AFH must be made public and submitted to HUD at the time of the revision.

Reasonable notice and an opportunity to comment.

The City of Pekin will publish a summary of the proposed HUD CDBG Plan in one or more newspapers of general circulation two (2) weeks before the public comment period commences. A public comment period, of not less than 30 calendar days, will be provided to receive comments on the consolidated plan substantial amendment or any revision to the AFH before the consolidated plan substantial amendment is implemented or the revised AFH is submitted to HUD for review.

CITIZEN PARTICIPATION PLAN FOR THE CITY OF PEKIN

SECTION 5 - PERFORMANCE REPORTS

Unless HUD indicates otherwise, the performance report must be submitted to the HUD Chicago IL office for review and approval 90 days after the end of their annual program year (May 1 to April 30); which would be July 29th. Please see Attachment B for the work flow of the Performance Review Plan.

This report shall minimally be prepared and made available to citizens, public agencies and other interested parties with all CDBG activity occurring through the last day of the program year. A 15 day public comment period and one public hearing are required. Note that, while the PER reports on activities and accomplishments taking place during the program year, the report is structured to show how funding from each annual grant was spent during that period.

SECTION 6 – ANNUAL ACTION PLAN

Unless HUD indicates otherwise, the Annual Action Plan must be submitted to the HUD Chicago, IL office for review and approval at least 45 days before the start of the City of Pekin's program year (May 1st to April 30th); which would be March 16th. Please see Attachment B for the work flow of the Annual Action Plan.

This report shall minimally be prepared and made available to citizens, public agencies and other interested parties with the amount of grant funds and program income expected to be received by HUD program(s), the range of eligible activities, and the estimated activities that will benefit low and moderate income persons. A 30 day public comment period and one public hearing are required.

SECTION 7 – PUBLIC HEARINGS/ ADVANCED NOTICE & LOCATIONS/ ACCESSIBILITY/ PUBLIC NOTICES

All HUD CDBG plans require the City of Pekin to consider any comments or views of residents of the community received in writing, or orally at public hearings, if any, in preparing the HUD CDBG reports. A summary of these comments or views, shall be attached to the reports when submitted to HUD.

Public Hearings –

Consolidated plan

- At least two (2) public hearings per year to obtain residents' views and to respond to proposals and questions, to be conducted at a minimum of two (2) different stages of the program year. Together, the hearings must address housing and community development needs, development of proposed activities, proposed strategies and actions for affirmatively furthering fair housing consistent with the AFH and a review of program performance.
 - During a program year when the consolidated plan has already been approved, this will be accomplished by the City of Pekin holding a public hearing to obtain residents' views and to respond to proposals and questions for the Annual Action

CITIZEN PARTICIPATION PLAN FOR THE CITY OF PEKIN

Plan and the Performance Review plan (Consolidated Annual Performance Evaluation Report / CAPER).

- During a program year when the consolidated plan is being submitted to HUD for approval, this will be accomplished by the City of Pekin holding a public hearing before the consolidated plan is published for comment and a public hearing once during the public comment period.
- To obtain the views of residents of the community on housing and community development needs, including priority non-housing community development needs and affirmatively furthering fair housing, the citizen participation plan must provide at least one of these hearings is held before the proposed consolidated plan is published for comment.

Assessment of Fair Housing

- To obtain the views of the community on AFH related data and affirmatively furthering fair housing in the jurisdiction's housing and community development programs, the citizen participation plan must provide that at least one public hearing is held before the proposed AFH is published for comment.

Advanced notice, Availability of Plans to the Public & Meeting locations

The City of Pekin will publish a summary of the proposed HUD CDBG Plan in one or more newspapers of general circulation two (2) weeks before the public comment period commences.

The City of Pekin will provide that the HUD CDBG plans will be available to the public, including the availability of materials in a form accessible to persons with disabilities and non-English speaking residents, upon request. Plans will be made available for public viewing at the following locations and hours:

- City Clerk's office between the hours of 8:00 am and 5:00 pm, Monday through Friday, at the following address: CITY OF PEKIN, 2nd floor, 111 CAPITOL STREET, PEKIN, ILLINOIS 61554 and on the City of Pekin web site with a language translate option (http://www.ci.pekin.il.us/departments/community_development/index.php).
- Pekin Public Library (301 S. 4th St., Pekin, IL 61554, please see web site for hours of operation <http://www.pekinpubliclibrary.org/>)
- Pekin Public Housing Authority (1901 Broadway St., Pekin, IL 61554; office hours Monday-Friday 8am to 5pm)

Public Hearings for the Annual Action Plan and Performance Review Plan, when required for the HUD CDBG plans, will be held at the regularly scheduled Council meetings (2nd and 4th Monday of the month, at 5:30 pm) at City Hall Council Chambers, a handicapped accessible location; at 111 S. Capitol, Pekin, IL 61554. The public hearings to be held prior to the Consolidated plan and AFH is published for comment will occur and be held at a time and date to be announced at City Hall Council Chambers. Notification will occur by publishing a

CITIZEN PARTICIPATION PLAN FOR THE CITY OF PEKIN

summary in one or more newspapers of general circulation. Please see Attachment B for a work flow summary.

Any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the City of Pekin City Clerk at least 48 hours in advance of the scheduled meeting. The City Clerk office can be reached in person at 111 S. Capitol, 2nd floor; via telephone 309-478-5357 or TDD or via e-mail at clerk@ci.pekin.il.us. Every effort will be made to allow for meeting participation. Any individual requesting an Interpreter should contact Advocates for Access or utilize Google translator web application.

SECTION 8 - ACCESS TO RECORDS

The City of Pekin will provide residents of the community, public agencies, and other interested parties with reasonable and timely access to information and records relating to the City of Pekin's AFH, consolidated plan, and use of assistance under the programs covered by this part during the preceding five (5) years.

SECTION 9 - TECHNICAL ASSISTANCE

The City of Pekin will provide technical assistance to groups representative of persons of low- and moderate-income that request such assistance in commenting on the AFH and in developing proposals for funding assistance under any of the programs covered by the multi-year consolidated plan, with the level and type of assistance determined by the City of Pekin. The assistance need not include the provision of funds to the groups.

SECTION 10 - COMPLAINTS

Complaints received by the Community Development office related to the consolidated plan, amendments, AFH, revisions, and the performance report will be processed by the following:

A. Complaint:

1. The complaint shall be provided to the Community Development Director in writing or verbal.
2. The Community Development Director, or his or her designee, shall meet in person or by telephone with the complainant to attempt to resolve the complaint within five (5) business days. The Community Development Director may have one five (5) business day extension of this requirement upon written notification to the complainant.

B. Response:

1. Within five (5) business days of the meeting or phone call, the Community Development Director shall submit a written response to the complainant which shall include a description of the corrective action to be taken (if any) and the projected time-table for taking the action. The Community Development Director may have one five (5) business day extension of this requirement upon written notification to the complainant.

CITIZEN PARTICIPATION PLAN FOR THE CITY OF PEKIN

C. Appeal:

1. The complainant may appeal the decision of the Community Development Director to the City Manager.
2. The City Manager shall submit a written response to the complainant within five (5) business days of receiving the complaint, which shall include a description of the corrective action to be taken (if any) and the projected time-table for taking the action. The City Manager may have one five (5) business day extension of this requirement upon written notification to the complainant.

E. Record keeping:

1. The Community Development Director shall keep a record of all complaints, investigations and responses.
2. The City Manager shall provide a copy of his or her written response to the Community Development Director.

SECTION 11 – OTHER REQUIREMENTS

The City of Pekin must follow its citizen participation plan.

The requirements for the citizen participation do not restrict the responsibility or authority of the jurisdiction for the development and execution of its consolidated plan or AFH.

SECTION 12 - CONTACT INFORMATION

CDBG program including citizen participation in the community development process should be directed to the Community Development Department - City of Pekin, Room 209, 111 S. Capitol, Pekin, IL 61554. (309) 478-5356; fax: (309) 346-2095; or HUD@ci.pekin.il.us.

CITIZEN PARTICIPATION PLAN FOR THE CITY OF PEKIN

ATTACHMENT A - DEFINITIONS

HUD / United States Department of Housing and Urban Development

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. HUD is working to strengthen the housing market to bolster the economy and protect consumers; meet the need for quality affordable rental homes; utilize housing as a platform for improving quality of life; build inclusive and sustainable communities free from discrimination, and transform the way HUD does business.

CDBG / Community Development Block Grant

The Community Development Block Grant (CDBG) Entitlement Program provides annual grants on a formula basis to entitled cities and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons. The program is authorized under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended; **42 U.S.C.-530.1** et seq.

HUD CDBG plans

Multi-year Consolidated plan as adopted, consolidated plan substantial amendments, HUD-accepted AFH, revisions to the AFH, annual action plan and the performance review report.

Consolidated plan

The 3- to 5-year Consolidated Plan describes a jurisdiction's community development priorities and multiyear goals for using CDBG, Emergency Shelter Grants, Emergency Solutions Grants (ESG), HOME, and HOPWA. Priorities and goals are based on an assessment of housing and community development needs, an analysis of housing and economic market conditions and available resources. Grantees are required to submit their multi-year Consolidated Plan to HUD 45 days before the start of their annual program year. A 30 day public comment period and two public hearings are required – a public hearing before the plan is published for comment and the second public hearing during the public comment period.

(<https://www.hudexchange.info/programs/consolidated-plan/>)

Assessment of Fair Housing (AFH) / Affirmatively Furthering Fair Housing AFFH / Analysis of Impediments to Fair Housing (AI)

A legal requirement that federal agencies and federal grantees further the purposes of the Fair Housing Act. This obligation to affirmatively further fair housing has been in the Fair Housing Act since 1968 (for further information see Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 3608 and Executive Order 12892). HUD's AFFH rule provides an effective planning approach to aid program participants in taking meaningful actions to overcome historic patterns of segregation, promote fair housing choice, and foster inclusive communities that are free from discrimination. As provided in the rule, AFFH means "taking meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics. Specifically, affirmatively furthering fair housing means taking meaningful actions that, taken together, address significant disparities in housing needs and in access to opportunity, replacing segregated living

CITIZEN PARTICIPATION PLAN FOR THE CITY OF PEKIN

patterns with truly integrated and balanced living patterns, transforming racially and ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance with civil rights and fair housing laws. The duty to affirmatively further fair housing extends to all of a program participant's activities and programs relating to housing and urban development." (<https://www.hudexchange.info/programs/affh/>)

Annual Action Plan

The Consolidated Plan is carried out through Annual Action Plans. Action Plans prepared by entitlement grantees provide a concise summary of the actions, activities, and the specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified by the Consolidated Plan. Grantees are required to submit their Annual Action Plan to HUD 45 days before the start of their annual program year. A 30 day public comment period and one public hearing are required during the public comment period.

Performance Review plan (Consolidated Annual Performance Evaluation Report / CAPER)

State and local governments that receive CDBG, Emergency Shelter Grants, Emergency Solutions Grants (ESG), HOME, and HOPWA funds report all activity occurring through the last day of the program year in the Consolidated Annual Performance and Evaluation Report (CAPER). Grantees are required to submit their CAPER to HUD within 90 days after the end of their annual program year. A 15 day public comment period and one public hearing are required during the public comment period. Note that, while the PER reports on activities and accomplishments taking place during the program year, the report is structured to show how funding from each annual grant was spent during that period.

City of Pekin program year - May 1 thru April 30th

Amendment/Revision – a substantial change to a HUD approved plan

CITIZEN PARTICIPATION PLAN FOR THE CITY OF PEKIN

ATTACHMENT B – WORK FLOW / TIME LINE FOR PLANS

Consolidated plan (5 year)

Unless indicated by HUD otherwise, the following is the process for the 5-year Consolidated Plan and Annual Action Plan with calendar dates for program year 2020 as an example:

5 Year Consolidated Plan Steps	HUD Program Year 2020-2024
The 5 Year Consolidated Plan and Annual Action Plan will be prepared	September 2019 thru March 2020
Send the Pekin Daily Times newspaper a legal notice on Monday of this week. In addition, post notice on City of Pekin web site for a public hearing to be held before the proposed consolidated plan is published for comment.	December 23, 2019
Prepare Request for Council Action form for public hearing at Council meeting. Due to City Clerk on:	January 7, 2020
A public hearing will occur at the first Council meeting in January to obtain the views of residents of the community on housing and community development needs, including priority non-housing community development needs and affirmatively furthering fair housing,	January 13, 2020
Continued work on the 5 Year Consolidated Plan and Annual Action Plan incorporating comments from the public hearing.	
Send the Pekin Daily Times newspaper a legal notice for the public comment period. In addition, post notice on City of Pekin web site.	January 15, 2020
The City of Pekin will publish a summary of the proposed Plan in one or more newspapers of general circulation two weeks (14 calendar days) before the public comment period commences	January 23, 2020
Plans are published for comments (hard copies at City of Pekin and website, Pekin Library and Pekin Housing Authority)	February 6 to March 6, 2020
A minimum of a 30 day public comment period (ending the Friday before the 1 st Council meeting of the month)	

CITIZEN PARTICIPATION PLAN FOR THE CITY OF PEKIN

Prepare Request for Council Action form for public hearing at Council meeting. Due to City Clerk on:	February 18, 2019
One public hearing will occur at the second Council meeting in February.	February 24 th , 2020
Prepare Request for Council Action form for Annual Action Plan to be voted on at Council meeting. Due to City Clerk on:	March 3, 2019
The first Council meeting on March, the Annual Action Plan will be presented to City Council for recommended approval.	March 9, 2020
Final preparations to the Council approved Annual Action plan to be sent to HUD (including entry and submittal in IDIS; FedEx the Certificates, SF-424 with part D).	March 10-12 th , 2019
5-year Consolidated plan and Annual Actin plan due to HUD at least 45 days before the start of the City of Pekin's program year - March 16th.	Friday, March 13 th , 2020

Annual Action plan

Unless indicated by HUD otherwise, the following is the process for the Annual Action Plan with calendar dates for program year 2019 as an example:

Annual Action Plan Steps	HUD Program Year 2019
The Annual Action Plan will be prepared	December 2018 thru March 2019
Send the Pekin Daily Times newspaper a legal notice on Monday of this week. In addition, post notice on City of Pekin web site.	January 15, 2019
The City of Pekin will publish a summary of the proposed Plan in one or more newspapers of general circulation two weeks (14 calendar days) before the public comment period commences.	January 23, 2019
Annual Action Plan is published for comments (hard copies at City of Pekin and website, Pekin Library and Pekin Housing Authority)	

CITIZEN PARTICIPATION PLAN FOR THE CITY OF PEKIN

A minimum of a 30 day public comment period (ending the Friday before the 1 st Council meeting of the month)	February 6 to March 8, 2019
Prepare Request for Council Action form for public hearing at Council meeting. Due to City Clerk on:	February 19 th , 2019
One public hearing will occur at the second Council meeting in February.	February 25 th , 2019
Prepare Request for Council Action form for Annual Action Plan to be voted on at Council meeting. Due to City Clerk on:	March 5 th , 2019
The first Council meeting on March, the Annual Action Plan will be presented to City Council for recommended approval.	March 11, 2019
Final preparations to the Council approved Annual Action plan to be sent to HUD (including entry and submittal in IDIS; FedEx the Certificates, SF-424 with part D).	March 12-14 th , 2019
Annual Actin plan due to HUD at least 45 days before the start of the City of Pekin's program year - March 16th.	Friday, March 15 th , 2019

Performance Review plan (Consolidated Annual Performance Evaluation Report / CAPER)

Unless indicated by HUD otherwise, the following is the process for the Performance Review Plan with calendar dates for program year 2018 as an example:

Performance Review Plan Steps	HUD Program Year 2018
The Performance Review Plan will be prepared	May 1 – July 29, 2019
Send the Pekin Daily Times newspaper a legal notice on Monday of this week. In addition, post notice on City of Pekin web site.	May 29, 2019
The City of Pekin will publish a summary of the proposed Plan in one or more newspapers of	June 5, 2019

CITIZEN PARTICIPATION PLAN FOR THE CITY OF PEKIN

general circulation two weeks (14 calendar days) before the public comment period commences	
Performance Review Plan is published for comments by public comment period begin date (hard copies at City of Pekin and website, Pekin Library and Pekin Housing Authority)	
A minimum of a 15 day public comment period (ending the Friday before the 1 st Council meeting of the month)	June 19 to July 5, 2019
Prepare Request for Council Action form for public hearing at Council meeting. Due to City Clerk on:	June 18, 2019
One public hearing will occur at the second Council meeting in February.	June 24, 2019
Prepare Request for Council Action form for Performance Review Plan to be voted on at Council meeting. Due to City Clerk on:	July 2, 2019
The first Council meeting on July, the Performance Review plan will be presented to City Council for recommended approval.	July 8 th , 2019
Final preparations to the Council approved Performance Review plan to be sent to HUD (including entry and submittal in IDIS).	July 9-28, 2019
Performance Review plan due to HUD 60 days after the end of the City of Pekin's program year – July 29th.	July 29 th , 2019



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: November 21, 2018

From: Mark Rothert, Interim City Manager

AGENDA ITEM: Approval of Professional Services Agreement for Retail Attraction

AGENDA DATE REQUESTED: November 26, 2018

ACTION REQUESTED: Approve Resolution No. 127-18/19 approving a one year Professional Services Agreement for retail attraction services.

DESCRIPTION: Economic development comes in many forms, including retail attraction and development. Retail attraction is particularly important to the City of Pekin because the City relies on sales tax as one of its major revenue sources each year. However in recent years, the City has not had a strategy dedicated to retail attraction, let alone economic development. In order for the community to grow its tax base there needs to be a more concerted focus in this area. Earlier this month, the City Council heard a presentation from Retail Strategies regarding the services they provide in bridging the gap between cities and retailers, developers, and brokers to attract development to a community.

Furthermore, the retail/restaurant attraction business is based highly on relationships that have been built up over years. These relationships ultimately bring access to key decision makers in corporations looking to expand. Staff at the City do not have the capacity to build those relationships in a short amount of time. The City therefore needs to enlist the help of a firm who specializes in this area of expertise if it wishes to start growing its sales tax base.

Retail Strategies, LLC has provided the city council with a presentation/proposal on the services they could provide the City. Retail Strategies is based in Birmingham, Alabama and is recognized as a national leader in municipal retail attraction. The firm has experience in the region and has assisted other Midwest communities with retail/restaurant attraction such as Plainfield, IL; Zion, IL; Moline, IL; Steger, IL; and Dubuque, IA.

Retail Strategies' model is to offer a one year services contract at \$35,000 that can be extended for another two years where the firm will annually assist the City with developing targeted demographics and marketing materials; pursuing a target list of retailers/restaurants for key development sites; and representing the City at various retail conferences and trade shows held throughout the country.

Staff recommends approval.

FINANCIAL IMPACT: The annual services contract with Retail Strategies, LLC is for \$35,000, funded through the following line items:

Line Item	Fund	Description	Budget	YTD Expenses	Available Funds	Request
270-270-551000	CBD TIF	Printing And Publications	\$2,000	\$1,000	\$1,000	\$1,000
270-270-551600	CBD TIF	Dues And Subscriptions	\$850	\$425	\$425	\$425
270-270-560500	CBD TIF	Consulting Fees	\$15,000	\$6,800	\$8,200	\$3,750
270-270-560600	CBD TIF	Corporate Counsel Fees	\$2,500	\$1,413	\$1,087	\$1,087
270-270-561200	CBD TIF	Engineering Fees	\$5,000	\$2,500	\$2,500	\$2,500
270-270-562500	CBD TIF	Demolition	\$21,000	\$10,500	\$10,500	\$10,500
100-001-569000	Admin	Other Contractual Services	\$5,000	\$4,255	\$745	\$745
100-990-569000	Gen Ops	Other Contractual Services	\$30,740	\$856	\$29,884	\$14,993
					\$54,341	\$35,000

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: The City will proactively engage in retail/restaurant attraction

IMPACT IF DENIED: The City will not be proactively engaging in retail/restaurant attraction

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:

Date:

Approval of Professional Services Agreement for Retail Attraction

WHEREAS, the Mayor and City Council of the City of Pekin, Tazewell County, Illinois, an Illinois home rule municipality (the “City”), have determined that the Professional Services Agreement to Provide Consulting Services regarding retail attraction is in the best interest of the citizens of the City of Pekin.

THEREFORE, be it ordained by the Mayor and City Council of Pekin, Illinois, in the County of Tazewell, as follows:

1. The Professional Services Agreement to Provide Consulting Services regarding retail attraction with Retail Strategies, LLC and the City of Pekin attached hereto as Exhibit A is hereby approved.
2. The Mayor is hereby authorized and directed to enter into and execute on behalf of the City said Professional Services Agreement to Provide Consulting Services and the City Clerk of the City of Pekin is hereby authorized and directed to attest such execution.

MAYOR

ATTEST:

CITY CLERK

PROFESSIONAL SERVICES AGREEMENT TO PROVIDE CONSULTING SERVICES

This Professional Services Agreement to Provide Consulting Services (this “Agreement”) sets forth the mutual understanding of the City of Pekin, IL an Illinois home rule municipal corporation (the “Client”) and Retail Strategies, LLC, an Alabama limited liability company (the “Consultant”) on this the _____ day of _____, 2018 (the “Execution Date”), for the provision of professional consulting services as more fully set forth below.

R E C I T A L S:

The Consultant possesses a high degree of professional skill and experience and is a unique provider of professional consulting services in retail recruitment.

The Client desires to hire the Consultant to provide professional consulting services because of its professional skill and experience.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth in this Agreement, the Client and the Consultant, intending to be legally bound, do hereby agree as follows:

1. **CONSULTING SERVICES.** The Consultant agrees to provide the following professional consulting services to the Client (the “Services”):
 - A. **Research.** The Consultant will identify the Client’s retail trade area using a blend of demographics, political boundaries, drive times and/or custom boundaries. The Consultant will perform market and retail analysis based on current industry standards at the time such reports are run. The Consultant will map retail locations and analyze opportunities given local and macro retail trends.
 - B. **In-Market Real Estate Analysis.** The Consultant will analyze existing shopping centers and retail corridors and actively reach out to local brokers and real estate owners. The Consultant will identify, evaluate and catalogue priority commercial properties for development or redevelopment based on their highest-and-best-use. The Consultant will identify priority business categories to expand locally and to recruit to the area.
 - C. **Retail Recruitment.** The Consultant will proactively recruit businesses for targeted zones through the contact of a minimum of 30 retailers, restaurants, brokers or developers. The Consultant will regularly update the Client Representative on retail recruitment efforts via email, telephone and the Consultant’s client web portal known as “Basecamp.” One market visit per calendar year is included in this agreement, additional travel outside of this agreement and requested by the Client shall be approved and paid for by the Client. The Consultant will represent the Client at International Council of Shopping Center conferences and provide updates according to the yearly conference schedule.
 - D. **Updates.** The Consultant will provide the Client Representative with updates within three business days of receipt of a request from the Client Representative (as defined in Section 4 below).

2. **TERM.** The Consultant's engagement and provision of Services will commence upon execution of the agreement. The Consultant's engagement and this Agreement will terminate automatically on the first anniversary of the Effective Date (the "Term") unless earlier terminated as provided in Section 6 below. At the end of the Term, the Client, acting by and through the Client Representative, may extend the Term at its option for successive one year periods on such terms and conditions as the Client Representative, acting for and on behalf of the Client, and the Consultant may agree upon in writing.

3. **CONSULTING FEE.**

- A. **Consulting Fee.** In consideration for providing the Services, the Client agrees to pay the Consultant a consulting fee (the "Consulting Fee") in an amount equal to \$35,000 annually. The Consulting Fee will be paid in installments of immediately available funds as follows:

Contract Period	Payment Date	Payment Amount
Year One	Upon execution of this Agreement	\$35,000
Year Two	On or before the 1 st anniversary of the Effective Date	\$35,000
Year Three	On or before the 2 nd anniversary of the Effective Date	\$35,000

- B. **Travel.** Client will reimburse Consultants travel to and from Pekin, IL.

- C. **Payment Default.** If the Client fails to pay any portion of the Consulting Fee on the requisite payment date, the Consultant will immediately cease all Services, including but not limited to: (1) negotiation of incentive agreements; (2) all recruiting and marketing efforts; (3) representation of the Client at trade shows; (4) booking meetings for the Client with prospective retailers; and (5) including the Client in marketing materials.

4. **CLIENT INFORMATION AND ACCESS.**

- A. To the extent permitted by law, the Client will provide the Consultant with access to relevant personnel, facilities, records, reports and other information (including any information specified in the Consultant's proposal to the Client) accessible by the Client that the Consultant may reasonably request from time-to-time during the Term. The Client acknowledges and agrees that the Consultant's scheduled delivery of the Services is dependent upon the timely access to such personnel, facilities, records, reports and other requested information.
- B. To facilitate such access and Consultant's delivery of the Services, the Client designates the City Manager, or his/her designee (the "Client Representative"),. The Client Representative will serve as the primary liaison between the Consultant and the Client. The Client Representative will have responsibility for regular communications between the Client and the Consultant, including providing updates in a timely manner through Basecamp. The Client Representative's communications to the Consultant will include information regarding retail growth and development, such as actual and prospective business openings and closings, changes in economic drivers (e.g., significant increases or decreases in workforce of major employers, school enrollments, housing or healthcare

services) and changes in the ownership of targeted real estate (e.g., transfers of real estate or changes in the finances of ownership). The Client Representative will also be responsible for disseminating updates relative to consultants activities related to scope of work to members of local stakeholder groups of the Client (e.g. City Council, Economic Development Boards, Chamber of Commerce etc.).

Initials of Client Representative: _____

- C. The Client hereby authorizes the Client Representative (i) to act on behalf of the Client in the day-to-day administration and operation of this Agreement and the arrangements it contemplates and (ii) to execute and deliver, on behalf of the Client, such notices, approvals, consents, instruments, amendments or other documents as may be necessary or desirable to facilitate or assist the Consultant with the provision of the Services.

5. INTELLECTUAL PROPERTY. As part of the Services, the Consultant will prepare periodic and final reports including demographic and other research reports that will become the property of the Client upon delivery from the Consultant. Any other reports, memoranda, electronic mail, facsimile transmissions or other written documents prepared or used by the Consultants in connection with the Services will remain the property of the Consultant. With the Consultant's prior permission, the Client may use other information provided by the Consultant, such as specifics related to retailers, developers, site information or other "confidential information" for internal purposes while taking reasonable steps to so limit the use of such materials and maintain its confidentiality.

6. TERMINATION.

- A. **By the Client At-Will.** The Client may terminate this Agreement at any time for any or no reason upon delivery of 30 days' prior written notice to the Consultant. Any portion of the Consulting Fee paid prior to such termination of this Agreement is earned when paid and nonrefundable.
- B. **By the Client Upon the Consultant's Default.** The Client may notify the Consultant within 90 days of the day that the Client knows that the Consultant breached this Agreement. The Consultant will have 30 days following receipt of such notice to cure any alleged breach. If the Consultant fails to cure any alleged breach within that 30-day period, then the Client may terminate this Agreement. Within 30 days of such termination of this Agreement, the Consultant will refund a pro rata portion of the installment of the Consulting Fee previously paid for the contract period during which such termination occurs based upon the number of days remaining in such contract period.
- C. **By the Consultant At-Will.** The Consultant may terminate this Agreement at any time for any or no reason upon delivery of 30 days' prior written notice to the Client. Within 30 days of such termination of this Agreement, the Consultant will refund a pro rata portion of the installment of the Consulting Fee previously paid for the period during which such termination occurs based upon the number of days remaining in such period.
- D. **By the Consultant Upon the Client's Default.** The Consultant may notify the Client within 90 days of the day that the Consultant knows that the Client breached this Agreement. The Client will have 30 days following receipt of such notice to cure any alleged breach. If the Client fails to cure any alleged breach within that 30-day period,

then the Consultant may terminate this Agreement. Any portion of the Consulting Fee paid prior to such termination of this Agreement is earned when paid and nonrefundable.

7. **NOTICES.** Any notice or communication in connection with this Agreement will be in writing and either delivered personally, sent by certified or registered mail, postage prepaid, delivered by a recognized overnight courier service, or transmitted via facsimile or other electronic transmission, addressed as follows:

Client: City of Pekin, IL
111 South Capitol Street
Pekin, IL 61554
Email: marothert@ci.pekin.il.us
Attention: Mark Rothert

Consultant: Retail Strategies, LLC
120 18th Street South, Suite 201
Birmingham, AL 35233
Email: Ashton@retailstrategies.com
Fax: (205) 313-3677
Attention: Matthew Petro

or to such other address as may be furnished in writing by either party in the preceding manner. Notice shall be deemed to have been properly given for all purposes: (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier, (ii) if personally delivered, on the actual date of delivery, (iii) if sent by certified U.S. Mail, return receipt requested postage prepaid, on the third business day following the date of mailing, or (iv) if sent by facsimile or email of a PDF document (with confirmation of transmission), then on the actual date of delivery if sent prior to 5 p.m. Central Time, and on the next business day if sent after such time.

8. **INDEPENDENT CONTRACTOR.** The Consultant, in its capacity as a professional consultant to the Client, is and will be at all times an independent contractor. The Consultant does not have the express, implied or apparent authority either (A) to act as the Client's agent or legal representative or (B) to legally bind the Client, its officers, agents or employees.

9. **STANDARD TERMS.**

- A. **Affiliated Services:** The Client acknowledges that certain affiliates of the Consultant provide real estate brokerage and management services for which they are paid brokerage, development, leasing, management and similar fees. In connection with the Services and with the prior written permission of the Client, such affiliates may be engaged to provide such services in consideration for the payment of such fees.
- B. **Applicable Laws:** The Consultant will abide by all laws, rules and regulations applicable to the provision of the Services.
- C. **Insurance:** The Consultant will carry all employee insurance necessary to comply with applicable state and federal laws.

- D. **Third Party Beneficiaries:** This Agreement is for the sole benefit of the parties to this Agreement and their permitted successors and assigns. Nothing in this Agreement, whether express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
- E. **Publicity:** The Client agrees that, with permission by Client, the Consultant may, from time-to-time, use the Client's name, logo and other identifying information on the Consultant's website and in marketing and sales materials.
- F. **Entire Agreement:** This Agreement, together with any exhibits or amendments hereto, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. Any prior written or oral understandings and agreements between the parties are merged into this Agreement, which alone fully and completely expresses their understanding. No representation, warranty, or covenant made by any party which is not contained in this Agreement or expressly referred to herein has been relied on by any party in entering into this Agreement.
- G. **Further Assurances:** Each party hereby agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.
- H. **Force Majeure:** Neither party to this Agreement will hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.
- I. **Amendment in Writing:** This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by a duly authorized officer of the Consultant and the Client Representative, acting for and on behalf of the Client.
- J. **Binding Effect:** This Agreement will bind the parties and their respective successors and assigns. If any provision in this Agreement will be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.
- K. **Captions:** The captions of this Agreement are for convenience and reference only, are not a part of this Agreement and in no way define, describe, extend, or limit the scope or intent of this Agreement.
- L. **Construction:** This Agreement will be construed in its entirety according to its plain meaning and will not be construed against the party who provided or drafted it.
- M. **Prohibition on Assignment:** No party to this Agreement may assign its interests or obligations hereunder without the written consent of the other party obtained in advance of any such assignment. No such assignment will in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning party will in all respects remain liable hereunder irrespective of such assignment.

- N. **Waiver:** Non-enforcement of any provision of this Agreement by either party will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remaining terms and conditions of this Agreement.
- O. **Survival:** Section 5 and Section 9(H) will survive termination of this Agreement.
- P. **Counterparts; Electronic Transmission:** This Agreement may be executed in counterparts, each of which will be deemed to be an original, and such counterparts will, together, constitute and be one and the same instrument. A signed copy of this Agreement delivered by telecopy, electronic transmission or other similar means will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Client and the Consultant have caused this Agreement to be executed by their duly authorized officers to be effective as of the Effective Date.

CLIENT:

CITY OF PEKIN, IL

By: _____
Name: _____
Title: _____
Date: _____

CONSULTANT:

RETAIL STRATEGIES, LLC

By: _____
Name: _____
Title: _____
Date: _____



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: November 20, 2018

From: John Lebegue, Building & Inspections

AGENDA ITEM: Request for Special Use Authorization to Establish a Community Residence Use at 912 Broadway Street

AGENDA DATE REQUESTED: November 26, 2018

ACTION REQUESTED: Recommendation of the Pekin Plan Commission to the City of Pekin City Council to deny a request for a Special Use Authorization to establish a sober living, community residence use at 912 Broadway Road.

DESCRIPTION: Application #4: Consideration of a Special Use Petition submitted by Wendy McCready, on behalf of Fight the Fight, to establish a community residence for the purpose of a sober living home use at a property located at 912 Broadway Road, with a Legal Description of SEC 2 T24N R5W ACME Subd. Lot 1 Haines Addn. Lot 5 NW ¼ in Tazewell County, Illinois, with the following P.I.N. # 04-10-02-110-004.

SUMMARY AND BACKGROUND OF SUBJECT MATTER

Wendy McCready, on behalf of Fight the Fight, has submitted an application for Special Use Authorization to establish a sober living, community residence use at 912 Broadway Road. Given that the proposed community residence use is for the purpose of housing persons for drug or alcohol shelter or rehabilitation, the use constitutes a Special Use pursuant to Section 9-4A-3, (N) of the Pekin City Code. All properties within 150 feet of the property at 912 Broadway Road were notified by registered mail of the Special Use petition for the proposed sober living facility. An operation plan for the proposed sober living community residence has been provided by the applicant that fully details the scope of the proposed use and how the use would be conducted and has been attached for review and consideration.

PROPERTY INFORMATION

Relevant Zoning Code Section: Section 9-4A-3, (N): Community Residences

Property Address: 912 Broadway Road

Current Zoning Classification: R-4, One Family Residential

Current Use: Single Family Residence

Lot Area: 5,750 square feet

Square Foot Area of Home: 2,160 square feet

ANALYSIS AND DISCUSSION

No Special Use shall be recommended for approval by the Plan Commission unless there is a concurring vote of a majority of all members regarding findings of fact. Clearly explain how the requested Special Use meets each of the following findings of fact standards:

- 1.) The proposed Special use is consistent with the intent of the Comprehensive Plan.
 - 2.) The establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare.
 - 3.) The Special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted nor substantially diminish property values within the neighborhood.
 - 4.) The establishment of the Special Use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
 - 5.) Adequate utilities, access roads, drainage or necessary facilities have been or will be provided.
 - 6.) Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.
 - 7.) The Special Use is necessary for public convenience at this location.
- The applicant must provide evidence at the Public Hearing as to how the proposed sober living, community residence use meets each of the above detailed, seven findings of fact standards.

Upon review of the proposed operating plan and review of the aerial Site Plan, staff has concerns that the proposed use has the potential to create traffic congestion, as there is very limited parking area available for the parking of vehicles for the house manager and vehicles of the residents and visitors of the proposed community residence. It appears that there is only enough space at the rear of the property at 912 Broadway Road to park only 2 to 3 vehicles and if all residents of the home possessed a vehicle, the vehicles would have to park on the City street. Given that there is no parking allowed on Broadway Road, there are few parking areas available for the property at 912 Broadway Road and the parking of resident vehicles on neighboring streets would create congestion that is currently not present in that neighborhood. The applicant must provide information as to how the parking of resident and staff vehicles will be accomplished, so as to minimize traffic congestion on the public streets in that neighborhood.

Upon review of the operating plan submitted by the applicant, it was stated that one house manager and 10 additional male residents would be housed in the proposed sober living community residence at 912 Broadway Road, but the allowed number of occupants of the home would be based on the number of bedrooms and the square footage available as determined by the 2015 International Property Maintenance Code. The relevant sections of the 2015 International Property Maintenance Code have been attached for review and reference.

Following publishing of the required legal notice and mailing of notices to all properties within 150 feet of 912 Broadway Road, the Building Inspections Department received email and written correspondence in opposition and in favor of the proposed sober living community residence use, and has been attached for review and consideration.

Corey Campbell, representing Fight the Fight, appeared before the Pekin Plan Commission and explained the scope and nature of the sober living community use that was being proposed for establishment at 912 Broadway Street. Mr. Campbell explained the City of Pekin currently does not have a sober living house and that there are no options for substance abusers when they are released from treatment or prison and that a sober living community residence provides the setting to prevent immediate relapse back into addiction. Only male residents would be allowed to stay in the proposed sober living community residence and all residents would undergo a background check and no sex offenders would be allowed to reside in the residence. Mr. Campbell further stated that selecting the residential property at 912 Broadway Road that they had examined at least 50 different properties. The property at 912 Broadway Road was chosen due to its close proximity to the downtown court house and public transportation, as a majority of the prospective residents of the sober living home would not have a car and would utilize public transportation to get to work. Mr. Campbell concluded by stating that substance abuse is a serious problem in the City of Pekin and that there is no government money to provide treatment options and establishment of a sober living community residence at 912 Broadway Road would allow the community to assist substance abusers break free of addiction by providing a space where the addict is held accountable.

REVIEW AND RECOMMENDATION OF PLAN COMMISSION

Upon consideration of the petition for Special Use Authorization to establish a sober living, community residence use at 912 Broadway Road, the members of the Pekin Plan Commission expressed concerns as to the lack of available on-site and street parking spaces for the proposed use, as the on-street parking of vehicles is prohibited on Broadway Road. Concerns were also expressed as to the number of residents who would be occupying the single family home, lack of State of Illinois certification of the facility and those operating the facility and the potential of residents of the sober living home creating problems for the neighborhood. Members of the Plan Commission also expressed concerns that the proposed sober living, community residence use had the potential to negatively impact property values in the immediate neighborhood and could negatively impact the City sewer system due to the increased sewage use created by 10 or more residents of the home. Chairman Bill Craig and the members of the Plan Commission found that the proposed sober living community residence use did not meet the required findings of fact required to recommend approval of the Special Use due to the lack of parking, creation of traffic and congestion in neighborhood, danger to safety, health and general welfare of the neighborhood, potential negative impact to City sewer system, and potential diminishing of property values of neighboring homes. While the members of the Plan Commission agreed that there is a need for this type of facility in the City of Pekin, but concluded that the property at 912 Broadway Road and the neighborhood were not well suited for the proposed use. By a unanimous vote, the members of the Pekin Plan Commission recommended denial of the request for Special Use Authorization to establish a sober living community residence at 912 Broadway Road.

FINANCIAL IMPACT: N/A

NEIGHBORHOOD CONCERNS: During the Public Hearing, 9 neighboring residential property owners appeared before the Pekin Plan Commission and expressed their opposition to the establishment of the proposed sober living community residence use at 912 Broadway Road. Residents expressed concerns for the safety of children and elderly residents in the neighborhood, negative impact on City sewer system, the lack of available parking on the property at 912 Broadway Road and in the neighborhood as a whole, an increase of traffic in the alley, overcrowding of the single-family residence and lack of oversight of the addicts residing in the home. Residents also expressed concerns that the proposed sober living community residence use would diminish property values in the neighborhood and would add a problem that currently does not exist in the neighborhood and would worsen the drug problem that already exists in the area. While a number of residents acknowledged that there was a community need for such a facility, but felt that a residential neighborhood was not the appropriate area to establish such a use. Five residential property owners appeared before the Pekin Plan Commission and spoke in favor of the proposed sober living community residence use at 912 Broadway Road, stating that the proposed use would address a dire need in the City and provide a safe environment for those recovering from substance abuse. Those speaking in favor of the use felt that the community needed to take some positive steps to address the serious addiction problem that exists in the City of Pekin and that the establishment of the sober living home would create a place where those suffering from substance abuse could receive additional assistance and support to get their lives on track and be an accountable and responsible citizen.

IMPACT IF APPROVED: Approval of the petition for a Special Use for the establishment of a sober living community residence use at 912 Broadway Road would allow a use that has the potential to negatively impact the health, safety and general welfare of the neighborhood, create traffic congestion and parking conflicts for the neighborhood in which the home is located. The sober living community use also has the potential to negatively impact the City sewer system, as up to 10 individuals may reside in the home, which is far in excess of the usual residential household. Lastly, several residents provided testimony that they felt that the proposed sober living community residence would diminish their property values in the neighborhood and create an environment that would be detrimental to their enjoyment of their property.

IMPACT IF DENIED: Denial of the petition for Special Use authorization for the establishment of a sober living community residence use at 912 Broadway Road would maintain the single-family residential character of the neighborhood, as the use of the home would continue to be as a single family home. Denial of the Special Use petition would also prevent exacerbating a parking shortage that already exists in the neighborhood due to the prohibition of on-street parking on Broadway Road. Lastly, denial of the Special Use petition would protect the public health, safety and general welfare of the neighborhood by preventing the establishment of a use that is incompatible with the established residential neighborhood and creates hazards and negative impacts that don't currently exist in the neighborhood.

ALTERNATIVES: <Insert Alternatives>

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:

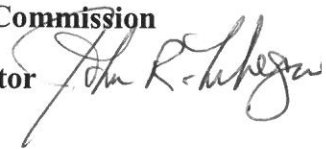
Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

MEMORANDUM

TO: William Craig, Chairman and Members of the City of Pekin Plan Commission
FROM: John R. Lebegue, Building Inspections / Development Director 
DATE: November 8, 2018
RE: Petition for Special Use Authorization to Establish a Sober Living Community Residence at 912 Broadway Road

SUMMARY AND BACKGROUND OF SUBJECT MATTER

Wendy McCready, on behalf of Fight the Fight, has submitted an application for Special Use Authorization to establish a sober living, community residence use at 912 Broadway Road. Given that the proposed community residence use is for the purpose of housing persons for drug or alcohol shelter or rehabilitation, the use constitutes a Special Use pursuant to Section 9-4A-3, (N) of the Pekin City Code. All properties within 150 feet of the property at 912 Broadway Road were notified by registered mail of the Special Use petition for the proposed sober living facility. An operation plan for the proposed sober living community residence has been provided by the applicant that fully details the scope of the proposed use and how the use would be conducted and has been attached for review and consideration.

PROPERTY INFORMATION

Relevant Zoning Code Section: Section 9-4A-3, (N): Community Residences

Property Address: 912 Broadway Road

Current Zoning Classification: R-4, One Family Residential

Current Use: Single Family Residence

Lot Area: 5,750 square feet

Square Foot Area of Home: 2,160 square feet

ANALYSIS AND DISCUSSION

No Special Use shall be recommended for approval by the Plan Commission unless there is a concurring vote of a majority of all members regarding findings of fact. Clearly explain how the requested Special Use meets each of the following findings of fact standards:

- 1.) The proposed Special use is consistent with the intent of the Comprehensive Plan.
- 2.) The establishment, Maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare.

- 3.) The Special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted nor substantially diminish property values within the neighborhood.
- 4.) The establishment of the Special Use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
- 5.) Adequate utilities, access roads, drainage or necessary facilities have been or will be provided.
- 6.) Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.
- 7.) The Special Use is necessary for public convenience at this location.

The applicant must provide evidence at the Public Hearing as to how the proposed sober living, community residence use meets each of the above detailed, seven findings of fact standards. Upon review of the proposed operating plan and review of the aerial Site Plan, staff has concerns that the proposed use has the potential to create traffic congestion, as there is very limited parking area available for the parking of vehicles for the house manager and vehicles of the residents and visitors of the proposed community residence. It appears that there is only enough space at the rear of the property at 912 Broadway Road to park only 2 to 3 vehicles and if all residents of the home possessed a vehicle, the vehicles would have to park on the City street. Given that there is no parking allowed on Broadway Road, there are few parking areas available for the property at 912 Broadway Road and the parking of resident vehicles on neighboring streets would create congestion that is currently not present in that neighborhood. The applicant must provide information as to how the parking of resident and staff vehicles will be accomplished, so as to minimize traffic congestion on the public streets in that neighborhood.

Upon review of the operating plan submitted by the applicant, it was stated that one house manager and 10 additional male residents would be housed in the proposed sober living community residence at 912 Broadway Road, but the allowed number of occupants of the home would be based on the number of bedrooms and the square footage available as determined by the 2015 International Property Maintenance Code. The relevant sections of the 2015 International Property Maintenance Code have been attached for review and reference.

Following publishing of the required legal notice and mailing of notices to all properties within 150 feet of 912 Broadway Road, the Building Inspections Department received email and written correspondence in opposition and in favor of the proposed sober living community residence use, and has been attached for review and consideration.



City of Pekin- Zoning and Inspections Department

111 S. Capitol Street, Pekin, Illinois 61554 – (309) 477-2315

SPECIAL USE APPLICATION

Address of Requested Special Use: 912 Broadway St. Pekin, IL

Applicant Name: Fight the Fight- Wendy McCready

Address: 145 Urbandale Ave., East Peoria, IL

Phone #: 309-369-2887 **Cell Phone #:** _____ **E-Mail:** goFighttheFight@gmail.com

Owner Name: Wendy McCready

Address: 145 Urbandale Ave., East Peoria, IL

Phone #: 309-369-2887 **Cell Phone #:** _____ **E-Mail:** _____

Attorney / Representative: William Loeffel

Address: Peoria

Phone #: _____ **Cell Phone #:** _____

Phone #: _____ **Cell Phone #:** _____ **E-Mail:** _____

Property Information:

Lot Area: 50X115 **Zoning District:** _____ **Present Use:** Residential

Use of Adjacent Property & Zoning:

North: R-4, One family residential **South:** R-4, One family residential

East: R-4, One family residential **West:** R-4, One family residential

Property Identification Number: 04-10-02-110-004

Legal Description: (Attach Separate Page)

SEC 2 ACME SUB LOT 1 HAINES ADDN LOT 5 NW 1/4



City of Pekin- Zoning and Inspections Department

111 S. Capitol Street, Pekin, Illinois 61554 – (309) 477-2315

Brief Summary and Reason for Request: Recovery (sober) Living Home for males in alcohol/drug addiction recovery

No Special Use shall be recommended for approval by the Plan Commission unless there is a concurring vote of a majority of all members regarding findings of fact. Clearly explain how the requested Special Use meets each of the following findings of fact standards:

- 1.) The proposed Special use is consistent with the intent of the Comprehensive Plan.
- 2.) The establishment, Maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare.
- 3.) The Special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted nor substantially diminish property values within the neighborhood.
- 4.) The establishment of the Special Use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
- 5.) Adequate utilities, access roads, drainage or necessary facilities have been or will be provided.
- 6.) Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.
- 7.) The Special Use is necessary for public convenience at this location.

CERTIFICATION BY THE APPLICANT

I certify that all the information contained in this application form or any attachments, documents, or plans submitted herewith are true to the best of my knowledge and belief.

Wendy McCreedy
Applicant Signature

10-17-18
Date

CERTIFICATION BY PROPERTY OWNER

I certify that I am the owner of the property, which is the subject of this request. The applicant has received my approval to proceed with this request.

Wendy McCreedy
Owner Signature (Pending closing)

10-17-18
Date



City of Pekin- Zoning and Inspections Department

111 S. Capitol Street, Pekin, Illinois 61554 – (309) 477-2315

CHECKLIST OF REQUIRED SPECIAL USE ITEMS:

- ☒ One original completed Special Use application form with all required signatures.
- ☒ Payment of \$85.00 non-refundable filing fee. Checks should be made payable to "City of Pekin".
- ☒ One copy of a Site Plan of the proposed development showing:
 - * A scale of not less than one inch equals fifty feet (1" = 50') if the subject property is less than three (3) acres and one inch equals one hundred feet (1" = 100') if three (3) acres or more.
 - * Date, north point and scale.
 - * The dimensions of all lot and property lines, showing the relationship of the subject property to abutting properties.
 - * The location of all existing and proposed structures on the subject property and all structures within one hundred feet (100') of the subject property.
 - * The location of all existing and proposed drives and parking areas.
 - * The location and right-of-way widths of all abutting streets and alleys.
 - * The names, addresses, and phone numbers of the architect, planner, designer, engineer or person responsible for the preparation of the site plan.
- _____ Attachments such as landscape plan, photograph or renderings of existing and proposed site, building layouts or elevations, etc. are commended in order to provide accurate and sufficient information for review by the Development Review Committee and consideration by the Plan Commission.
- _____ The applicant(s) or authorized agent must be present at the Planning Commission meeting to address any questions that may arise.

FOR OFFICE USE ONLY:

Filing Fee: \$85.00

Date Filed: 10/17/18

Publication Date: 10/25/18

Public Hearing Date: 11/14/18

City Council Action Date: _____

Approved: _____

Denied: _____

Ordinance #: _____

Fight the Fight Recovery Living...

Alan's House: Operating Plan

- *Males only, 18+. Can house one house manager and 10 additional men.*
- *Owner/Operator: Wendy McCready, does not live on site, responsible for all operations of the house, will be on site daily and available 24/7 for emergencies, and will be the only paid employee at this time. This house will be ran under Fight the Fight Against Addiction's 501c3.*
- *House Manager: will live in Alan's House rent-free, have a minimum of one year sobriety/clean time, oversee the house and residents and report to owner/operator.*
- *Each potential resident will go through an application process which includes an application form to complete, background check (no sex offenders), reference check, owner/operator will speak with current or most current counselor, face to face meeting with owner/operator, then the potential resident will have a meeting with the current residents to make sure they are a good fit.*
- *Residents must have a job or get one within a couple weeks of moving in, unless on disability.*
- *Each resident will pay rent at TBD, and split cost of gas/electric, cable, internet, water, garbage (the house mgr will be included in the utility split). This is subject to change, based on the cost of the house.*
- *Residents are required to take random drug tests and remain clean and sober. 1st relapse: community service or 90 meetings in 90 days (AA/NA) TBD. 2nd relapse they*

will have to move out. [Gateway Foundation will handle the drug testing, per linkage agreement... working on this.]

- *Residents are required to attend a weekly house meeting and a minimum of 3 AA/NA/Celebrate Recovery meetings per week.*
- *Residents are responsible for their own food/groceries/personal hygiene items. We will also try to have as much of these things donated as possible.*
- *Martha Brown (Martha Brown Coaching), life coach specializing in addiction, will hold monthly group sessions at the house, focusing on relationship and emotional struggles (free of charge). She will also be available for one-on-one appointments at the house at a reduced rate.*
- *A volunteer and Wendy McCready, owner/operator, will teach life skills to the residents. This will include, but not limited, to: house cleaning, cooking, budgeting money, writing checks, paying bills, making a resume, applying for jobs, preparing for job interviews, basic computer skills, etc.*
- *Will work on linkage agreements with addiction rehabs and drug court, where many referrals will come from.*
- *Residents will have to follow house rules, including curfew and chores.*

LIGHT, VENTILATION AND OCCUPANCY LIMITATIONS

404.2 Minimum room widths. A habitable room, other than a kitchen, shall be not less than 7 feet (2134 mm) in any plan dimension. Kitchens shall have a minimum clear passageway of 3 feet (914 mm) between counterfronts and appliances or counterfronts and walls.

404.3 Minimum ceiling heights. *Habitable spaces*, hallways, corridors, laundry areas, *bathrooms*, *toilet rooms* and habitable *basement* areas shall have a minimum clear ceiling height of 7 feet (2134 mm).

Exceptions:

1. In one- and two-family dwellings, beams or girders spaced not less than 4 feet (1219 mm) on center and projecting a maximum of 6 inches (152 mm) below the required ceiling height.
2. *Basement* rooms in one- and two-family dwellings occupied exclusively for laundry, study or recreation purposes, having a minimum ceiling height of 6 feet 8 inches (2033 mm) with a minimum clear height of 6 feet 4 inches (1932 mm) under beams, girders, ducts and similar obstructions.
3. Rooms occupied exclusively for sleeping, study or similar purposes and having a sloped ceiling over all or part of the room, with a minimum clear ceiling height of 7 feet (2134 mm) over not less than one-third of the required minimum floor area. In calculating the floor area of such rooms, only those portions of the floor area with a minimum clear ceiling height of 5 feet (1524 mm) shall be included.

404.4 Bedroom and living room requirements. Every *bedroom* and living room shall comply with the requirements of Sections 404.4.1 through 404.4.5.

404.4.1 Room area. Every living room shall contain not less than 120 square feet (11.2 m²) and every bedroom shall contain not less than 70 square feet (6.5 m²) and every bedroom occupied by more than one person shall contain not less than 50 square feet (4.6 m²) of floor area for each occupant thereof.

404.4.2 Access from bedrooms. *Bedrooms* shall not constitute the only means of access to other *bedrooms* or *habitable spaces* and shall not serve as the only means of egress from other *habitable spaces*.

Exception: Units that contain fewer than two *bedrooms*.

404.4.3 Water closet accessibility. Every *bedroom* shall have access to not less than one water closet and one lavatory without passing through another *bedroom*. Every *bedroom* in a *dwelling unit* shall have access to not less than one water closet and lavatory located in the same story as the *bedroom* or an adjacent story.

404.4.4 Prohibited occupancy. Kitchens and nonhabitable spaces shall not be used for sleeping purposes.

404.4.5 Other requirements. *Bedrooms* shall comply with the applicable provisions of this code including, but not limited to, the light, *ventilation*, room area, ceiling height and room width requirements of this chapter; the plumbing facilities and water-heating facilities require-

ments of Chapter 5; the heating facilities and electrical receptacle requirements of Chapter 6; and the smoke detector and emergency escape requirements of Chapter 7.

404.5 Overcrowding. Dwelling units shall not be occupied by more occupants than permitted by the minimum area requirements of Table 404.5.

**TABLE 404.5
MINIMUM AREA REQUIREMENTS**

SPACE	MINIMUM AREA IN SQUARE FEET		
	1-2 occupants	3-5 occupants	6 or more occupants
Living room ^{a, b}	120	120	150
Dining room ^{a, b}	No requirement	80	100
Bedrooms	Shall comply with Section 404.4.1		

For SI: 1 square foot = 0.0929 m².

a. See Section 404.5.2 for combined living room/dining room spaces.

b. See Section 404.5.1 for limitations on determining the minimum occupancy area for sleeping purposes.

404.5.1 Sleeping area. The minimum occupancy area required by Table 404.5 shall not be included as a sleeping area in determining the minimum occupancy area for sleeping purposes. Sleeping areas shall comply with Section 404.4.

404.5.2 Combined spaces. Combined living room and dining room spaces shall comply with the requirements of Table 404.5 if the total area is equal to that required for separate rooms and if the space is located so as to function as a combination living room/dining room.

404.6 Efficiency unit. Nothing in this section shall prohibit an efficiency living unit from meeting the following requirements:

1. A unit occupied by not more than one occupant shall have a minimum clear floor area of 120 square feet (11.2 m²). A unit occupied by not more than two *occupants* shall have a minimum clear floor area of 220 square feet (20.4 m²). A unit occupied by three *occupants* shall have a minimum clear floor area of 320 square feet (29.7 m²). These required areas shall be exclusive of the areas required by Items 2 and 3.
2. The unit shall be provided with a kitchen sink, cooking appliance and refrigeration facilities, each having a minimum clear working space of 30 inches (762 mm) in front. Light and *ventilation* conforming to this code shall be provided.
3. The unit shall be provided with a separate *bathroom* containing a water closet, lavatory and bathtub or shower.
4. The maximum number of *occupants* shall be three.

404.7 Food preparation. All spaces to be occupied for food preparation purposes shall contain suitable space and equipment to store, prepare and serve foods in a sanitary manner. There shall be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage.



Tazewell County GIS parcel and map records combined herein are for property tax purposes only. This information has been compiled from the most accurate source data from the public records of Tazewell County. This information must be accepted and used with the understanding that the data was collected primarily for the use and purpose of creating a Property Tax Roll per Illinois Statewide. The information contained herein is for reference purposes only, and should not be relied upon as a substitute for a title search. Any reliance on the information contained herein is at the user's own risk. The Tazewell County GIS assumes no responsibility for any use of the information contained herein for purposes other than those for which it was created. Any third-party site linked to this site, all data is subject to change.



0 0.0035 0.007 0.014 mi
0 0.005 0.01 0.02 km



Community. Opportunity. Home.

City of Pekin- Zoning and Inspections Department

111 S. Capitol Street, Pekin, Illinois 61554 – (309) 477-2315

Current Resident/Owner,

Notice is hereby given that a **PUBLIC HEARING** will be held for a Special Use Petition submitted by Wendy McCready, on behalf of Fight the Fight, to establish a community residence for the purpose of a sober living home use at a property located at 912 Broadway Road, with a Legal Description of SEC 2 T24N R5W ACME Subd. Lot 1 Haines Addn. Lot 5 NW ¼ in Tazewell County, Illinois, with the following P.I.N. # 04-10-02-110-004.

Said review of the above petition to be held at a regular Meeting of the **Pekin Plan Commission**, 111 South Capitol Street, City Hall, City of Pekin, Illinois, on the **14th day of November, 2018**, at the hour of **5:30 P.M.**

All persons having an interest there in may appear to be heard.

John R. Lebegue
Building Inspections / Development Director
City of Pekin

John R. Lebegue
Building Inspections / Development Director
jrlebegue@ci.pekin.il.us
Office: (309) 478-5370

Pekin Daily Times: Please publish one time on the 25th day of October, 2018.

LEGAL NOTICE for PUBLIC HEARING

Notice is hereby given that a **PUBLIC HEARING** will be held for a Special Use Petition submitted by Wendy McCready, on behalf of Fight the Fight, to establish a community residence for the purpose of a sober living home use at a property located at 912 Broadway Road, with a Legal Description of SEC 2 T24N R5W ACME Subd. Lot 1 Haines Addn. Lot 5 NW ¼ in Tazewell County, Illinois, with the following P.I.N. # 04-10-02-110-004.

Said **Public Hearing** of the above petition to be held at a regular Meeting of the **Pekin Planning Commission**, 111 South Capitol Street, City Hall, City of Pekin, Illinois, on the 14th day of **November, 2018**, at the hour of **5:30 P.M.**

All persons having an interest there in may appear to be heard.

Dated this 19th day of **October, 2018**.

John R. Lebegue, Secretary
Pekin Planning Commission

Notification List for 912 Broadway Road

901 Broadway Rd.:	Kathleen Woolsey
903 Broadway Rd.:	Norman Properties
906 Broadway Rd.:	Stefanie Haynes
908 Broadway Rd.:	Jeffrey & Wendy Bass
909 Broadway Rd.:	Michael & Hazel Blackwell
914 Broadway Rd.:	Norman Jones
915 Broadway Rd.:	Jordan Ellis
916 Broadway Rd.:	Arthur & Megan Losher
917 Broadway Rd.:	Nathan & Kristy Doman
920 Broadway Rd.:	Robert & Jody Zurhorst
921 Broadway Rd.:	William Reilly
924 Broadway Rd.:	Debra Jamirson
927 Broadway Rd.:	Judith Matheny
10 S. 9 th St.:	Benson's
901 Highland Ave.:	Dale & Mary Jo Noyes
907 Highland Ave.:	Norman Properties
909 Highland Ave.:	Louise Miller
913 Highland Ave.:	Debra Davidson
917 Highland Ave.:	Dennis Mullen
921 Highland Ave.:	Walter & Diane Emmons
923 Highland Ave.:	Richard & Melissa Humphrey
927 Highland Ave.:	Harold Gibson & Brittany Beckett
931 Highland Ave.:	Gregory Wheeler

Lebegue, John R.

From: dale losher <ddlosh@yahoo.com>
Sent: Monday, October 29, 2018 2:20 PM
To: Lebegue, John R.
Subject: Re: Question

I understand the position of the City of Pekin. Since this came out on her FB page I had a house buyer back out so my family suffered damages. Definitely be the and give testimony. I appreciate your time. This is frustrating.

Attachment: 912 Broadway Road Special Use Packet Information (1566 : Request for Special Use Authorization to Establish a Community

Lebegue, John R.

From: dale losher <ddlosh@yahoo.com>
Sent: Friday, October 26, 2018 11:18 AM
To: Inspectors
Subject: Question

Good morning,

I have a drug treatment house petition to move into a residential house two doors down from my family. What is the process they need for approval? What are the steps? The neighborhood is highly opposed and we pay a good amount of taxes.

Dale Losher

916 Broadway

Pekin IL 61554

3093702016

Attachment: 912 Broadway Road Special Use Packet Information (1566 : Request for Special Use Authorization to Establish a Community

To whom it may concern,

I write this letter in firm and passionate support of the upcoming petition for a Sober Living House at 912 Broadway Rd. Pekin, Illinois, which will come before the City Planning Commission on November 14th, 2018. I humbly ask all voting members to consider facts and logic while looking into this matter and to not simply be swayed by emotional outcries that some may have. Addiction is a problem that can affect any of us at any time regardless of age, race, religion, or socio-economic status. There has been a growing problem in this country regarding abuse of drugs and alcohol which impacts entire communities, Sober Living Houses are one of the tools that have been shown to work in the fight against this horrible epidemic.

Sober Living Houses are places of safety and security where people who have chosen sobriety can continue to work on their wellness while properly integrating back into society as healthy functioning members. These houses are not intended or designed for people currently using nor do they allow people who do not follow the rules to remain. The houses are properly maintained and all local and state laws are followed in addition to a zero tolerance for drug or alcohol use (which is more than many houses in the average neighbor can claim). To date no factual study has shown any evidence of Sober Living Houses increasing crime rates or significantly lowering surrounding property values and in some cases the exact opposite happens (as there is less relapse and crime due to the program and the property is properly cared for and in many cases improved on).

It is understandable for some to have concerns, and it is well within their rights to voice these concerns however this is no substitute for accurate information. I can imagine over the next few weeks some may hear opposition to this house in the name of safety and property values. I simply request for the voting members to ask for evidence and skeptically weigh it against the information myself and others have provided. Included in this letter are some links at the bottom along with my information. I am more than happy to meet with anybody to discuss this issue or other issues/concerns and will be more than happy to provide more sources and information as needed. I will certainly not have answers to everything but I do promise to be honest and forthright in these discussions as well as helping find other resources as needed.

Thank you for your consideration in this matter and I look forward to speaking with you at the upcoming meeting (if not sooner).

Sincerely, Jacob Collins

(309)620-6884

1005 Summer St. Apt. B

Pekin, Illinois 61554

Netheo2@yahoo.com



Open House 10/14/18 Sun 1:00 - 3:00 PM CDT

[Schedule a Showing](#)

Virtual Tour

Directions: Broadway between 9th & 10th. Enter in back next to Bensons appliances.

Room Dimensions/Levels:				Egres:				Fin Lwr Lv SqFt:			
Living:	19 x 15	Main	C	Mstr Br:	13 x 13	Main	C	Den/Ofc:	x	Fin Main Lv Sq...	1,440
Great:	x			Bedrm 2:	14 x 11	Main	C	Laundry:	13 x 12 Main W	Fin Uppr Lv Sq...	720
Family:	25 x 25	Upper	C	Bedrm 3:	14 x 10	Upper	C	Rec Rm:	x	Fin Addtnl SqFt:	
Fml D...	17 x 13	Main	C	Bedrm 4:	x				x	Total SQFT:	2160
Inf Din:	x			Bedrm 5:	x				x	Finish Bsmt Sq...	0
Kitch...	18 x 13	Main	V	Bath/Mst ...	Full			Gar:	20 x 16	#Cars:	1
								Rem:	1	Total Bsmt SqFt:	840
Assoc Mo. Fee \$: \$0				Assoc. Ann. Fee \$ \$0				RELO:			
Ann Taxes: \$1,776.22				Tax Yr: 2017				Incen:			
Exemptions: 6,000				Zoning:				HPP:			
Parcel ID: 04-10-02-110-004				Short Sale: N				REO: N			
				Flood Ins: No				Elem School: Wilson			
				Flood Plain: N				Middle School: Broadmoor			
				AGR: N				High School: Pekin Community			
				Util: Y							
				Also Ref MLS#:							



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: November 16, 2018

From: John Lebegue, Building & Inspections

AGENDA ITEM: Request for Special Use Authorization for Open Front Storage at 2909 Court Street

AGENDA DATE REQUESTED: November 26, 2018

ACTION REQUESTED: Recommendation of the Pekin Plan Commission to the City of Pekin City Council to approve a request for a Special Use for the front yard storage of U-Haul rental trucks and trailers at 2909 Court Street.

DESCRIPTION: Application #2: Consideration of a Special Use Petition submitted by Amerco Real Estate Company for Open Front Storage of U-Haul rental trucks, trailers and equipment at a property located at 2909 Court Street with a Legal Description of Sec 7 T24N R4W Pekin Commercial Park Subd. Lot 2 (Exc. SE Tract) all Lots 3-4 & 5 NW ¼ 8.537 AC in Tazewell County, Illinois, with the following P.I.N.# 11-11-07-101-008.

SUMMARY AND BACKGROUND OF SUBJECT MATTER

Amerco Real Estate Company has submitted a petition for a Special Use for Open Front Storage for the purpose of storing and displaying U-Haul rental trucks, trailers and other moving equipment in the designated areas of the parking lot. All display and storage areas are detailed on the Conceptual Site Plan that was submitted by the applicant. The property at 2909 Court Street that is the subject of the Special Use petition was the former K-Mart store and the U-Haul company has plans to set up a three tiered business use of the property that will entail a retail use in a small portion of the store at the main entry, the exterior display and storage of rental moving vehicles and trailers and conversion of the interior of the former retail store to conditioned storage. Given that the retail sales component of the proposed U-Haul use constitutes a permitted retail use in the B-3, General Business District, the retail sales use has already been established at the property at 2909 Court Street.

PROPERTY INFORMATION

Relevant Zoning Code Section: Section 9-6C-3, (B): Business in the character of a drive -

through, drive-in or open-front store

Property Address: 2909 Court Street

Current Zoning Classification: B-3, General Business District

Current Use: Mercantile

ANALYSIS AND DISCUSSION

Pursuant to Section 9-6C-3, (B) of the City Code, a business in the character of a drive-through, drive-in or open-front store is subject to the following conditions:

1. A setback of at least twenty-five feet (25') from the right-of-way line of any existing or proposed street must be maintained. ***The proposed open display areas for the rental trucks and 1 trailers is more than 25 feet from the nearest City right-of-way, therefore complies with this condition.***

2. Access points shall be located at least sixty feet (60') from the intersection of any two (2) streets. ***The proposed open display areas are far in excess of 60 feet from the intersection of any 2 streets, therefore they are in compliance with this condition.***

3. All lighting shall be shielded from adjacent residential districts. ***No residential districts are adjacent to the property at 2909 Court Street, therefore this condition would not apply to this request.***

4. A five foot (5') high, completely obscuring wall shall be provided when abutting or adjacent districts are zoned for R, RT, RM or OS-1 Districts. The height of the wall shall be measured from the surface of the ground. Said wall shall further meet the requirements of Chapter 10 of this Title, "General Zoning Provisions". ***Given that the property at 2909 Court Street does not abut an R, RT, RM or OS-1 District, this condition would not be applicable to this request.***

The proposed U-Haul use of the property at 2909 Court Street will revitalize the property that has been vacant and underutilized since the closure of the K-Mart store, and as pointed in the material submitted by the applicant, U-Haul will add to the commercial diversity within that district and will provide a valuable service to the community. Please refer to the attached written statement submitted by the applicant as to how the proposed use meets each of the required findings of fact standards for a Special Use at that location.

ACTION OF THE PLAN COMMISSION

Aaron Freeman, representing the U-Haul Company of Illinois, appeared before the Pekin Plan Commission and explained that the U-Haul Company has purchased the former K-Mart property at 2909 Court Street with the intention of revitalizing the currently vacant and underutilized commercial property. Mr. Freeman further explained that the improvements to the building at 2909 Court Street would include an area of the building being utilized for the retail sales of moving boxes and materials, bike rack and bikes, with the remainder of the building retrofitted for climate controlled storage, with the final component being the outdoor storage and display of rental trucks and trailers. Mr. Freeman concluded his statements by explaining that the U-Haul Company has a history of improving the appearance and utility of vacant and underutilized properties and stated that neighboring businesses have been very

supportive of the proposed U-Haul use of the property at 2909 Court street.

Upon consideration of the petition for Special Use authorization for open front storage of U-Haul rental trucks and trailers, the members of the found the open front storage use appropriate for the property at 2909 Court Street. Commissioner Don Hild asked the applicant if the U-Haul Company had any future plans to create outlots and have other commercial buildings constructed given the large size of the property. Mr. Freeman stated that the U-Haul Company would utilize the entire property and had no future plans to create outlots. By a unanimous vote, the members of the Pekin Plan Commission recommended approval of the request for Special Use Authorization for Open Front Storage of U-Haul rental trucks and trailers at 2909 Court Street.

FINANCIAL IMPACT: N/A

NEIGHBORHOOD CONCERNS: No neighborhood concerns were expressed in regard to the Special Use request for Open front storage at 2909 Court Street.

IMPACT IF APPROVED: A vacant and underutilized commercial building will be revitalized and improved, enhancing the appearance and profitability of the property. The availability of rental trucks and trailers provides a

IMPACT IF DENIED: The property at 2909 Court Street would remain vacant and underutilized and not constitute as a positive influence of that business district and the residents of the City would be denied the availability of rental trucks and trailers.

ALTERNATIVES: <Insert Alternatives>

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:

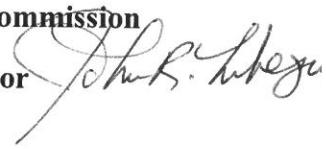
Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

MEMORANDUM

TO: Willian Craig, Chairman and Members of the City of Pekin Plan Commission
FROM: John R. Lebegue, Building Inspections / Development Director 
DATE: November 8, 2018
RE: Special Use Petition for Open Front Storage for Proposed U-Haul Use at 2909 Court Street

SUMMARY AND BACKGROUND OF SUBJECT MATTER

Amerco Real Estate Company has submitted a petition for a Special Use for Open Front Storage for the purpose of storing and displaying U-Haul rental trucks, trailers and other moving equipment in the designated areas of the parking lot. All display and storage area are detailed on the attached Conceptual Site Plan. The property at 2909 Court Street that is the subject of the Special Use petition was the former K-Mart store and the U-Haul company has plans to set up a three tiered business use of the property that will entail a retail use in a small portion of the store at the main entry, the exterior display and storage of rental moving vehicles and trailers and conversion of the interior of the former retail store to conditioned storage. Given that the retail sales component of the proposed U-Haul use constitutes a permitted retail use in the B-3, General Business District, the retail sales use has already been established at the property at 2909 Court Street.

PROPERTY INFORMATION

Relevant Zoning Code Section: Section 9-6C-3, (B): Business in the character of a drive - through, drive-in or open-front store

Property Address: 2909 Court Street

Current Zoning Classification: B-3, General Business District

Current Use: Mercantile

ANALYSIS AND DISCUSSION

Pursuant to Section 9-6C-3, (B) of the City Code, a business in the character of a drive-through, drive-in or open-front store is subject to the following conditions:

1. A setback of at least twenty-five feet (25') from the right-of-way line of any existing or proposed street must be maintained. *The proposed open display areas for the rental trucks and trailers is more than 25 feet from the nearest City right-of-way, therefore complies with this condition.*

2. Access points shall be located at least sixty feet (60') from the intersection of any two (2) streets. *The proposed open display areas are far in excess of 60 feet from the intersection of any 2 streets, therefore they are in compliance with this condition.*
3. All lighting shall be shielded from adjacent residential districts. *No residential districts are adjacent to the property at 2909 Court Street, therefore this condition would not apply to this request.*
4. A five foot (5') high, completely obscuring wall shall be provided when abutting or adjacent districts are zoned for R, RT, RM or OS-1 Districts. The height of the wall shall be measured from the surface of the ground. Said wall shall further meet the requirements of Chapter 10 of this Title, "General Zoning Provisions". *Given that the property at 2909 Court Street does not abut an R, RT, RM or OS-1 District, this condition would not be applicable to this request.*

The proposed U-Haul use of the property at 2909 Court Street will revitalize the property that has been vacant and underutilized since the closure of the K-Mart store, and as pointed in the material submitted by the applicant, U-Haul will add to the commercial diversity within that district and will provide a valuable service to the community. Please refer to the attached written statement submitted by the applicant as to how the proposed use meets each of the required findings of fact standards for a Special Use at that location.



Community. Opportunity. Home.

City of Pekin- Zoning and Inspections Department

111 S. Capitol Street, Pekin, Illinois 61554 – (309) 477-2315

SPECIAL USE APPLICATION

Address of Requested Special Use: 2909 Court St

Applicant Name: Amerco Real Estate Company

Address: 2727 N Central Ave 5N, Phoenix, AZ 85004

Phone #: (602)263-6555

E-Mail: Stephany_sheekey@uhaul.com

Owner Name: Same as Applicant

Address: Same as Applicant

Phone #: Same as Applicant

E-Mail: Same as Applicant

Attorney / Representative: N/A

Address: _____

Phone #: _____ Cell Phone #: _____

Phone #: _____ Cell Phone #: _____ E-Mail: _____

Property Information:

Lot Area: 8.54 AC Zoning District: B3 Present Use: Vacant

Use of Adjacent Property & Zoning:

North: B3 South: B3

East: B3 West: B3

Property Identification Number: 11-11-07-101-008

Legal Description: (Attach Separate Page)



City of Pekin- Zoning and Inspections Department
111 S. Capitol Street, Pekin, Illinois 61554 – (309) 477-2315

Brief Summary and Reason for Request: We are applying for a Special Use Permit to allow for U-Haul truck and trailer sharing.

No Special Use shall be recommended for approval by the Plan Commission unless there is a concurring vote of a majority of all members regarding findings of fact. Clearly explain how the requested Special Use meets each of the following findings of fact standards:

- 1.) The proposed Special use is consistent with the intent of the Comprehensive Plan.
- 2.) The establishment, Maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare.
- 3.) The Special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted nor substantially diminish property values within the neighborhood.
- 4.) The establishment of the Special Use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
- 5.) Adequate utilities, access roads, drainage or necessary facilities have been or will be provided.
- 6.) Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.
- 7.) The Special Use is necessary for public convenience at this location.

CERTIFICATION BY THE APPLICANT

I certify that all the information contained in this application form or any attachments, documents, or plans submitted herewith are true to the best of my knowledge and belief.

10/18/18

Applicant Signature

Date

CERTIFICATION BY PROPERTY OWNER

I certify that I am the owner of the property, which is the subject of this request. The applicant has received my approval to proceed with this request.

10/18/18

Owner Signature

Date



Community. Opportunity. Home.

City of Pekin- Zoning and Inspections Department

111 S. Capitol Street, Pekin, Illinois 61554 – (309) 477-2315

CHECKLIST OF REQUIRED SPECIAL USE ITEMS:

- ☒ One original completed Special Use application form with all required signatures.
- ☒ Payment of \$85.00 non-refundable filing fee. Checks should be made payable to "City of Pekin".
- ☒ One copy of a Site Plan of the proposed development showing:
- * A scale of not less than one inch equals fifty feet (1" = 50') if the subject property is less than three (3) acres and one inch equals one hundred feet (1" = 100') if three (3) acres or more.
 - * Date, north point and scale.
 - * The dimensions of all lot and property lines, showing the relationship of the subject property to abutting properties.
 - * The location of all existing and proposed structures on the subject property and all structures within one hundred feet (100') of the subject property.
 - * The location of all existing and proposed drives and parking areas.
 - * The location and right-of-way widths of all abutting streets and alleys.
 - * The names, addresses, and phone numbers of the architect, planner, designer, engineer or person responsible for the preparation of the site plan.
- ☒ Attachments such as landscape plan, photograph or renderings of existing and proposed site, building layouts or elevations, etc. are commended in order to provide accurate and sufficient information for review by the Development Review Committee and consideration by the Plan Commission.
- ☒ The applicant(s) or authorized agent must be present at the Planning Commission meeting to address any questions that may arise.

FOR OFFICE USE ONLY:

Filing Fee: \$85.00

Date Filed: 10/18/18

Publication Date: 10/25/18

Public Hearing Date: 11/14/18

City Council Action Date: 11/26/18

Approved: _____

Denied: _____

Ordinance #: _____

AMERCO[®]

REAL ESTATE COMPANY

2727 North Central Avenue, 5-N • Phoenix, Arizona 85004
 Phone: 602.263.6555 • Fax: 602.277.5824 • Email: stephany_sheekey@uhaul.com

Findings of Fact Standards

1.) The proposed Special Use is consistent with the intent of the Comprehensive Plan.

Our proposed use is consistent with the intent of the Comprehensive Plan as the B3 zoning district is designed to provide “diversified business types” within the area. U-Haul Moving and Storage is a one-stop shop for customer’s moving and storage needs. By allowing this use, U-Haul will be adding to the commercial diversity within this district.

2.) The establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare.

The establishment, maintenance, and operation of our requested Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare.

3.) The Special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted nor substantially diminish property values within the neighborhood.

By revitalizing this property, we will be raising the property values of all surrounding properties while also providing a good tax revenue for the city. This project will allow for new jobs within the community. By doing so, we will be strengthening the financial stability and economic welfare of the area.

4.) The establishment of the Special Use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

Our proposed use will not adversely affect the normal and orderly development and improvement of the surrounding properties as we are complimentary to existing commercial uses. Our use is quiet in nature and generates far less traffic than other commercial uses. On average, roughly 31 trips are made on a weekday and 53 trips on a weekend. These trips are typically made during the hours of 7 a.m. and 7 p.m. Nearby residential areas will benefit from our uses as we provide a valuable service to communities by offering residents the service of moving their household items. It is our

goal to work with the city to ensure our U-Haul store is characteristic of the surrounding properties.

5.) Adequate utilities, access roads, drainage or necessary facilities have been or will be provided.

All necessary utilities, access roads, drainage, and necessary facilities have already been established as the site is pre-existing.

6.) Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

As the site is pre-existing, ingress and egress have already been accounted for.

7.) The Special Use is necessary for public convenience at this location.

Our proposed use is necessary for public convenience at this location as self-storage and U-Haul truck and trailer share go hand-in-hand. It is important to U-Haul that we have every necessary service available to our customers, as they look to us to be a one-stop shop.

Pekin Daily Times: Please publish one time on the 25th day of October, 2018.

LEGAL NOTICE for PUBLIC HEARING

Notice is hereby given that a **PUBLIC HEARING** will be held For a Special Use Petition submitted by Amerco Real Estate Company for Open Front Storage of Uhaul rental trucks, trailers and equipment at a property located at 2909 Court Street with a Legal Description of Sec 7 T24N R4W Pekin Commercial Park Subd. Lot 2 (Exc. SE Tract)all Lots 3-4 & 5 NW ¼ 8.537 AC in Tazewell County, Illinois, with the following P.I.N.# 11-11-07-101-008.

Said **Public Hearing** of the above petition to be held at a regular Meeting of the **Pekin Planning Commission**, 111 South Capitol Street, City Hall, City of Pekin, Illinois, on the 14th day of **November, 2018**, at the hour of **5:30 P.M.**

All persons having an interest there in may appear to be heard.

Dated this 19th day of **October, 2018**.

John R. Lebegue
Building Inspections / Development Director
City of Pekin



Community. Opportunity. Home.

City of Pekin- Zoning and Inspections Department

111 S. Capitol Street, Pekin, Illinois 61554 – (309) 477-2315

Current Resident/Owner,

Notice is hereby given that a **PUBLIC HEARING** will be held For a Special Use Petition submitted by Amerco Real Estate Company for Open Front Storage of Uhaul rental trucks, trailers and equipment at a property located at 2909 Court Street with a Legal Description of Sec 7 T24N R4W Pekin Commercial Park Subd. Lot 2 (Exc. SE Tract) all Lots 3-4 & 5 NW ¼ 8.537 AC in Tazewell County, Illinois, with the following P.I.N.# 11-11-07-101-008.

Said review of the above petition to be held at a regular Meeting of the **Pekin Plan Commission**, 111 South Capitol Street, City Hall, City of Pekin, Illinois, on the **14th day of November, 2018**, at the hour of **5:30 P.M.**

All persons having an interest there in may appear to be heard.

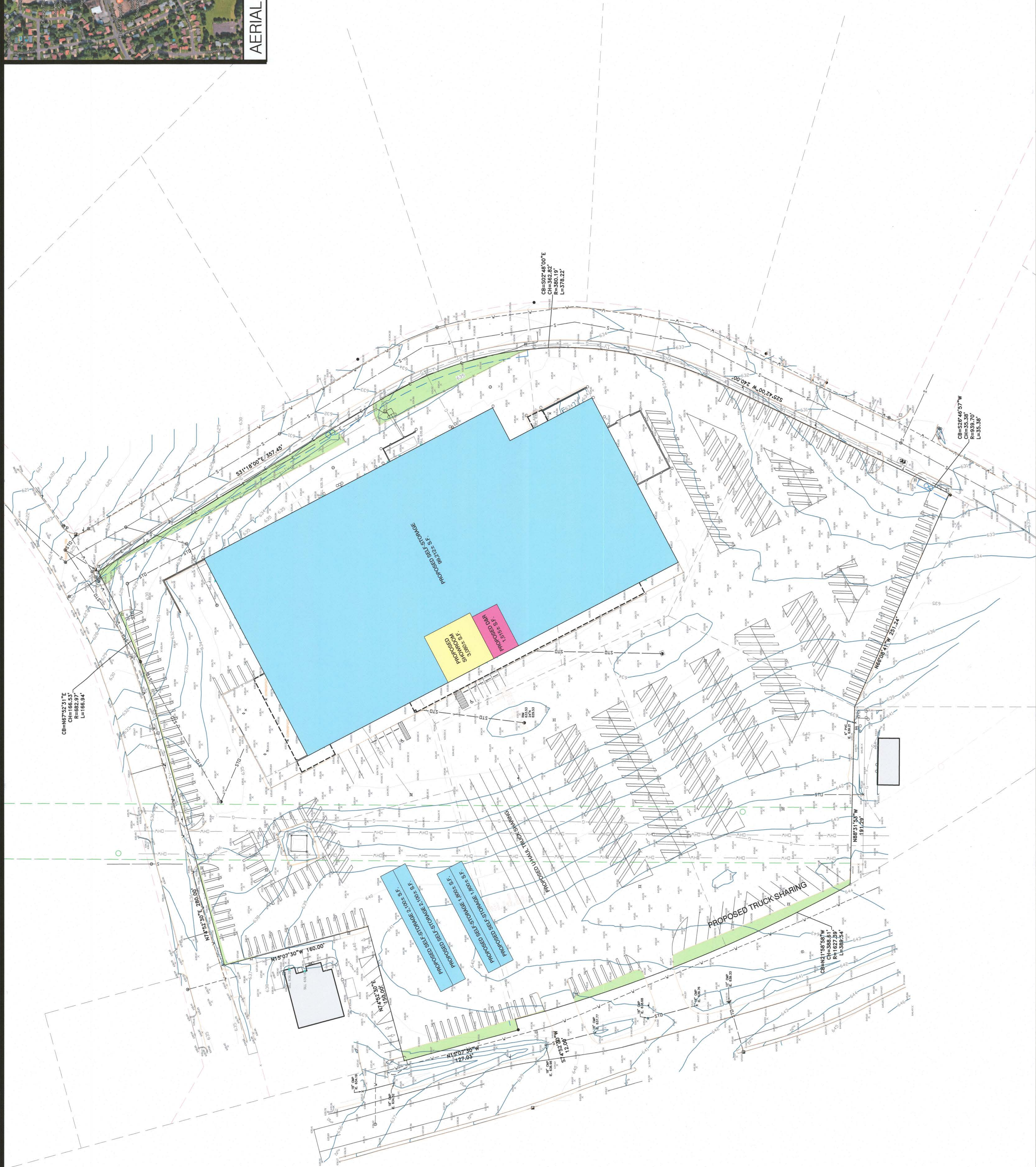
John R. Lebegue
Building Inspections / Development Director
City of Pekin

John R. Lebegue
Building Inspections / Development Director
jrlebegue@ci.pekin.il.us
Office: (309) 478-5370



AERIAL

N.T.S



PROPOSED SITE PLAN

SCALE: 1" = 50'



SHEET NOTES:

REVISIONS:

NO. DATE INITIALS NOTES

PROFESSIONAL SEAL:

ARCHITECT LOGO:

AMERCO

REAL ESTATE COMPANY

CONSTRUCTION DEPARTMENT

2727 NORTH CENTRAL AVENUE

PHOENIX, ARIZONA 85004

P: (602) 263-6502

SITE ADDRESS:

U-HAUL OF PEKIN

2909 COURT ST.

PEKIN, IL 61554

SHEET CONTENTS:

PROPOSED

SITE PLAN

760078

DRAWN: HRK

CHECKED: PB

DATE: 1/19/18

SP1

pekin10a.dwg

PRELIMINARY DOCUMENT
NOT FOR CONSTRUCTION ONLY

© 2018 AMERCO REAL ESTATE COMPANY



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: November 19, 2018

From: John Lebegue, Building & Inspections

AGENDA ITEM: Request for Special Use Authorization for Construction of a Solar Farm on Koch Street

AGENDA DATE REQUESTED: November 26, 2018

ACTION REQUESTED: Recommendation of the Pekin Plan Commission to the City of Pekin City Council to approve a request for a Special Use Authorization to construct and operate a solar farm use in the I-1, Industrial District on a vacant parcel of land located on Koch Street.

DESCRIPTION: Application #3: Consideration of a Special Use Petition submitted by Riverway Drive Solar, LLC to construct a solar farm use on a vacant parcel located on Koch Street in the I-1, Industrial District, with a Legal Description of Sec 10 T24N R5W w 1/2 (Exc. SLY 120 Ft. & WLY 25 Ft.) NE 1/4 of NW 1/4 17.99 AC in Tazewell County, IL, with a P.I.N. # of 10-10-10-100-047.

SUMMARY AND BACKGROUND OF SUBJECT MATTER

Riverway Drive Solar, LLC (The original applicant was Greenkey Solar, LLC, but the entity has been changed for the project to Riverway Drive Solar, LLC, which is a subsidiary of Greenkey) has submitted a petition for a Special Use for the construction and operation of a two megawatt solar farm use on a vacant, 15 acre parcel located on Koch Street, directly to the west of Kriegsman Transfer at 278 Koch Street. The subject property is located in the I-1, Light Industrial District and is owned by the Kriegsman Transfer Company and would be leased for the duration of the proposed solar farm use. The vacant parcel was selected for the proposed solar farm use based on the proximity to the nearby substation. Per the requirements of the City Code, a Legal Notice was published in the Pekin Daily times and all properties within 150 feet of the property at Koch Street were notified by registered mail of the Special Use petition for the proposed solar farm use.

PROPERTY INFORMATION

Relevant Zoning Code Section: Section 9-7A-3, Other uses of a similar character to the above uses

Property Address: Koch Street, between the developed properties at 278 Koch Street and 222 Koch Street.

Current Zoning Classification: I-1, Light Industrial District

Current Use: Vacant / Agricultural

Required Yard Setbacks for I-1, Light Industrial District:

Front: 30 Feet

Side: 10 Feet

Rear: 30 Feet

ANALYSIS AND DISCUSSION

No Special Use shall be recommended for approval by the Plan Commission unless there is a concurring vote of a majority of all members regarding findings of fact. Clearly explain how the requested Special Use meets each of the following findings of fact standards:

- 1.) The proposed Special use is consistent with the intent of the Comprehensive Plan.
- 2.) The establishment, Maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare.
- 3.) The Special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted nor substantially diminish property values within the neighborhood.
- 4.) The establishment of the Special Use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
- 5.) Adequate utilities, access roads, drainage or necessary facilities have been or will be provided.
- 6.) Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.
- 7.) The Special Use is necessary for public convenience at this location.

The applicant provided a very detailed explanation of how the proposed Special Use application to construct and operate a solar farm use on the vacant parcel and staff concurs with the findings of fact standards presented by the applicant. The proposed solar farm use is a very low impact industrial use that will generate little to no traffic to the area, will not involve the installation of permanent footings and foundations, as a solar array of this nature is installed with simple pile driving technology and allows for water to be absorbed by the soil under the arrays. Furthermore, the proposed arrays are setback in excess of the required yard setbacks for a use in the I-1, Light Industrial District, with a proposed front yard setback of 40 feet (30 foot front yard setback required), side yard setbacks of 20 feet at the east and west side yards (10 foot side yard setbacks required) and a rear yard setback of approximately 230 feet (30 foot rear yard setback required).

In the opinion of staff, given that the front yard of the proposed solar farm use faces a RM-2, Multiple Family Residential District, extensive screening landscaping should be provided along the entire width of the front to buffer and screen the view of the solar farm use from the

residentially zoned properties to the north. The screening material could be installed adjacent to the 7 foot, chain link fence that would be installed across the front of the property. To provide security and prevent unauthorized access to the site, a 7 foot, chain link fence will be installed around the entire perimeter of the site.

In addition to the detailed findings of fact standards, the applicant has submitted extensive additional materials to provide background information and evidence of how the proposed solar farm use complies with all other state and federal regulations governing the installation and operation of solar energy facilities.

In response to the application for the solar farm use on Koch Street and to have definitive standards for the construction and operation for any solar energy systems that may be constructed in the future, the City Council adopted Ordinance #2805-18/19 at its regular meeting of November 13, 2018. While the Ordinance #2805-18/19 would not apply to the Koch Street Special Use solar farm application, as that application was filed prior to the consideration and adoption of Ordinance #2805-18/19, the ordinance was provided to the Plan Commission as a point of information.

REVIEW AND RECOMMENDATION OF PLAN COMMISSION

John Strader and Victoria Green, representing Greenkey Solar, LLC, appeared before the Pekin Plan Commission and explained that the petition for Special Use is being sought to construct and operate a 2 megawatt solar farm on a currently vacant parcel located in the I-1, Light Industrial District on Koch Street. Mr. Strader further explained that the proposed solar farm would produce enough electricity for 450 households and would be a much more valuable use to the City than the current, agricultural use of the parcel on Koch Street. Regarding the distribution of power from the solar farm to neighboring residents, if neighboring residents would like to purchase electricity from the Riverway Solar project, they are able to do so, as Riverway Solar is open to having community members sign up as off-takers. What information needed from each household interested in purchasing electricity from Riverway Solar is 1) Their contact information 2) at least 1 month of a utility bill. Once Riverway Solar has this information they will analyze the resident's utility bill and be able to establish how much money Riverway Solar can save them on their electricity. The term (20 yrs, etc.) of the contract and all those details are still to be determined.

Mr. Strader concluded his comments by explaining the nature of the racking system that would be used to install the solar arrays and that the arrays would be pulled out and decommissioned after 25 to 30 years and that Riverway Solar would lease the property on Koch Street for a term of 20 years, with a 5 year extension possible.

During consideration of the Special Use request, the Pekin Plan Commission asked the applicant if they would be applying for the energy credits being offered by the State of Illinois and whether the proposed solar farm would be constructed if Riverway Solar was not successful in obtaining the energy credits. In response to the inquiry of the Plan Commission, Mr. Strader responded that Riverway Solar would be applying for the energy credits for the Koch Street location and that they were planning on constructing the facility even if they were

not successful in obtaining the energy credit.

Chairman Bill Craig expressed concern in regard to the weed control and decommissioning of the facility and asked the applicant if they had a problem complying with the decommissioning requirements of the City of Pekin's newly adopted Solar Energy System ordinance and compliance with the new ordinance on the whole. Mr. Strader explained that a decommissioning and landscaping plan would be submitted before a building permit is issued for construction of the solar farm and that Riverway Solar had no issue with complying with the requirements of the City of Pekin's Solar Energy System ordinance.

Upon consideration of the petition for Special Use authorization to construct and operate a solar farm, the members of the Pekin Plan Commission found that the proposed solar farm use met the required findings of fact for the granting of a Special Use and would be an appropriate use for the vacant industrial parcel on Koch Street. By a unanimous vote, the members of the Pekin Plan Commission recommended approval of the request of Riverway Solar, LLC for Special Use Authorization for the construction and operation of a two megawatt solar farm use on a vacant, 15 acre parcel located on Koch Street in the I-1, Light Industrial District, with the condition that Riverway Solar, LLC comply with the solar energy system requirements of Ordinance #2805-18/19, in the construction and operation of the solar farm use on Koch Street.

In response to concerns expressed by the Plan Commission in regard to decommissioning of the solar farm, weed control and compliance with other requirement of the recently adopted Ordinance #2805-18/19, the applicant has submitted additional materials to highlight their willingness to conform to all city requirements. The additional materials have been attached for review.

FINANCIAL IMPACT:

FINANCIAL IMPACT: Pursuant to the solar system permit fees included in Ordinance # 2805-18/19, significant building permit fees will be generated by the installation of solar farm on Koch street, which would enhance General Fund revenue. Furthermore, per State law, every megawatt of energy generated by a solar energy system is assigned a fair market value of \$218,000.00, therefore the two megawatt solar farm that is being proposed for installation on Koch Street would possess a fair market value of \$436,000.00 and property taxes generated by the solar energy system use would far exceed the property taxes currently being assessed to vacant land, which according to the Tazewell County Assessor's Office amounted to \$384.04.

NEIGHBORHOOD CONCERNS: Given that large scale solar energy system facilities constitute a Special Use, the City Council would also have the ability to establish conditions on the proposed solar energy use to greater protect and address neighborhood concerns.

NEIGHBORHOOD CONCERNS: No neighborhood concerns were expressed by any neighboring properties in regard to the proposed solar farm use. The proposed solar farm facility would be enclosed with a 7 to 8 foot fence to prevent unauthorized entry to the site and is setback a great distance from the multi-family residential zoning district to the north of the proposed facility.

IMPACT IF APPROVED: Approval of the request for a Special Use to construct and operate

a solar farm use on the vacant parcel of land in the I-1, Light Industrial District would have a positive impact on the City, as the solar farm use would constitute a more appropriate and best use of the vacant property and would lessen the reliance on fossil fuels for the generation of electrical power for City residents. The proposed solar farm use would generate significant greater property tax revenues and would be a low impact use that would not be disruptive to that mixed used neighborhood.

IMPACT IF DENIED: Denial of the request for a Special Use to construct and operate a solar farm use on the vacant parcel of land in the I-1, Light Industrial District, would result in the loss of an opportunity to reduce the reliance on fossil fuels for the generation of electrical energy for City residents and the property on Koch Street would remain vacant and underutilized as an agricultural use, which generates a minimal of property tax revenues and offers no real benefit to the City of Pekin.

ALTERNATIVES: <Insert Alternatives>

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:

Date:

MEMORANDUM

TO: Willian Craig, Chairman and Members of the City of Pekin Plan Commission

FROM: John R. Lebegue, Building Inspections / Development Director 

DATE: November 8, 2018

RE: Special Use Petition for Construction and Operation of a Solar Farm Use at a Vacant Parcel of Land on Koch Street in the I-1, Industrial District.

SUMMARY AND BACKGROUND OF SUBJECT MATTER

Riverway Drive Solar, LLC (The original applicant was Greenkey Solar, LLC, but the entity has been changed for the project to Riverway Drive Solar, LLC, which is a subsidiary of Greenkey) has submitted a petition for a Special Use for the construction and operation of a two megawatt solar farm use on a vacant, 15 acre parcel located on Koch Street, directly to the west of Kriegsman Transfer at 278 Koch Street. The subject property is located in the I-1, Light Industrial District and is owned by the Kriegsman Transfer Company and would be leased for the duration of the proposed solar farm use. The vacant parcel was selected for the proposed solar farm use based on the proximity to the nearby substation. Per the requirements of the City Code, a Legal Notice was published in the Pekin Daily times and all properties within 150 feet of the property at Koch Street were notified by registered mail of the Special Use petition for the proposed solar farm use.

PROPERTY INFORMATION

Relevant Zoning Code Section: Section 9-7A-3, Other uses of a similar character to the above uses

Property Address: Koch Street, between the developed properties at 278 Koch Street and 222 Koch Street.

Current Zoning Classification: I-1, Light Industrial District

Current Use: Vacant

Required Yard Setbacks for I-1, Light Industrial District:

Front: 30 Feet

Side: 10 Feet

Rear: 30 Feet

ANALYSIS AND DISCUSSION

No Special Use shall be recommended for approval by the Plan Commission unless there is a concurring vote of a majority of all members regarding findings of fact. Clearly explain how the requested Special Use meets each of the following findings of fact standards:

- 1.) The proposed Special use is consistent with the intent of the Comprehensive Plan.
- 2.) The establishment, Maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare.
- 3.) The Special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted nor substantially diminish property values within the neighborhood.
- 4.) The establishment of the Special Use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
- 5.) Adequate utilities, access roads, drainage or necessary facilities have been or will be provided.
- 6.) Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.
- 7.) The Special Use is necessary for public convenience at this location.

The applicant has provided a very detailed explanation of how the proposed Special Use application to construct and operate a solar farm use on the vacant parcel and staff finds the concurs with the findings of fact standards presented by the applicant. The proposed solar farm use is a very low impact industrial use that will generate little to no traffic to the area, will not involve the installation of permanent footings and foundations, as a solar array of this nature is installed with simple pile driving technology and allows for water to be absorbed by the soil under the arrays. Furthermore, the proposed arrays are setback in excess of the required yard setbacks for a use in the I-1, Light Industrial District, with a proposed front yard setback of 40 feet (30 foot front yard setback required), side yard setbacks of 20 feet at the east and west side yards (10 foot side yard setbacks required) and a rear yard setback of approximately 230 feet (30 foot rear yard setback required).

In the opinion of staff, given that the front yard of the proposed solar farm use faces a RM-2, Multiple Family Residential District, extensive screening landscaping should be provided along the entire width of the front to buffer and screen the view of the solar farm use from the residentially zoned properties to the north. The screening material could be installed adjacent to the 7 foot, chain link fence that would be installed across the front of the property. To provide security and prevent unauthorized access to the site, a 7 foot, chain link fence will be installed around the entire perimeter of the site.

In addition to the detailed findings of fact standards, the applicant has submitted extensive additional materials to provide background information and evidence of how the proposed solar farm use complies with all other state and federal regulations governing the installation and operation of solar energy facilities.

In response to the application for the solar farm use on Koch Street and to amend the City Code to add specific standards and regulations for all future solar energy systems, the City Council will be reviewing a Solar Energy System ordinance at the November 13, 2018 meeting of the City Council. While the draft ordinance would not apply to the Koch Street Special Use solar farm application, as that application was filed prior to the consideration and adoption of proposed Solar Energy System ordinance, it is being provided to the Plan Commission as a point of information.



GreenKey Solar
73 W Monroe St
Chicago, IL 60603

November 20, 2018

City of Pekin
111 South Capitol Street
Pekin, IL

Pekin City Council Member, City Staff and Community of Pekin:

This letter is intended to serve as a Cover Letter for the November 26th, 2018 City Council Meeting. Please find enclosed Exhibits that propose revisions to our original Special Use Permit Application for proposed solar development.

Because this ordinance was passed one day before our Zoning Board Hearing, we agreed to revise our application in efforts of maintaining compliance with the new Solar Ordinance. We ask that you review our notes and ask any questions you may have.

As discussed with the planner, there are items required per this ordinance that are not feasible to have finalized at this point in the entitlements and development process. Documents such as the decommissioning, weed mitigation, and other site-specific plans will be contingent on final site design and survey findings. A certified engineer will perform all cost estimates, and prior to Building Permit all of these plans will be finalized. All plans will be approved and reviewed with City of Pekin and remain in compliance with the new ordinance as well as State and National requirements for solar development.

Thank you in advanced for your time, and we look forward to gaining direction from your City's leaders on the necessary way to proceed with entitlements for proposed solar development.

Best,

Hunter Strader
President
GreenKey Solar

ORDINANCE NUMBER 2805-18/19

**AN ORDINANCE AMENDING TITLE 9, CHAPTER 11, OF
THE CITY CODE OF THE CITY OF PEKIN, ILLINOIS REGARDING
ADOPTION OF A SOLAR ENERGY SYSTEM ORDINANCE
FOR THE CITY OF PEKIN**

WHEREAS, the Mayor and City Council have determined the need for regulations governing the construction, installation, and operation of solar energy systems; and

WHEREAS, the Mayor and City Council have determined that it will serve and be in the best interests of the City to amend Title 9, Chapter 11 of the City Code of City of Pekin to provide regulations regarding solar energy systems.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS, that Title 9, Chapter 11 of the Pekin City Code is hereby amended by inserting a new Section 9-11-8 which shall be as follows:

9-11-8 SOLAR ENERGY SYSTEMS:

(A) Purpose: The purpose of this ordinance is to facilitate the construction, installation, and operation of Solar Energy Systems (SES) in the City of Pekin in a manner that promotes economic development and ensures the protection of health, safety, and welfare while also avoiding adverse impacts to important areas such as agricultural lands, endangered species habitats, conservation lands, and other sensitive lands. It is the intent of this ordinance to encourage the development of SESs that reduce reliance on foreign and out-of-state energy resources, bolster local economic development and job creation. This ordinance is not intended to abridge safety, health or environmental requirements contained in other applicable codes, standards, or ordinances. The provisions of this ordinance shall not be deemed to nullify any provisions of local, state or federal law.

(B) Definitions:

1. **BUILDING INTEGRATED PHOTOVOLTAIC SYSTEMS:** A solar energy system that consists of integrating photovoltaic modules into the building structure as the roof or façade and which does not alter the relief of the roof.
2. **COLLECTIVE SOLAR:** Solar installations owned collectively through subdivision homeowner associations, college student groups, or other similar arrangements.
3. **COMMERCIAL/LARGE SCALE SOLAR FARM:** A utility scale commercial facility that converts sunlight to electricity, whether by photovoltaics, concentrating solar thermal devices, or various experimental technologies for onsite or offsite use with the primary purpose of selling wholesale or retail generated electricity.

4. **COMMUNITY SOLAR GARDEN:** A community solar-electric (photovoltaic) array, of no more than 10 acres in size, that provides retail electric power (or financial proxy for retail power) to multiple households or businesses residing in or located off-site from the location of the solar energy system.
5. **GROUND MOUNT SOLAR ENERGY SYSTEM:** A solar energy system that is directly installed into the ground and is not attached or affixed to an existing structure.
6. **NET METERING:** A billing arrangement that allows solar customers to get credit for excess electricity that they generate and deliver back to the grid so that they only pay for their net electricity usage at the end of the month.
7. **PHOTOVOLTAIC SYSTEM:** A solar energy system that produces electricity by the use of semi-conductor devices called photovoltaic cells that generate electricity whenever light strikes them.
8. **QUALIFIED SOLAR INSTALLER:** A trained and qualified electrical professional who has the skills and knowledge related to the construction and operation of solar electrical equipment and installations and has received safety training on the hazards involved. A qualified solar installer must also be listed as a Certified Distributed Generation Installer with the Illinois Commerce Commission.
9. **ROOF MOUNT:** A solar energy system in which solar panels are mounted on top of a building roof as either a flush mounted system or as modules fixed to frames which can be tilted toward the south at an optimal angle.
10. **SOLAR ACCESS:** Unobstructed access to direct sunlight on a lot or building through the entire year, including access across adjacent parcel air rights, for the purpose of capturing direct sunlight to operate a solar energy system.
11. **SOLAR COLLECTOR:** A device, structure or part of a device or structure for which the primary purpose is to transform solar radiant energy into thermal, mechanical, chemical or electrical energy.
12. **SOLAR ENERGY:** Radiant energy received from the sun that can be collected in the form of heat or light by a solar collector.
13. **SOLAR ENERGY SYSTEM (SES):** The components and subsystems required to convert solar energy into electric or thermal energy suitable for use. The area of the system includes all the land inside the perimeter of the system, which extends to any fencing. The term applies, but is not limited to, solar photovoltaic systems, solar thermal systems and solar hot water systems.

14. **SOLAR STORAGE BATTERY/UNIT:** A component of a solar energy device that is used to store solar generated electricity or heat for later use.

15. **SOLAR THERMAL SYSTEMS:** Solar thermal systems directly heat water or other liquid using sunlight. The heated liquid is used for such purposes as space heating and cooling, domestic hot water and heating pool water.

(C) Permitted Ground Mount and Roof Mount SES: Ground Mount and Roof Mount SES shall be permitted by a building permit in all zoning districts where there is a principal use. A building permit application shall be submitted to the Building Inspections / Development Director, with a written plan and a drawing for the proposed Solar Energy System also submitted with the permit application. The drawing must show the location of the system on the building or on the property, (for ground-mount system show arrangement of panel), with all property lines and setbacks dimensions indicated on the drawing. Additional information shall be provided to demonstrate compliance with the following restrictions:

1. Height:

(a) Building or roof mounted solar energy systems shall not exceed the maximum allowed height for principal structures in any zoning district. N/A

(b) Ground or pole-mounted solar energy systems shall not exceed the maximum permitted height for an accessory structure when oriented at maximum tilt. 50' max height in I-1, this site is well within compliance for that regulation as the solar array should not exceed a height of 15' feet (conservatively) and is typically between 8' to 10' in height.

(c) Ground mounted solar energy systems may not be placed in the front yard. The proposed solar energy system is self-contained within a single parcel, adjacent to industrial and commercial uses. The array is not in front of or within a yard of another parcel.

2. Setbacks:

(a) Ground mounted solar energy systems shall meet the applicable setbacks for the zoning district in which the unit is located. In compliance with I-1 district, front setbacks 30-40 feet, and side setbacks can be measured at 20 feet.

(b) Ground mounted solar energy systems shall not extend beyond the side yard or rear yard setback when oriented at minimum design tilt. In compliance.

(c) In addition to building setbacks the collector surface and mounting devices for roof mounted systems shall not extend beyond the exterior perimeter of the building on which the systems is mounted or built, unless the collector or mounting system has been engineered to safely extend beyond the edge, and setback requirements are not violated. Exterior piping for solar

thermal systems shall be allowed to extend beyond the perimeter of the building on a side yard exposure. N/A.

3. Reflection Angles: **Reflection angles for solar collectors** shall be oriented such that they do not project glare onto adjacent properties. **Which way will reflection angles be oriented??**

<https://www.gaisma.com/en/info/help.html>

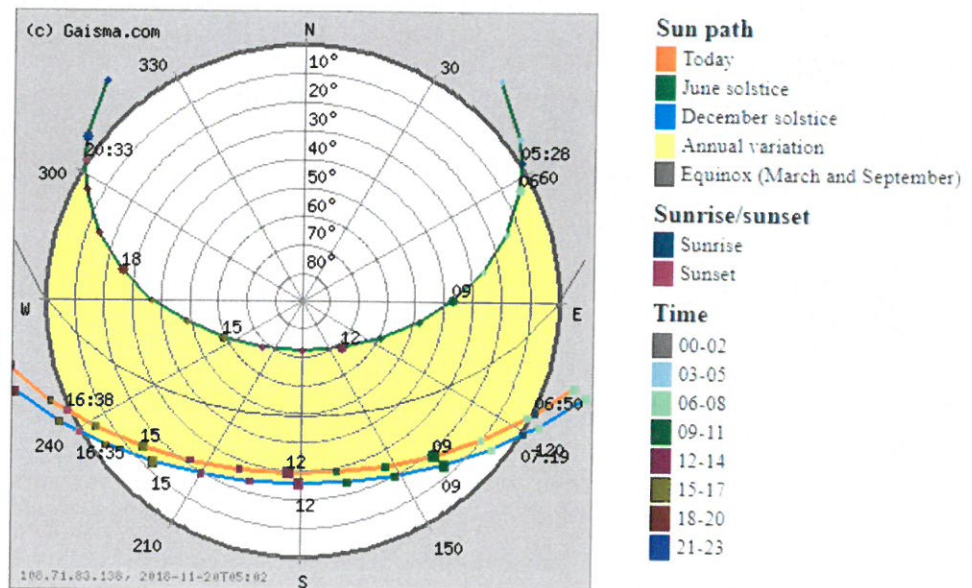
1. Glare is not a proposed issue at this site. Based on adjacent property owners and adjacent uses, glare will be unlikely to occur but if it did, it would not obstruct view or cause any safety concerns. See:

http://www.fsconline.com/downloads/Papers/2014%2011%20Solar_Glare.pdf

- a. "Glare is caused by reflected sunlight. The purpose of solar panels is to convert sunlight into electricity. By design, therefore, solar PV panels do not reflect substantial amounts of sunlight. Since sunlight will not produce electricity if reflected (Morelli, Pfaff), to the extent that sunlight is reflected, PV panels lose their capacity to generate electricity. In general, since the whole concept of efficient solar power is to absorb as much light as possible, while reflecting as little light as possible, standard solar panels produce less glare and reflection than does standard window glass. On a more technical level, solar panels use "high transmission, low iron glass" which absorbs more light, producing smaller amounts of glare and reflectance than normal glass does (Shields)."

2. <https://www.gaisma.com/en/info/help.html>

Pekin, Illinois, United States - Sun path diagram



a.

i. Graph illustrates:



3.

- a. If the solar array is fixed-tilt, no residential neighbor to the north would ever be impacted by glare because the panels would face south at ~30 degrees

4. Visibility: Solar energy systems shall be located in a manner to reasonably minimize view blockage for surrounding properties and shading of property to the North while still providing adequate solar access for collectors.

Adjacent properties are industrial and commercial in nature and include structures that well exceed the proposed height of the solar panels. Developments to the north of this site are separated by a road, thus eliminating any concern for shading of the property to the North. There will be little impact or view blockage from this proposed site.

5. Safety: (a) Roof or building mounted solar energy systems, excluding building integrated systems, shall allow for adequate roof access for firefighting purposes to the south facing or flat roof upon which the panels are mounted. N/A.

(b) Roof or building mounted solar energy systems shall meet the requirements of the City of Pekin City Code regarding building regulations. N/A.

(c) All solar energy system installations shall be performed by a qualified solar installer.

(d) Any connection to the public utility grid shall be inspected by the appropriate public utility. GreenKey is working with Ameren Utility provider and development will not proceed without a mutually executed Interconnection Agreement with Ameren. See exhibit C Interconnection Pre-Application (2018-07-10) as well as Exhibit E Interconnection Agreement Submittal (2018-11-01).

(e) All solar energy systems shall be maintained and kept in good working order. If it is determined that a solar energy system is not being maintained, kept in good working order, or is no longer being utilized to perform its intended use for 6 consecutive months, the property owner shall be given 30-day notice for removal or repair of the unit and all equipment. If the solar energy system is not removed or repaired within thirty (30) days, then a notice of violation and a notice to appear before the City Court as an ordinance violation.

An ongoing Operations and Maintenance Agreement will be signed, and remain in compliance through the entirety of the development through Dissolution of Site. Dissolution requirements set in place by state and local (City of Pekin) governments will be followed when drafting both the Dissolution and Operations and Maintenance Agreement documents. All financial assurances will be provided to ensure security and will be bonded as required by City of Pekin.

6. Approved Solar Components: Electric Solar energy system components shall have a UL listing or approved equivalent and solar hot water systems shall have an SRCC rating. Solar Components will all have a UL listing or approved equivalent.

7. Restrictions on Solar Energy Systems Limited: Consistent with 765 ILCS 165/1 et seq. no homeowner's agreement, covenant, common interest community or other contracts between multiple property owners within a subdivision of incorporated City of Pekin shall prohibit or restrict homeowners from installing solar energy systems. N/A.

8. Lighting for Solar Gardens / Farms: Any lighting for solar gardens / farms shall be installed for security and safety purposes only. Except for lightening that is required by the FCC or FAA, all lighting shall be shielded so that no glare extends substantially beyond the boundaries of the facility.

No lighting has been proposed for this development.

(D) Community Solar Gardens (SES). Development of Community Solar Gardens is permitted by Special Use as a principal use in all zoning districts subject to the following requirements:

1. Rooftop Gardens Permitted: Rooftop gardens are a Special Use in all zoning districts where buildings are permitted. N/A.

2. Ground Mount Gardens: Ground mount community solar energy systems must be less than ten (10) acres in total size, and require a Special Use in all districts. Ground-mount solar developments covering more than ten (10) acres shall be considered a solar farm.

This site is considered a Commercial/Large Scale Solar Farm in context of this code and proposed development.

3. Interconnection: An interconnection agreement must be completed with the electric utility in whose service the territory the system is located.

Coordination with Ameren is ongoing, and this agreement will remain highest priority. Please see Exhibit E.

4. Dimensional Standards: All solar garden related structures in newly platted and existing platted subdivisions shall comply with the applicable setback, height, and coverage limitations for the district in which the system is located. N/A

5. Other Standards:

(a) Ground Mount Systems shall comply with all required standards for structures in the district in which the system is located.

All requirements have been complied with per the existing I-1 Light Industrial Zone Code (see previously submitted package).

(b) All solar gardens shall comply with all City Code procedures regarding Special Use permits. All requirements have been complied with (see previously submitted package).

(c) All solar gardens shall also comply with all other State and Local requirements.

State and Local requirements will be complied with (see previously submitted package)

(E) Commercial/Large Scale Solar Farm (SES): Ground Mount solar energy systems that are the primary use of the lot, designed for providing energy to off-site uses or export to the wholesale market require a Special Use, and shall be permitted with such Special Use only in the I-1 and I-2 Industrial Districts. In compliance, The following information shall also be submitted as part of the application and/or the following restrictions shall apply:

1. A Site Plan with existing conditions showing the following:

(a) Existing property lines and property lines extending one hundred feet from the exterior boundaries including the names of adjacent property owners and the current use of those properties. In compliance, see revised site plan.

(b) Existing public and private roads, showing widths of the road and any associated easements. In compliance, see revised site plan.

(c) Location and size of any abandoned wells or sewage treatment systems. No known abandoned wells or sewage treatment systems.

(d) Existing buildings and impervious surfaces. N/A – no existing structures on site. Impervious surface will be minimal and limited to the access road and area where racking system is integrated into. See revised site plan for details, and estimated draft impervious surface disturbance measurements.

(e) A contour map showing topography at two (2) foot intervals. A contour map of surrounding properties may also be required. In compliance, see revised site plan.

(f) Existing vegetation (list type and percent of coverage: i.e. cropland/plowed fields, grassland, wooded areas, etc.). Existing vegetation is cropland/plowed fields. See revised site plan.

(g) Any delineated wetland boundaries. N/A

(h) A copy of the current FEMA FIRM maps that shows the subject property including the one-hundred-year floor elevation and any regulated flood protection elevation, if available. This site is designated an Area of Minimal Flooding Hazard per the Federal Emergency Management Agency. See Exhibit F for a detailed map.

(i) Surface water drainage patterns. While the site is generally flat, the drainage pattern generally runs from the higher point on the site (northwest corner) towards the south east, see notes on revised site plan. Topography has been incorporated on the site plan accordingly.

(j) The location of any subsurface drainage tiles. N/A

2. A Site Plan of proposed conditions showing the following:

(a) Location and spacing of the solar panels. In compliance.

(b) Location of access roads. In compliance.

(c) Location of underground or overhead electric lines connecting the solar farm to a building, substation or other electric load. Overhead electric lines have been labeled on the revised site plan.

(d) New electrical equipment other than at the existing building or substation that is to be the connection point for the solar farm. Please note transformer locations per one-line draft document (included with site plan draft drawing set)

3. Fencing and Weed/Grass Control:

(a) To promote and maintain the absorption of stormwater, a pervious softscape shall be installed under and around the solar array.

Proposed softscape noted (maintained grass).

(b) The applicant shall submit an acceptable weed/grass control plan for property inside and outside the fenced area for the entire property. The Operating Company or Successor during the operation of the Solar Farm shall adhere to the weed/grass control plan.

Draft Weed Control Plan included as Exhibit G, draft plan will be revised in high detail based on final construction plans, costs, and estimates.

(c) Perimeter fencing having a maximum height of eight (8) feet shall be installed around the boundary of the solar farm. The fence shall contain appropriate warning signage that is posted such that it is clearly visible on the site.

Existing fence is proposed 6' in height. Warning and safety signs are required per state code and will be included as part of the final construction and design drawings.

(d) The applicant shall maintain the fence and adhere to the weed/grass control plan. If the Operating Company does not adhere to the proposed plan a fine of \$500 per week will be assessed until the Operating Company or Successor complies with the weed/grass control and fencing requirements.

Riverway Dr Solar, LLC will maintain the fence and adhere to the weed/grass control plan.

4. Manufactures Specifications: The manufacturer's specifications and recommended installation methods for all major equipment, including solar panels, mounting systems and foundations for poles and racks.

This information has been included with the initial site plan package.

5. Connection and Interconnection:

(a) A description of the method of connecting the SOLAR array to a building or substation.

Please see One-Line drawing, included with revised site plan drawing.

(b) Utility interconnection details and a copy of written notification to the utility company requesting the proposed interconnection. Interconnection Agreement document attached, see Exhibit E.

6. Setbacks: Commercial/Large Scale Solar Farm (SES) ground mounted solar energy systems shall meet the applicable setbacks for the zoning district in which the unit is located. In compliance with I-1 setback requirements.

7. Aviation Protection: For solar energy systems located within five hundred (500) feet of an airport or within approach zones of an airport, the applicant shall complete and provide the results of the Solar Glaze Hazard Analysis Tool (SGHAT) for the Airport Traffic Control Tower cab and final approach paths, consistent with the Interim Policy, FAA Review of Solar Energy Projects on Federal Obligated Airports, or most recent version adopted by the FAA. N/A.

8. Fire Protection: A fire protection plan for the construction and the operation of the facility, and emergency access to the site.

Revised Fire Protection plan will be revised and submitted as part of Building Permit submittal. This plan will be eligible for drafting once final construction and design drawings have been completed. See Exhibit H.

9. Endangered Species and Wetlands: Solar Farm developers shall be required to initiate a natural resource review consultation with the Illinois Department of Natural Resources (IDNR) through the Department's online EcoCat Program. Areas reviewed through this process will be endangered species and wetlands. The cost of the EcoCat consultation shall be borne by the developer. EcoCat report provided, see Exhibit D.

10. Road Use Agreements: All routes on City Roads that will be used for the construction and maintenance purposes shall be identified on the site plan. All routes for either egress or ingress need to be shown. The routing shall be approved subject to the approval of the City of Pekin. The Solar Farm Developer shall complete and provide a preconstruction baseline survey to determine existing road conditions for assessing potential future damage due to development related traffic. The development shall provide a road repair plan to ameliorate any and all damage, installation or replacement of roads that might be required by the City or the Developer. The developer shall provide a letter of credit or surety bond in an amount and form approved by City officials when warranted. Koch St is not a State Highway. Because Koch St is a City Road, all routes for egress and ingress have been displayed on revised site plan. Upon commissioning of preconstruction baseline survey existing road conditions will be displayed and assessed for potential future damage due to development related traffic. At this point, our team will provide a road repair plan. A letter of credit or surety bond will be provided in the amount and form approved by City of Pekin officials.

11. Decommissioning of the Solar Farm: The Developer shall provide a decommissioning plan for the anticipated service life of the facility or in the event the facility is abandoned or had reached its life expectancy. If the solar farm is out of service or not producing electrical energy for a period of twelve (12) months, it will be deemed nonoperational and decommissioning and removal of that facility will need to commence according to the decommissioning plan as provided and approved. A cost estimate for the decommissioning of the facility shall be prepared by a professional engineer or contractor who has expertise in the removal of the solar farm. The decommissioning cost estimate shall explicitly detail the cost before considering any projected salvage value of the out of service solar farm. The decommissioning cost shall be made by a cash, surety bond or irrevocable letter of credit before construction commences. Further a restoration plan shall be provided for the site with the application. The decommissioning plan shall have the following provided:

Draft decommissioning plan included as Exhibit I. Please note this document will be finalized upon completion of due diligence and engineering design documents prior to obtaining building permit and final approvals from the City of Pekin. It is not feasible to accurately complete this plan until the drawings have been finalized, and survey drawings have been procured.

(a) Removal of the following within six (6) months: **Noted, these items will be included in final Decommissioning plan, see Exhibit I.**

(1) All solar collectors and components, aboveground improvements and outside storage.

(2) Foundations, pads and underground electrical wires and reclaim site to a depth of four (4) feet below the surface of the ground.

(3) Hazardous material from the property and dispose in accordance with Federal and State law.

(b) The decommissioning plan shall also recite an agreement between the applicant and the City that:

(1) The financial resources for decommissioning shall be in the form of a Surety Bond, or shall be deposited in an escrow account with an escrow agent acceptable to the Building Inspections / Development Director.

(2) A written escrow agreement will be prepared, establishing upon what conditions the funds will be disbursed.

(3) The City shall have access to the escrow account funds for the expressed purpose of completing decommissioning if decommissioning is not completed by the applicant within six (6) months of the end of project life or facility abandonment.

(4) The City is granted the right of entry onto the site, pursuant to reasonable notice, to effect or complete decommissioning.

(5) The City is granted the right to seek injunctive relief to effect or complete decommissioning, as well as the City's right to seek reimbursement from applicant or applicant successor for decommissioning costs in excess of the amount deposited in escrow and to file a lien against any real estate owned by applicant or applicant's successor, or in which they have an interest, for the amount of the excess, and to take all steps allowed by law to enforce said lien.

(F) Compliance with Building Code. All solar energy systems shall comply with the ordinances of the City of Pekin, as well as all Federal and State requirements.

(G) Liability Insurance: The owner operator of the solar farm shall maintain a current general liability policy covering bodily injury and property damage and name the City of Pekin as an additional insured with limits of at least two million dollars (\$2,000,000.00) per occurrence and five million (\$5,000,000.00) in the aggregate with a deductible of no more than five thousand dollars (\$5,000.00).

H) Administration and Enforcement: The Building Inspections / Development Director shall enforce the provisions of this section through an inspection of the solar farm every year. The Building Inspections / Development Director is hereby granted the power and authority to enter upon the premises of the solar farm at any time by coordinating a reasonable time with the operator/owner of the facility. Any person, firm or cooperation who violates, disobeys, omits, neglects, refuses to comply with, or resists enforcement of any of the provisions of this section may face fines of not less than twenty-five dollars (\$25.00) nor more than seven hundred fifty dollars (\$750.00) for each offense.

I) Fees charged for Building Permits: The fees for processing the applications for building permits for Solar Energy systems shall be collected by the Building Inspections / Development Director who shall be accountable to the City for such fees as follows:

0-10 kilowatts (kW) \$200.00
 11-50 kilowatts (kW) \$350.00
 51-100 kilowatts (kW) \$500.00
 101-500 kilowatts (kW) \$1,000.00
 501-1000kilowatts (kW) \$3,000.00
 1001-2000 kilowatts (kW) \$5,000.00
 Over 2000 kilowatts (kW) \$5,000.00 + \$100.00 per 100 kW

BE IT FURTHER ORDAINED that all other parts of the Code of the City of Pekin 1995 as amended except as modified herein are hereby reaffirmed and ratified and are in full force and effect.

BE IT FURTHER ORDAINED that all Ordinances or parts of ordinances in conflict herewith are hereby repealed.

BE IT FURTHER ORDAINED that this Ordinance shall be in full force and effect upon its passage, approval and publication as required by law on

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this _____ day of _____, 2018; and upon roll call the vote was as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED this _____ day of _____, 2018.

ATTEST:

MAYOR

CITY CLERK



Riverway Dr Solar, LLC
COMMERCIAL/LARGE SCALE SOLAR FARM
Decommissioning PLAN (DRAFT)

NOVEMBER 20, 2018

Special Use Permit – Addendum to Submittal
City of Pekin

Prepared by GreenKey Solar, LLC

<i>Overview</i>	<i>3</i>
<i>Plan Overview</i>	<i>4</i>
<i>Decommissioning Plan – City of Pekin Requirements</i>	<i>4</i>
<i>Cost Estimate for Decommissioning of Facility</i>	<i>5</i>
<i>Restoration Plan</i>	<i>6</i>
<i>Equipment Dismantling and Removal</i>	<i>6</i>
<i>Above Ground Structure Decommissioning</i>	<i>6</i>
<i>Infrastructure/Interconnection Decommissioning</i>	<i>7</i>
<i>Management of Excess Materials and Waste</i>	<i>7</i>
<i>Notification Requirements</i>	<i>7</i>

OVERVIEW

Riverway Dr Solar, LLC is proposing a project located south of the City of Pekin, south of Koch St and approximately .20 miles from IL-29. The purpose of the project is to construct a solar facility on approximately 15 acres portion of the subject tract (10-10-10-100-047). This Decommissioning Plan has been prepared under the requirements of the state of Illinois, and the governing jurisdiction, City of Pekin.

While properly maintained solar panels have a life expectancy of thirty (30) years, with an additional twenty (20) year life span based on updated equipment and maintenance, this development could be in commission for fifty (50) years. However, the lease term for this proposed development will consist of twenty (20) years with options to extend up to forty (40) years.

The following best management practices will be implemented on an as needed basis per the development and construction of this proposed commercial/large scale solar farm.

PLAN OVERVIEW

This report will detail an overview of activities during the decommissioning phase of Riverway Dr Solar, LLC. This plan will also include information on the restoration of land after the systems have been removed.

Decommissioning will include removal of all metal fixtures, systems, and the fence surrounding the perimeter of the array. The decommissioning process will be kicked-off at the termination of the lease agreement with the landowners. The lease may be terminated upon completion of the project's life in terms of the power and purchase agreement with Ameren, or any power purchaser.

Riverway Dr Solar, LLC agrees to meet with all landowners prior to lease expiration date to confirm all obligations and requirements of the Decommissioning Plan can be met. All racking systems, steel fixture pieces, and piles will be removed from the land otherwise restoring the property to the original condition within six (6) months of initiation of the Decommissioning Plan and process.

DECOMMISSIONING PLAN – CITY OF PEKIN REQUIREMENTS

Please note, these requirements were taken directly from the approved Ordinance Number 2805-18/19.

The final Decommissioning Plan for Riverway Dr Solar, LLC will be finalized upon completion of as-built survey information, final engineering designs, and other entitlement processes. However, per Ordinance Number 2805-18/19 all requirements and expectations listed out for Decommissioning plan will be complied with.

Decommissioning of the Solar Farm: Riverway Dr Solar, LLC will provide a decommissioning plan for the anticipated service life of the facility or in the event the facility is abandoned or had reached its life expectancy.

It is understood that if the solar farm is out of service or not producing electrical energy for a period of twelve (12) months, it will be deemed nonoperational and decommissioning and removal of that facility will need to commence according to the decommissioning plan as provided and approved.

The decommissioning plan will include the following:

1. Removal of the following within six (6) months:
 - a. All solar collectors and components, aboveground improvements and outside storage.
 - b. Foundations, pads and underground electrical wires and reclaim site to a depth of four (4) feet below the surface of the ground.
 - c. Hazardous material from the property and dispose in accordance with Federal and State law.

- d. The decommissioning plan shall also recite an agreement between the applicant and the City that:
- e. The financial resources for decommissioning shall be in the form of a Surety Bond, or shall be deposited in an escrow account with an escrow agent acceptable to the Building Inspections / Development Director.
- f. A written escrow agreement will be prepared, establishing upon what conditions the funds will be disbursed.

Please note the City will be granted the right of entry onto the site, pursuant to reasonable notice, to effect or complete decommissioning.

Please note the City will be granted the right to seek injunctive relief to effect or complete decommissioning, as well as the City's right to seek reimbursement from applicant or applicant successor for decommissioning costs in excess of the amount deposited in escrow and to file a lien against any real estate owned by applicant or applicant's successor, or in which they have an interest, for the amount of the excess, and to take all steps allowed by law to enforce said lien.

COST ESTIMATE FOR DECOMMISSIONING OF FACILITY

A cost estimate for the decommissioning of the facility will be prepared by a professional engineer or contractor who has expertise in the removal of the solar farm. The decommissioning cost estimate will explicitly detail the cost before considering any projected salvage value of the out of service solar farm. The decommissioning cost will be made by a cash, surety bond or irrevocable letter of credit before construction commences. Further a restoration plan shall be provided for the site with the application.

The City will have access to the escrow account funds for the expressed purpose of completing decommissioning if decommissioning is not completed by the applicant within six (6) months of the end of project life or facility abandonment.

Additionally, all materials (steel, etc.) that are remaining after decommissioning will be salvaged if possible. Generally, there is an average yearly scrap price on the value of used solar panels, and may yield a field removal credit.

RESTORATION PLAN

A restoration plan will be provided with the Decommissioning Plan in order to revert the site back to it's original condition and status.

EQUIPMENT DISMANTLING AND REMOVAL

A dismantling and removal plan will be drafted by the contractor hired to do the initial construction of the site. This plan will be developed and based off of the final approved design documents including final fixtures, racking system, and other facility components.

ABOVE GROUND STRUCTURE DECOMMISSIONING

This portion of the plan will detail any required dirt work, and other land rehabilitation that will be necessary for the integrity of the rehabilitation process after decommissioning has been commenced.

In the event that the project requires decommissioning, the following sequence for the removal of the components will be:

PV SITES:

- Disconnection of facility from the utility grid
- Disconnection of all above ground wirings and cables
- Removal of any concrete (if any)
- Removal of PV modules and steel systems
- Removal of any waste
- Removal of perimeter fence
- Disconnection and removal of inverters and transformers

ACCESS ROAD:

- Coordination with landowner to determine if road will be left in place for their continued use
- If road is deemed unnecessary, removal of access road will occur
- Original point of access restored
- Road restored with native soils and seeding

INFRASTRUCTURE/INTERCONNECTION DECOMMISSIONING

This portion of the plan will be coordinated with the utility provider, Ameren to ensure no disruption in service to adjacent customers or landowners. National, state and local electrical safety precautions will be met during this portion of the process and all interconnection points will be vacated.

This will include disconnection of all underground cables and transmission lines. Any below grade infrastructure that has been put in place will be dug up and removed.

MANAGEMENT OF EXCESS MATERIALS AND WASTE

This portion of the plan will confirm the requirement to remove all steel, and fixture materials. Should any waste or disruption occur from the decommissioning process, this portion of the plan will detail out all remediation plans and efforts for mitigation.

NOTIFICATION REQUIREMENTS

Riverway Dr Solar, LLC will properly notify the City of Pekin as to the commencement date of the decommissioning processes. Should public notice be required, or any other notice, the developer will comply accordingly. The process for notification of decommissioning activities will be the same as the process for notification of construction activities.



Community. Opportunity. Home.

City of Pekin- Zoning and Inspections Department

111 S. Capitol Street, Pekin, Illinois 61554 - (309) 477-2315

SPECIAL USE APPLICATION**Address of Requested Special Use:** 278 Koch St. Pekin, IL 61554**Applicant Name:** Riverway Drive Solar, LLC**Address:** 73 W Monroe St Chicago, IL 60603**Phone #:** 719-200-8105 **Cell Phone #:** 336-706-2043 **E-Mail:** tori@greenkeysolar.com**Owner Name:** Kriegsman Transfer Co. (attn. Richard Kriegsman)**Address:** 278 Koch St. Pekin, IL 61554**Phone #:** **Cell Phone #:** **E-Mail:** rkriegsman@kmi-kriegsman.c**Attorney / Representative:** -**Address:** -**Phone #:** -**Cell Phone #:** -**Phone #:** -**Cell Phone #:** -**E-Mail:** -**Property Information:****Lot Area:** +/- 15 acres **Zoning District:** I-1 (Light Industrial) **Present Use:** Commercial Business/Ag**Use of Adjacent Property & Zoning:****North:** Residential (RM-2)**South:** Various Commercial/ Industrial (PUD)**East:** Pekin Park District (I-1)**West:** Commercial/Retail (PUD/I-1)**Property Identification Number:** 10-10-10-100-047**Legal Description:** (Attach Separate Page)



ILLINOIS
Community. Opportunity. Home.

City of Pekin- Zoning and Inspections Department

111 S. Capitol Street, Pekin, Illinois 61554 - (309) 477-2315

Brief Summary and Reason for Request: Special Use Permit request to allow for entitlement, development and operation of a Solar Energy System (community solar developer)

No Special Use shall be recommended for approval by the Plan Commission unless there is a concurring vote of a majority of all members regarding findings of fact. Clearly explain how the requested Special Use meets each of the following findings of fact standards:

- 1.) The proposed Special use is consistent with the intent of the Comprehensive Plan.
- 2.) The establishment, Maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare.
- 3.) The Special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted nor substantially diminish property values within the neighborhood.
- 4.) The establishment of the Special Use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
- 5.) Adequate utilities, access roads, drainage or necessary facilities have been or will be provided.
- 6.) Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.
- 7.) The Special Use is necessary for public convenience at this location.

CERTIFICATION BY THE APPLICANT

I certify that all the information contained in this application form or any attachments, documents, or plans submitted herewith are true to the best of my knowledge and belief.



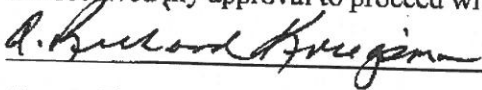
Applicant Signature

8/24/2018

Date

CERTIFICATION BY PROPERTY OWNER

I certify that I am the owner of the property, which is the subject of this request. The applicant has received my approval to proceed with this request.



Owner Signature

8/27/18

Date



Riverway Dr Solar, LLC

COMMUNITY SOLAR FACILITY PROPOSED DEVELOPMENT

September 20, 2018

Special Use Permit - Application Submittal
City of Pekin

Prepared by GreenKey Solar, LLC



Table of Contents

1	CITY OF PEKIN SPECIAL USE PERMIT APPLICATION.....	3
2	GREENKEY SOLAR, LLC.....	9
2.1	GreenKey Solar, LLC - Background	10
3	SOLAR ENERGY.....	11
3.1	Why Solar?.....	11
3.2	Proposed Development.....	11
4	PROJECT DETAILS & DESCRIPTION	12
4.1	City of Pekin.....	12
4.2	Parcel Information.....	12
4.3	Equipment Specifications & Information.....	12
4.4	Access to Proposed Development.....	13
4.5	Construction Information	13
5	PROJECT IMPACT	13
5.1	Safety of solar development.....	13
5.2	Agency coordination	13
6	EXHIBITS.....	14
6.1	Exhibit A: Special Use Permit Application Form (Fully Executed).....	14
6.2	Exhibit B: Site Plan.....	14
6.3	Exhibit C: Interconnection Pre-Application Report (2018-07-9).....	14
6.4	Exhibit D: Eco-Cat Compliance Submittal (2018-07-17).....	14



1 City of Pekin Special Use Permit Application

1.1.1 Special Use Permit Approval Criteria (page 2, Special Use Permit Application)

Standards Applicable to Special Uses – Clear explanation of how the requested Special Use meets each of the following findings of fact standards:

The proposed Special use is consistent with the intent of the Comprehensive Plan.

This site has been classified as "Industrial" per the Exhibit B Land Use Plan (November 2009). The study notes that "land use classification acknowledges the location and smaller size of the designated parcels would make many industrial uses impractical." ¹ The study goes on to note, "reinvestment in and expansion of facilities. . .should be encouraged on these properties." The site location is next to an existing industrial/commercial use that is currently run by the landowning family. The adjacent nature, and ownership structure makes the site an unlikely candidate for future industrial development. Additionally, although a solar array would not generate any full-time employment opportunities (rather local contract work for Operations and Maintenance), it is crucial to note the Kriegsmann Transfer Company has been a long-term employer of local employees for decades in the City of Pekin.

To further support the Comprehensive Plan's potential future desires for the City of Pekin, development of a solar array will essentially preserve the lot for desired future use and redevelopment. As the City and economy changes over time, the solar array will produce energy for the community but, at term of contract, the site will be suitable for redevelopment in any capacity. The array will be dissolved per State and local regulation, and the landowner will have freedom to pursue desired development at that time.

When a solar array is developed, a foundation is not poured nor are any facilities for infrastructure put in place. To summarize, when a solar site meets end of the term of the proposed contract, the racking systems will be removed and the land will remain largely unchanged. Unlike a commercial or residential facility that would leave massive foundation and dirt unearthing after construction, a solar array is installed with the simple pile driving technology. Posts are aligned and driven into the ground, allowing for water and other natural bodies to remain unchanged as they pass through the site. The low impact nature of building a solar array allows for many future opportunities at

¹ http://www.ci.pekin.il.us/document_center/government/administration/260-CompPlanAmend.pdf (pg. 6)



this site and therefore directly complies with the City of Pekin Comprehensive Plan.

Additionally, GreenKey is continuing to work hand-in-hand with landowners to work towards using a portion of this array to serve the existing facility. In the Comprehensive plan, emphasis is focused on expansion of existing developments, and this proposed development is directly in line with this same sentiment, expanding existing owner's ability to lease their land for purposes of power production.

That the establishment, maintenance or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare.

The establishment of the solar array will follow all required local and national building codes and safety standards as to ensure maintaining public health standards for construction workers and community members alike. The maintenance and operation of the array is required and performed on an annual basis. This work will be contracted out to a local or regional, qualified professional. The professionals accomplishing these tasks will be educated and held to all applicable safety standards. No endangerment to the public will occur from the low impact solar use due to inability to access the site. Solar arrays do not produce any active safety threats. A weed and grass management plan will be approved and remain in place to provide a well maintained and visually appealing neighbor to the community and adjacent property owners.

All setbacks and buffer requirements will be strictly followed. Additionally, maintenance and operation of the facility is non-intrusive. The site is monitored remotely and repairs are infrequent with consistent annual routine site checks one to two times a year. Access to the site will be limited and pre-determined by a contractual agreement. Routine maintenance will provide continued safe operation of the array, and ensure all parts and pieces are working as designed. Neither human nor animal neighbors are in any danger from the solar array. The establishment of a chain link fence further ensures all safety measures are followed and only authorized personnel are entering the site at any given time.



That the Special Use shall not be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted nor substantially diminish property values within the neighborhood.

The immediate neighbors will be minimally impacted and remain able to enjoy their use and enjoyment of their property with the proposed solar development. The selected solar panel modules are designed to be low profile, black in color, quiet and simple in order to be effective at capturing the sun's energy. They are lower profile than a single-story building, and are monochromatic. Neighbors will find that this use not only maintains the integrity of the land, but that upon decommissioning of the site, the land will be returned to its original state. Minor sound comes from the inverters; however, the impact is minimal at best and not continuous. Under normal operating conditions, from three feet away the sounds from the inverter are the equivalent decibels to a conversation. This sound is very mild and should be unnoticed outside of the fenced-in area.

The panels themselves are approximately 3.5 feet wide and 6 feet tall. A typical development would incorporate panels that have a 20-30-degree tilt, so the standard height of the modules is typically less than 10 feet. The tilt angle of the panel is dependent on the grade of the land that the system sits on. For example, if the panels were to be developed on a hill or raised elevation, the tilt of the panel may vary. The solar panels themselves make very little noise, and the inverters produce only a slight hum during hours of sunlight. More specifically, the model of inverter used at this site will be the CPS SCH100/125KTL-DO/US-600 medium power, three phase string inverters. This inverter is designed for ground mount applications. These devices designed for high efficiency, and to serve North America's environment specifically. This specific inverter produces <60dBA at 1 meter and at 25 degrees Celsius (approximately 77 degrees Fahrenheit).²

The audible noise as detailed by Chint Power Systems data sheet, is less than 60 DBA at one meter, which can more easily be understood as the equivalent of a conversation 1 meter away. Therefore, if you are 3 feet from an inverter, the inverter would have equivalent noise to a person having a conversation with you 3 feet away. To summarize, the solar array proposes no adverse effects or impacts on the remainder of the property or to adjacent properties.

² CPS 100/125kW, 1500Vdc String Inverters for North America - Preliminary Data Sheet (Chint Power Systems America 7060 Koll Center Parkway, Suite 318 Pleasanton, CA 94566 Mail: AmericaSales@chintpower.com Web: www.chintpowersystems.com)



The establishment of the Special Use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

The surrounding property at this site is industrial in nature. Solar array development will not impact or impair any of the value of the parcel in discussion nor will it impair any property values within the neighborhood. Solar remains a quite neighbor, with little to no site activity besides scheduled annual maintenance visits.

Potential future development will not be adversely affected by the development of a solar array. The infrequency of maintenance visits, combined with the nature of an automated facility provide a neighbor that will produce little to no additional traffic count.

The array will not generate any new traffic (with the exception of scheduled maintenance visits, etc.), and no community infrastructure will be impacted besides the connection to electrical systems, and little noise will be produced. Overall, a solar array is a natural fit for an area generally dedicated to industrial and agricultural uses.

The solar development is an asset to the landowner, allowing the landowner and all future generations and heirs to reap the benefits of renewable resource production along with a multi-year contract paying producing guaranteed yields on an annual basis.

Adequate utilities, access roads, drainage and other necessary facilities have been or will be provided.

This property will not proceed with development unless all due diligence items are accounted for. Namely, proof of interconnection abilities for utilities, access road use approval, drainage plan approval and other necessary facilities are being provided.

Ongoing coordination with Ameren, the energy utility provider, will allow for final approvals and necessary connections to be plotted out and achieved. Access roads will be approved through all necessary transportation divisions and will be used solely by maintenance personnel, operators, and owners. Drainage will be designed by a professional engineer to ensure grading patterns and drainage flows are in conjunction with state and local water ways and set drainage patterns.

Because of GreenKey Solar's experience in other realms of land development, our team understands on a first-hand basis the



importance of all details and approvals involved with the coordination of outside facilities, and connection to outside access.

That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

GreenKey Solar will work with the Illinois Department of Transportation to ensure the ingress and egress adequately meet state, county, and town requirements. After approval of our initial Special Use Application, we will expect to apply for a permit for commercial access and submit a site plan which will include a design for commercial access and storm water detention plans for review by the Access Permits Section of the Illinois Department of Transportation.

At this time no easements for access are expected and egress/ingress will be provided onsite. These access points are expected to be utilized only by professionals maintaining and operating the solar array.

The Special Use is consistent with the existing uses of property within the general area of the property in question.

The general area of the property in question is a primarily industrial area. These existing uses are geared towards production, and logistic facilities. Their facilities consume large amounts of power on a daily basis. The ability to use a vacant property as a solar farm adjacent to industrial allows the land to be maintained and taken care of without disturbing the cohesive nature of the general area.

The solar use will generally fit into this area and the existing uses, as it will not generate any new traffic (with the exception of scheduled maintenance visits, etc.), and no community infrastructure will be impacted besides the connection to electrical systems, and little noise will be produced. Overall, a solar array is a natural fit for an area generally dedicated to agricultural and industrial uses.

Visually, the panels will not reflect sunlight, but rather absorb the heat for energy production. The existence of these panels will not be an eyesore. In fact, they will add low-profile productive equipment in an area of big-boxed warehouses, that can become dated and obsolete.

Similar to the surrounding industrial properties, the solar array will attract little to no traffic. Unlike industrial uses, the solar array will make a very pleasant neighbor. It is important to note that the panels are designed to absorb sunlight for energy conversion, and do not reflect light. There will be no visual nuisance or reflection from the panels.



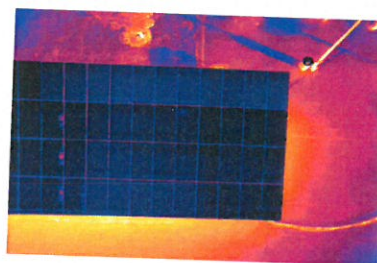
Their dark black color will maintain the low profile and low impact look of the light absorbing machines.

The Special Use is necessary for public convenience at this location.

Providing a community solar farm will not only provide energy savings and benefits to the landowner, but it will also create additional revenues and value within the City limits. To their entire community. Not every site is a candidate to provide such benefits, and therefore this use remains necessary at this location. The public convenience is served by the energy that will be distributed from the site. Community subscribers will be able to partake in greener energy practices. This location also provides service to the general public through the utility provider in a manner that does not disturb proposed or future development, and fits into the community.

This location is necessary and specific. This site was selected due to its high rating on our qualification scale. The mild grading and distance from any hill allow for a suitable flat surface to install panels. Distance from more dynamic grading prevents any issue with daytime shading due to the movement of the sun. Communication with the power utility is on-going and a Pre-Application Report has been included in this report, detailing the capacity at the nearby substation.

This report provided our team with the technical specifications needed to understand requirements and details for interconnection. We then spent time meeting with (in-person) and reviewing site details with the landowner. This step is very important in our process as we aid to explain the technical aspects of a solar array along with other facts to allow to landowners the ability make an independent decision to use their property as a solar development. To be able to provide this renewable resource, the development must sit at this proposed location.



Thermal imaging of operating solar installation³

³ Level Imaging, LLC 2017

Applicant

2 GreenKey Solar, LLC

GreenKey Solar is a Limited Liability company serving as a leader in the growing solar landscape. GreenKey Solar has a strong and ever-expanding success record in developing and consulting solar projects across the country. Ruth Rd Solar 1, LLC and Ruth Rd Solar 2, LLC are all under the umbrella of GreenKey Solar, LLC.

Our team has expertise in management of each phase of the development process. We have experts in due diligence, ensuring adequate research and efforts are implemented from the most initial stages of the development process. It is important to our team to get to know the landowners we work with, and to understand the communities in which our developments will be housed.

Our small team is committed to conservation with our love for solar and our communal love for the outdoors. When we are not in the office or on a site, we are likely fishing, hiking, or depending on the weather, on a mountain or in the surf. We are deeply committed to conservation – on a mission to preserve the great outdoors for our future generations. This personal quest remains a foundational element of our drive for success in the solar industry.



A site in Oregon, GreenKey team members have been involved with through a development partnership. Site currently under construction.

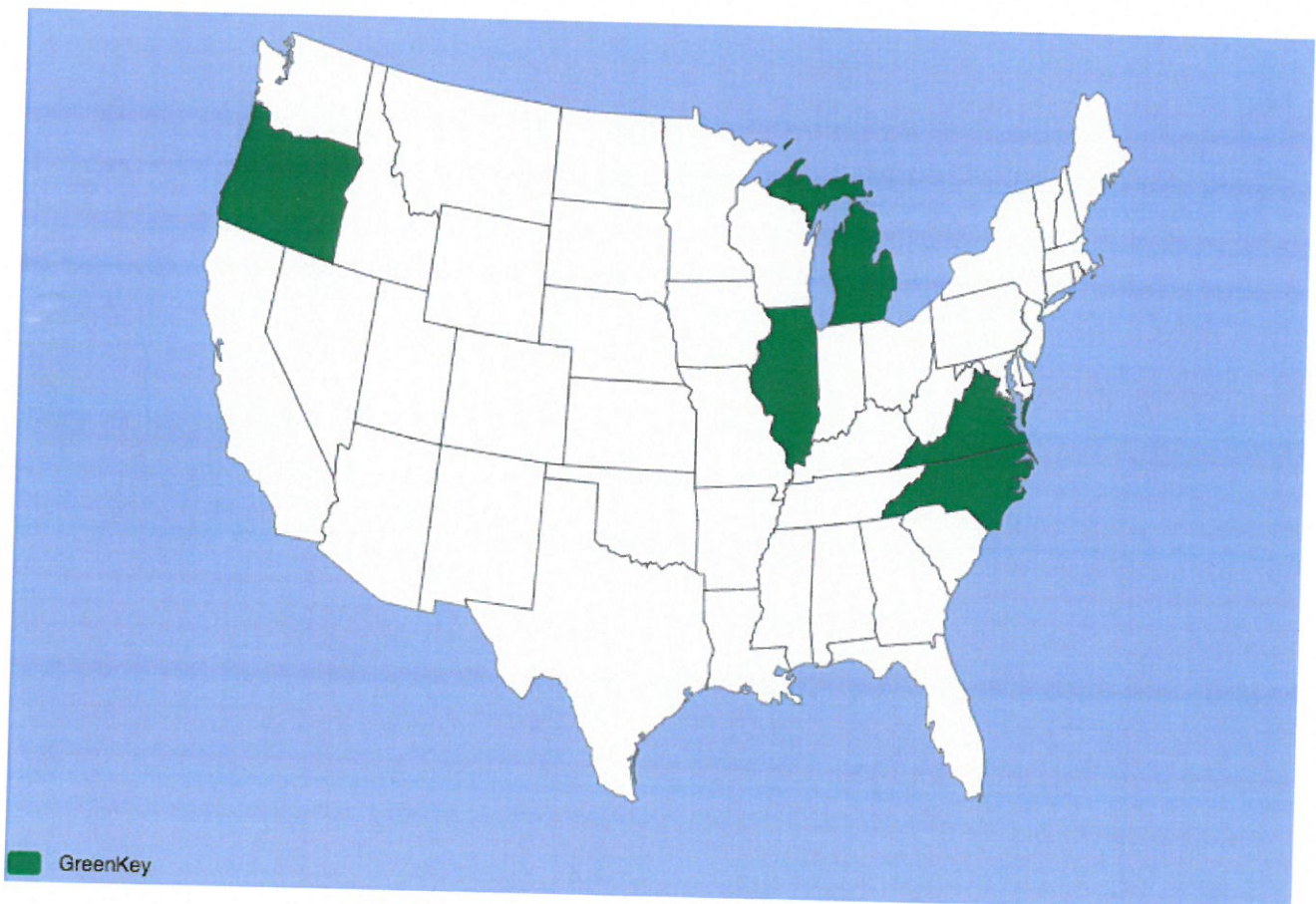


2.1 GreenKey Solar, LLC - Background

GreenKey Solar is built on over 15 years of experience in the solar industry and has been involved with close to 200 megawatts of solar development, our team is well suited for successful implementation of a potential solar facility in the City of Pekin.

GreenKey Solar has gained these credentials through development experience, but also as a consultant to clean energy leaders across the country. Our involvement in the industry is dynamic in nature but, we have remained focused on specific state markets allowing GreenKey to ensure quality of development and deeper knowledge of each community. We believe the ability to stay focused on specific markets, along with our nimble team will inevitably allow for project success through the development process.

Currently, GreenKey has been involved with projects in varying capacities in states from the West Coast to the East Coast. In Oregon GreenKey has established a successful portfolio of 17 projects, along with a strategic partner alliance. In the Midwest, development reels are being cast in hopes of delivering the rural communities of Illinois, and eventually Michigan the solar they need.





3 Solar Energy

3.1 Why Solar?

As the United States remains one of the largest energy consumers the world, the national platform for energy production will need to divert from use of fossil fuels. The consistent use of fossil fuels in our country has led to grave environmental impacts that will only get worse. GreenKey strongly believes in the future of green energy, starting with the development of community solar farms to create solar energy access for entire communities. The implementation of these farms will impact the environment and public health of the entire community.

The benefits of solar energy production on a community scale impact every individual and animal in a certain area. The atmospheric impacts are immediate when utilizing photovoltaic energy versus carbon monoxide producing fossil fuel alternatives. Large scale energy systems such as this proposed development allow access to energy via the utility without the cost to the landowner of building their own small array to serve just their property. It no longer requires ownership of land to be able to participate and reap the benefits of solar energy. According to the Solar Energy Industries Association (SEIA), the national trade association of the U.S. solar energy industry, community solar provides all members of the community with equal access to the economic and environmental benefits of solar energy generation. SEIA also notes that community solar expands access to solar for all.⁴ This is important work as the health, environmental, and land impacts of solar energy continue to be verified and supported around the world.

3.2 Proposed Development

The proposed development is located across one single parcel of land, zoned I-1 for light industrial uses. In order to operate a Solar Energy System, a Special User Permit will be obtained through the process that begins with the submittal of this application.

The parcel of land is owned by the Kriegsman Transfer Co, and was selected based on the proximity to the nearby substation. On July 9, 2018, GreenKey Solar received the Pre-Application Report for Distributed Generation from Ameren, the energy utility provider. This report detailed ratings, existing aggregate generation capacity, aggregate queued generation capacity, distribution voltages, circuit distance, and other crucial information that allowed our team to vet this particular project as a qualified candidate for community farm development. Research, time and funds have been and will continue to be allocated to this project to ensure all details of interconnection and future use are understood. Interconnection and Supplemental Review packages have been submitted to Ameren as of August 2018, with the required financial deposits necessary to continue to pursue this project.

⁴ "Community Solar." SEIA. <https://www.seia.org/initiatives/community-solar>.



4 Project Details & Description

4.1 City of Pekin

The subject site qualifies as an ideal candidate to house a solar facility. Upon our team's initial research sites were specifically selected based on an assortment of criteria. These criteria included, analysis of existing grade, proximity to substation, history of agricultural use, and various other important traits that ideal land would have.

This site was selected due to a strong interest from the landowner, a need from the community and general opportunity of out-of-use land. Communication with the power utility was on-going and reports were given detailing the capacity at the nearby substation.

Although Solar Energy System is not a permitted use by right per the City of Pekin Zoning Code, application for Special Use Permit is requested to pursue this development. Our team believes this use will be cohesive with the area, and a good neighbor to all adjacent and nearby properties.

4.2 Parcel Information

The parcel is known as Tazewell County Parcel ID# 10-10-10-100-047 with an existing assessor address of "278 Koch St, Pekin, IL 615540." The undeveloped light industrial property can be found located at the South East corner of Koch St and Riverway Dr. The parcel is identified as "Rural Unimproved Farm" land per the Tazewell County interactive GIS mapping system. Adjacent to this parcel, to the east is an active industrial business, Kriegsman Transfer Co owned by the same owners as parcel 10-10-10-100-047. This business has been serving the community for over 80 years.

4.3 Equipment Specifications & Information

4.3.1 The solar equipment

The Eagle 1500V 72 340-360-Watt Mono Crystalline Module will be the module used across all three phases of development. On each mono-crystalline PERC cell there are 72 (6x12) cells measuring at 77.01 x 39.05 x 1.57 inches per module. The front glass is sealed with an anti-reflection coating and high transmission, low iron Tempered Glass. The frame is made of an anodized Aluminum Alloy and the entire module weighs 58.4 pounds.⁵

⁵ www.jinkosolar.com (Eagle 1500V 72 340-360 Watt Mono Crystalline Module)



4.3.2 Facility equipment

A three-phase pad-mounted compartmental type system will be implemented in order to transform energy production from this site. The transformer is designed to withstand all environmental hazards.⁶

This three-phase string inverter that is specifically designed for ground mount application. All one-line drawings have been detailed and based upon these equipment specifications creating a custom-built solar array site.

4.4 Access to Proposed Development

Site Access is proposed at one main location off of Koch St. The primary access point is located directly south, on the south side of Koch St. from the northerly running Knapp St. This access will provide egress and ingress first into the site, and no additional access will be necessary or utilized. No access easements will be required per the proposed site plan.

4.5 Construction Information

- 4.5.1 The expected time line of this project will likely be three to six months. Anticipated development will be dependent on the Utility's processing and timelines for review. Additionally, permitting from the City will need to be taken into consideration when establishing a future timeline for development of this proposed project.

5 Project impact

5.1 Safety of solar development

Each solar array will be enclosed with a seven-foot, chain-linked fence. This fence will keep both animals, and humans out of the site to protect the solar panels. The fence will be labeled with informational signs, per the County code. No exposed electrical conducting material will be exposed, and all OSHA and national/state safety standards will be adequately complied with from point of construction through project decommissioning for both sites.

5.2 Agency coordination

This particular site is within Ameren service utility area. A Pre-Application Report was received from Ameren on July 9, 2018. The Pre-Application Report was in response to the Pre-Application Request Form submitted by GreenKey Solar.

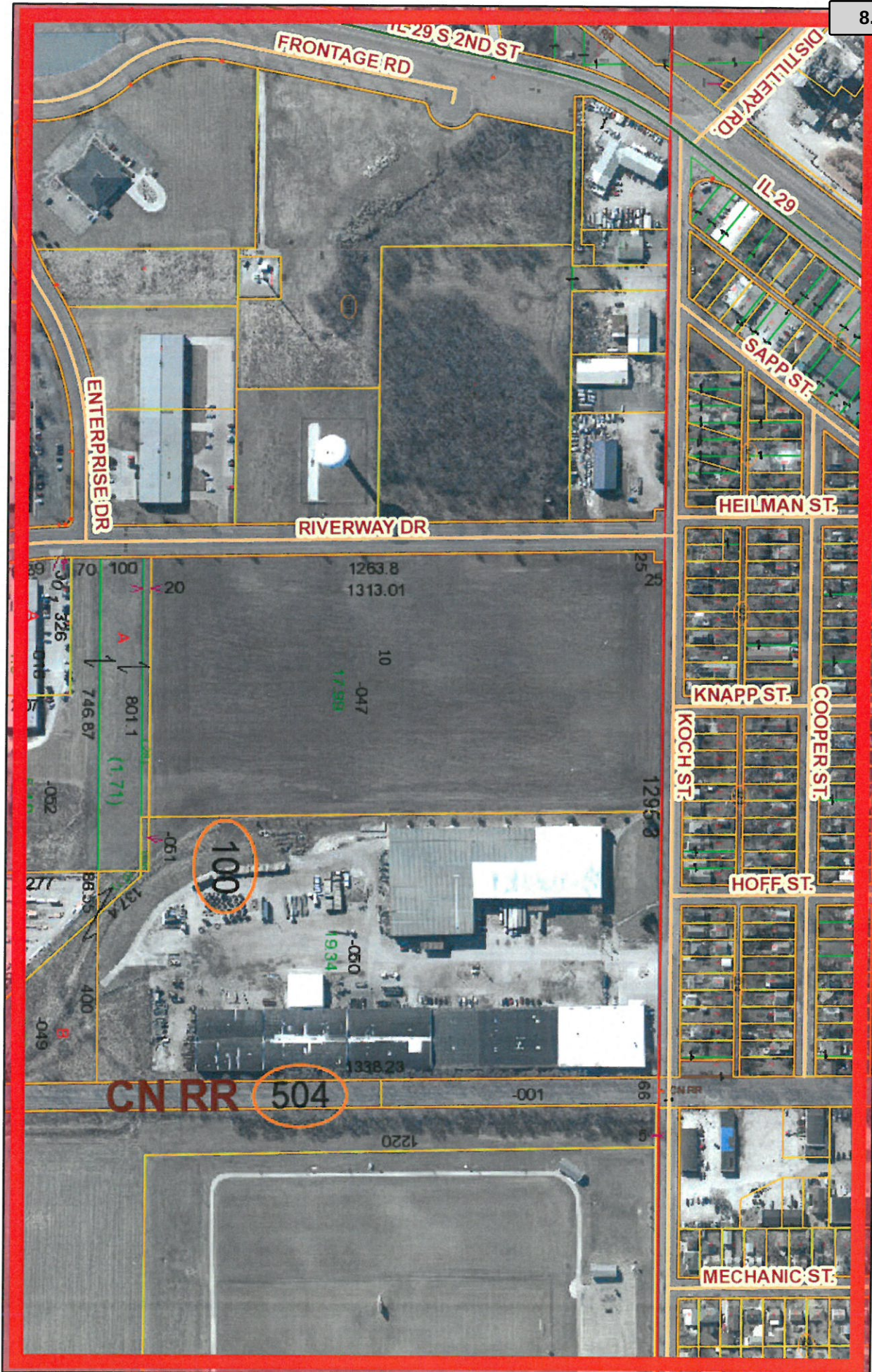
An Interconnection Agreement Application and Supplemental Review Request was submitted to Ameren in August 2018.

⁶ Copper Power Systems (© 1998 Cooper Power Systems, Inc. Envirotemp ® , Envirotran ® , R-Temp ® , RTE ® and Kyle ® are registered trademarks of Cooper Industries, Inc. R-Tran ™ is a trademark of Cooper Industries, Inc. NEC ® is a registered trademark of National Fire Protection Association.)



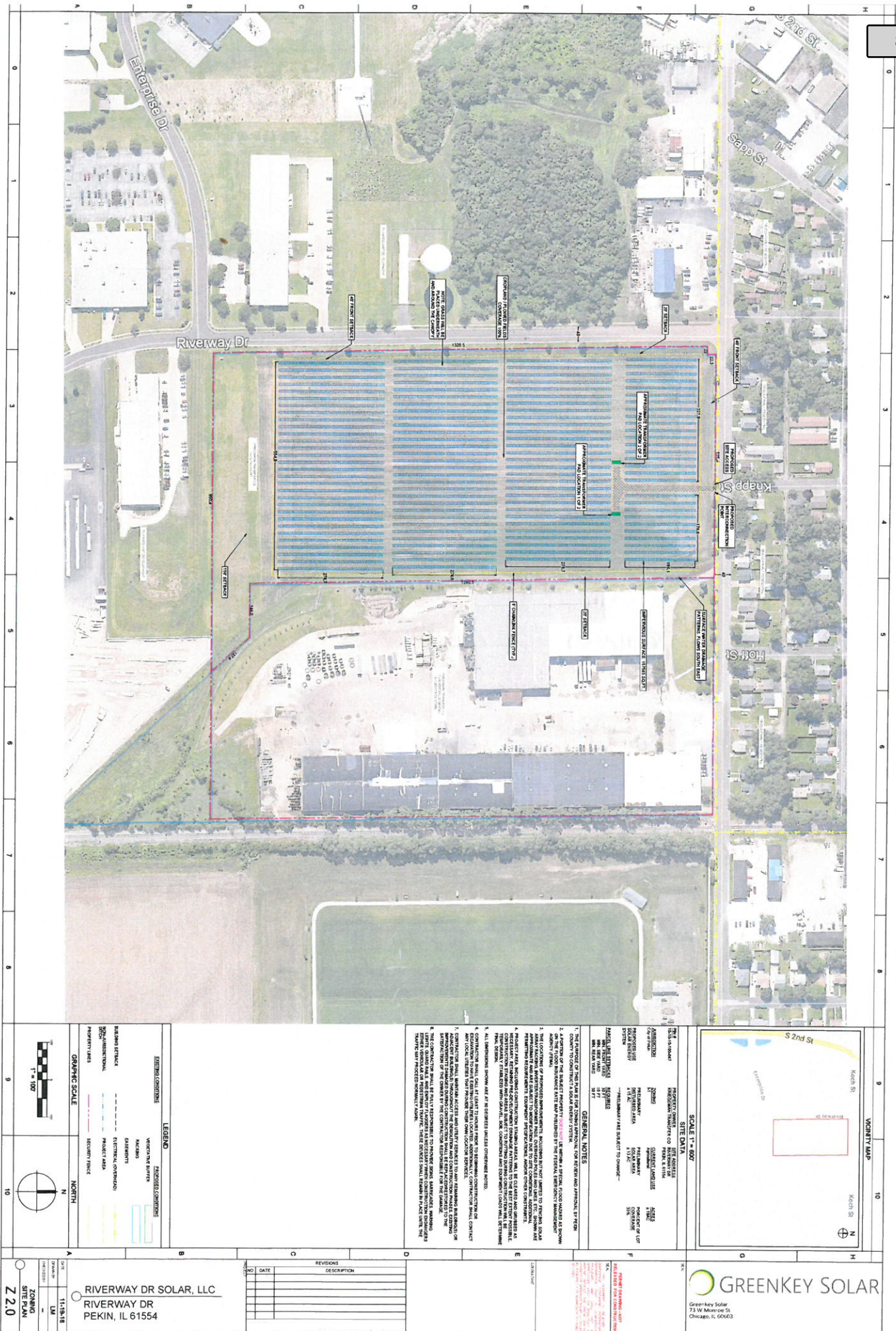
6 Exhibits

- 6.1 Exhibit A: Special Use Permit Application Form (Fully Executed)
- 6.2 Exhibit B: Site Plan
- 6.3 Exhibit C: Interconnection Pre-Application Report (2018-07-9)
- 6.4 Exhibit D: Eco-Cat Compliance Submittal (2018-07-17)



0 0.035 0.07 0.14 km
0 0.0225 0.045 0.09 mi

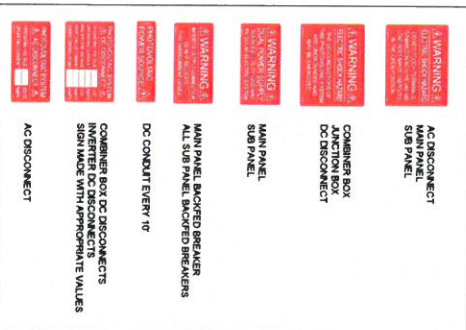
Tazewell County GIS parcel and map records contained herein are for property tax purposes only. This information has been compiled from the most accurate source data from the public records of Tazewell County. This information must be accepted and used with the understanding that the data was collected primarily for the use and purpose of creating a Property Tax Roll per Illinois Statute. The information contained herein is for reference purposes only, and should not be relied upon as a basis for a site search. Any reliance on the information contained herein is at the user's own risk. The Tazewell County GIS Department does not warrant the accuracy, completeness, or reliability of any data resulting therefrom. Users of Tazewell County GIS are advised to exercise caution when accessing any third-party site linked to this site. All data is subject to change.



Packet Pg. 380

- Riverway Dr Solar
Riverway Dr
Pekin, IL 61554

-



3 ELECTRICAL SIGNAGE

Riverway Dr Solar
Riverway Dr
Pekin, IL 61554



July 9, 2018

**Distributed Generation Pre-Application Report
Riverway Drive Solar
2MW Request**

This Pre-Application Report is in response to the attached Pre-Application Request Form submitted to Ameren Illinois by GreenKey Solar. The proposed project is a 2 MW solar project to be located in Pekin, IL.

The Electric Distribution Company (EDC) is Ameren Illinois. The likely substation to serve the proposed point of interconnection (POI) for this project is the Koch substation. The preliminary circuit identified to provide the supply at this POI is B28-002. This Pre-Application Report provides the following information in response to GreenKey Solar's inquiry for Riverway Drive Solar site.

1) Normal rating (in megavolt amperes (MVA)) of substation/area bus, bank or circuit based on normal or operating ratings likely to serve the proposed point of interconnection;

***Koch Substation 69/13.2kV transformer #1 – 19.86 MVA
13.2 kV circuit B28-002 – 10.17 MVA***

2) Existing aggregate generation capacity (in MVA) interconnected to a substation/area bus, bank or circuit (i.e., amount of generation online) likely to serve the proposed point of interconnection;

There is no known existing generation on B28-002.

3) Aggregate queued generation capacity (in MVA) for a substation/area bus, bank or circuit (i.e., amount of generation in the queue) likely to serve the proposed point of interconnection;

There is presently no (Zero MVA) aggregate queued generation capacity for Koch Substation transformer #1 or feeder B28-002.

4) Available capacity (in MVA) of substation/area bus or bank and circuit likely to serve the proposed point of interconnection (i.e., total capacity less the sum of existing aggregate generation capacity and aggregate queued generation capacity);

***Available capacity at Koch Substation Transformer #1 – 19.86 MVA
Available capacity at B28-002 – 10.17 MVA***

5) Substation nominal distribution voltage and/or transmission nominal voltage, if applicable, based on the interconnection point;

Koch Substation is a 69kV to 13.2kV nominal voltage substation.

6) Nominal distribution circuit voltage at the proposed point of interconnection;

Nominal circuit voltage for Koch Substation feeder 2 is 13.2 kV.

7) Approximate circuit distance between the proposed point of interconnection and the substation;

The Point of Interconnection (POI) is approximately 0.63 circuit miles to Koch substation.

8) Relevant line section actual or estimated peak load and minimum load data, including daytime minimum load (i.e., 10 a.m. to 4 p.m. for fixed solar photovoltaic (PV) panel systems and 8 a.m. to 6 p.m. for PV systems utilizing tracking systems), and absolute minimum load, when available;

	Peak Load (MVA)	Minimum Load* (MVA)	Absolute Minimum Load (MVA)
Koch Substation Transformer #1	14.1	4.27	4.10
Koch B28-002	5.13	0.78	0.55

Peak Load determined using metering date from July 20th, 2017.

*Minimum load between 8:00 AM and 6:00 PM using 2017 full year load data.

9) Number and rating of protective devices and number and type (standard, bi-directional) of voltage regulating devices between the proposed point of interconnection and the substation/area. Identify whether the substation has a load tap changer;

Koch B28-002 is protected in the substation by a G&W Viper recloser rated for 800 A. The voltage on this feeder is regulated by a load tap changer on substation transformer #1.

10) Number of phases available at the proposed point of interconnection. If a single phase, distance from the three-phase circuit;

The closest circuit to the proposed POI is a three-phase circuit that runs west to east along Koch St, just to the north of the proposed generation.

11) Limiting conductor ratings from the proposed point of interconnection to the distribution substation;

Koch B28-002 limiting conductor rating (750 MCM AL UG cable in duct): 11.27 MVA

12) Whether the point of interconnection is located on a spot network, grid network or radial supply;

The system at the Point of Interconnection (POI) is a radial supply

13) Based on the proposed point of interconnection, existing or known constraints such as, but not limited to, electrical dependencies at that location, short circuit interrupting capacity issues, power quality or stability issues on the circuit, capacity constraints or secondary networks.

Both an overhead connection and underground 3 phase connection point are possible in this location.

The customer/applicant is responsible for installation of main overcurrent/fault protection that will coordinate with the EDC's distribution system protection.

The above data provided in this Pre-Application Report represents the best readily available information at the time this report was prepared. The provision of information on "available capacity" (see Item 4 above) does not imply that an interconnection up to this level may be completed without impacts, since there are many variables studied as part of the interconnection review process and data provided in the pre-application report may become outdated at the time of the submission of the complete application.

Prepared by: Eddie Creighton
Associate Engineer, Division I



Applicant: GreenKey Solar, LLC
Contact: Hunter Strader
Address: 73 W Monroe St
 Chicago, IL 60603

IDNR Project Number: 1900499
Date: 07/17/2018

Project: Riverway Dr Solar
Address: Koch St, Pekin

Description: Ground-mounted solar photovoltaic array that will not exceed 2.0MWac in size

Natural Resource Review Results

Consultation for Endangered Species Protection and Natural Areas Preservation (Part 1075)

The Illinois Natural Heritage Database contains no record of State-listed threatened or endangered species, Illinois Natural Area Inventory sites, dedicated Illinois Nature Preserves, or registered Land and Water Reserves in the vicinity of the project location.

Consultation is terminated. This consultation is valid for two years unless new information becomes available that was not previously considered; the proposed action is modified; or additional species, essential habitat, or Natural Areas are identified in the vicinity. If the project has not been implemented within two years of the date of this letter, or any of the above listed conditions develop, a new consultation is necessary. Termination does not imply IDNR's authorization or endorsement.

Location

The applicant is responsible for the accuracy of the location submitted for the project.

County: Tazewell

Township, Range, Section:
 24N, 5W, 10



IL Department of Natural Resources Contact

Natalia Jones
 217-785-5500
 Division of Ecosystems & Environment

Government Jurisdiction

Tazewell County Dept of Community
 Development
 Kristal Bachman
 11 S. 4th St., Room 400
 Pekin, Illinois 61554 -4253

Disclaimer

The Illinois Natural Heritage Database cannot provide a conclusive statement on the presence, absence, or condition of natural resources in Illinois. This review reflects the information existing in the Database at the time of this inquiry, and should not be regarded as a final statement on the site being considered, nor should it be a substitute for detailed site surveys or field surveys required for environmental assessments. If additional protected resources are encountered during the project's implementation, compliance with applicable statutes and regulations is required.

Terms of Use

By using this website, you acknowledge that you have read and agree to these terms. These terms may be revised by IDNR as necessary. If you continue to use the EcoCAT application after we post changes to these terms, it will mean that you accept such changes. If at any time you do not accept the Terms of Use, you may not continue to use the website.

1. The IDNR EcoCAT website was developed so that units of local government, state agencies and the public could request information or begin natural resource consultations on-line for the Illinois Endangered Species Protection Act, Illinois Natural Areas Preservation Act, and Illinois Interagency Wetland Policy Act. EcoCAT uses databases, Geographic Information System mapping, and a set of programmed decision rules to determine if proposed actions are in the vicinity of protected natural resources. By indicating your agreement to the Terms of Use for this application, you warrant that you will not use this web site for any other purpose.

2. Unauthorized attempts to upload, download, or change information on this website are strictly prohibited and may be punishable under the Computer Fraud and Abuse Act of 1986 and/or the National Information Infrastructure Protection Act.

3. IDNR reserves the right to enhance, modify, alter, or suspend the website at any time without notice, or to terminate or restrict access.

Security

EcoCAT operates on a state of Illinois computer system. We may use software to monitor traffic and to identify unauthorized attempts to upload, download, or change information, to cause harm or otherwise to damage this site. Unauthorized attempts to upload, download, or change information on this server is strictly prohibited by law.

Unauthorized use, tampering with or modification of this system, including supporting hardware or software, may subject the violator to criminal and civil penalties. In the event of unauthorized intrusion, all relevant information regarding possible violation of law may be provided to law enforcement officials.

Privacy

EcoCAT generates a public record subject to disclosure under the Freedom of Information Act. Otherwise, IDNR uses the information submitted to EcoCAT solely for internal tracking purposes.

IDNR Project Number: 1900499

**EcoCAT Receipt****Project Code** 1900499**APPLICANT****DATE**

GreenKey Solar, LLC
 John H Strader
 73 W. Monroe St.
 Chicago, IL 60603

7/17/2018

DESCRIPTION	FEE	CONVENIENCE FEE	TOTAL PAID
-------------	-----	--------------------	------------

EcoCAT Consultation	\$ 125.00	\$ 2.94	\$ 127.94
---------------------	-----------	---------	-----------

TOTAL PAID	\$ 127.94
------------	-----------

Illinois Department of Natural Resources
 One Natural Resources Way
 Springfield, IL 62702
 217-785-5500
dnr.ecocat@illinois.gov

**STANDARD AGREEMENT FOR INTERCONNECTION
OF DISTRIBUTED GENERATION FACILITIES WITH A
CAPACITY LESS THAN OR EQUAL TO 10 MVA**

This agreement (together with all attachments, the "Agreement") is made and entered into this [redacted] day of [redacted], by and between **Riverway Dr Solar, LLC** ("interconnection customer"), as a **limited liability company** organized and existing under the laws of the State of **Illinois** and Ameren Illinois Company, ("Electric Distribution Company" or "EDC"), a corporation existing under the laws of the State of Illinois. Interconnection customer and EDC each may be referred to as a "Party", or collectively as the "Parties".

Recitals:

Whereas, interconnection customer is proposing to install or direct the installation of a distributed generation facility, or is proposing a generating capacity addition to an existing distributed generation facility, consistent with the interconnection request application form completed by interconnection customer on **08/09/2018**; and

Whereas, the interconnection customer will operate and maintain, or cause the operation and maintenance of, the distributed generation facility; and

Whereas, interconnection customer desires to interconnect the distributed generation facility with EDC's electric distribution system.

Now, therefore, in consideration of the premises and mutual covenants set forth in this Agreement, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Parties covenant and agree as follows:

Article 1. Scope and Limitations of Agreement

- 1.1 This Agreement shall be used for all approved interconnection requests for distributed generation facilities that fall under Levels 2, 3 and 4 according to the procedures set forth in Part 466 of the Commission's rules (83 Ill. Adm. Code 466) (referred to as the Illinois Distributed Generation Interconnection Standard).
- 1.2 This Agreement governs the terms and conditions under which the distributed generation facility will interconnect to, and operate in parallel with, the EDC's electric distribution system.
- 1.3 This Agreement does not constitute an agreement to purchase or deliver the interconnection customer's power.

- 1.4 Nothing in this Agreement is intended to affect any other agreement between the EDC and the interconnection customer.
- 1.5 Terms used in this agreement are defined as in Section 466.30 of the Illinois Distributed Generation Interconnection Standard unless otherwise noted.
- 1.6 Responsibilities of the Parties
 - 1.6.1 The Parties shall perform all obligations of this Agreement in accordance with all applicable laws and regulations.
 - 1.6.2 The EDC shall construct, own, operate, and maintain its interconnection facilities in accordance with this Agreement.
 - 1.6.3 The interconnection customer shall construct, own, operate, and maintain its distributed generation facility and interconnection facilities in accordance with this Agreement.
 - 1.6.4 Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for, the facilities that it now or subsequently may own unless otherwise specified in the attachments to this Agreement. Each Party shall be responsible for the safe installation, maintenance, repair and condition of its respective lines and appurtenances on its respective sides of the point of interconnection.
 - 1.6.5 The interconnection customer agrees to design, install, maintain and operate its distributed generation facility so as to minimize the likelihood of causing an adverse system impact on the electric distribution system or any other electric system that is not owned or operated by the EDC.
- 1.7 Parallel Operation Obligations

Once the distributed generation facility has been authorized to commence parallel operation, the interconnection customer shall abide by all operating procedures established in IEEE Standard 1547 and any other applicable laws, statutes or guidelines, including those specified in Attachment 4 of this Agreement.
- 1.8 Metering

The interconnection customer shall be responsible for the cost to purchase, install, operate, maintain, test, repair, and replace metering and data acquisition equipment specified in Attachments 5 and 6 of this Agreement.
- 1.9 Reactive Power
 - 1.9.1 Interconnection customers with a distributed generation facility larger than or equal to 1 MVA shall design their distributed generation facilities to maintain a power factor at the point of interconnection between .95 lagging and .95 leading

at all times. Interconnection customers with a distributed generation facility smaller than 1 MVA shall design their distributed generation facility to maintain a power factor at the point of interconnection between .90 lagging and .90 leading at all times.

1.9.2 Any EDC requirements for meeting a specific voltage or specific reactive power schedule as a condition for interconnection shall be clearly specified in Attachment 4. Under no circumstance shall the EDC's additional requirements for voltage or reactive power schedules exceed the normal operating capabilities of the distributed generation facility.

1.9.3 If the interconnection customer does not operate the distributed generation facility within the power factor range specified in Attachment 4, or does not operate the distributed generation facility in accordance with a voltage or reactive power schedule specified in Attachment 4, the interconnection customer is in default, and the terms of Article 6.5 apply.

1.10 Standards of Operations

The interconnection customer must obtain all certifications, permits, licenses and approvals necessary to construct, operate and maintain the facility and to perform its obligations under this Agreement. The interconnection customer is responsible for coordinating and synchronizing the distributed generation facility with the EDC's system. The interconnection customer is responsible for any damage that is caused by the interconnection customer's failure to coordinate or synchronize the distributed generation facility with the electric distribution system. The interconnection customer agrees to be primarily liable for any damages resulting from the continued operation of the distributed generation facility after the EDC ceases to energize the line section to which the distributed generation facility is connected. In Attachment 4, the EDC shall specify the shortest reclose time setting for its protection equipment that could affect the distributed generation facility. The EDC shall notify the interconnection customer at least 10 business days prior to adopting a faster reclose time on any automatic protective equipment, such as a circuit breaker or line recloser, that might affect the distributed generation facility.

Article 2. Inspection, Testing, Authorization, and Right of Access

2.1 Equipment Testing and Inspection

The interconnection customer shall test and inspect its distributed generation facility including the interconnection equipment prior to interconnection in accordance with IEEE Standard 1547 (2003) and IEEE Standard 1547.1 (2005). The interconnection customer shall not operate its distributed generation facility in parallel with the EDC's electric distribution system without prior written authorization by the EDC as provided for in Articles 2.1.1-2.1.3.

2.1.1 The EDC shall perform a witness test after construction of the distributed generation facility is completed, but before parallel operation, unless the EDC specifically waives the witness test. The interconnection customer shall provide the EDC at least 15 business day notice of the planned commissioning test for the distributed generation facility. If the EDC performs a witness test at a time that is not concurrent with the commissioning test, it shall contact the interconnection customer to schedule the witness test at a mutually agreeable time within 10 business days after the scheduled commissioning test designated on the application. If the EDC does not perform the witness test within 10 business days after the commissioning test, the witness test is deemed waived unless the Parties mutually agree to extend the date for scheduling the witness test, or unless the EDC cannot do so for good cause, in which case, the Parties shall agree to another date for scheduling the test within 10 business days after the original scheduled date. If the witness test is not acceptable to the EDC, the interconnection customer has 30 business days to address and resolve any deficiencies. This time period may be extended upon agreement between the EDC and the interconnection customer. If the interconnection customer fails to address and resolve the deficiencies to the satisfaction of the EDC, the applicable cure provisions of Article 6.5 shall apply. The interconnection customer shall, if requested by the EDC, provide a copy of all documentation in its possession regarding testing conducted pursuant to IEEE Standard 1547.1.

2.1.2 If the interconnection customer conducts interim testing of the distributed generation facility prior to the witness test, the interconnection customer shall obtain permission from the EDC before each occurrence of operating the distributed generation facility in parallel with the electric distribution system. The EDC may, at its own expense, send qualified personnel to the distributed generation facility to observe such interim testing, but it cannot mandate that these tests be considered in the final witness test. The EDC is not required to observe the interim testing or precluded from requiring the tests be repeated at the final witness test.

2.1.3 After the distributed generation facility passes the witness test, the EDC shall affix an authorized signature to the certificate of completion and return it to the interconnection customer approving the interconnection and authorizing parallel operation. The authorization shall not be conditioned or delayed.

- 2.2 **Commercial Operation**
The interconnection customer shall not operate the distributed generation facility, except for interim testing as provided in Article 2.1, until such time as the certificate of completion is signed by all Parties.
- 2.3 **Right of Access**
The EDC must have access to the disconnect switch and metering equipment of the distributed generation facility at all times. When practical, the EDC shall provide notice to the interconnection customer prior to using its right of access.

Article 3. Effective Date, Term, Termination, and Disconnection

- 3.1 **Effective Date**
This Agreement shall become effective upon execution by all Parties.
- 3.2 **Term of Agreement**
This Agreement shall become effective on the effective date and shall remain in effect unless terminated in accordance with Article 3.3 of this Agreement.
- 3.3 **Termination**
 - 3.3.1 The interconnection customer may terminate this Agreement at any time by giving the EDC 30 calendar days prior written notice.
 - 3.3.2 Either Party may terminate this Agreement after default pursuant to Article 6.5.
 - 3.3.3 The EDC may terminate, upon 60 calendar days' prior written notice, for failure of the interconnection customer to complete construction of the distributed generation facility within 12 months after the in-service date as specified by the Parties in Attachment 2, which may be extended by agreement between the Parties.
 - 3.3.4 The EDC may terminate this Agreement, upon 60 calendar days' prior written notice, if the interconnection customer has abandoned, cancelled, permanently disconnected or stopped development, construction, or operation of the distributed generation facility, or if the interconnection customer fails to operate the distributed generation facility in parallel with the EDC's electric system for three consecutive years.
 - 3.3.5 Upon termination of this Agreement, the distributed generation facility will be disconnected from the EDC's electric distribution system. Terminating this Agreement does not relieve either Party of its liabilities and obligations that are owed or continuing when the Agreement is terminated.

3.3.6 If the Agreement is terminated, the interconnection customer loses its position in the interconnection queue.

3.4 Temporary Disconnection

A Party may temporarily disconnect the distributed generation facility from the electric distribution system in the event one or more of the following conditions or events occurs:

- 3.4.1 Emergency conditions – shall mean any condition or situation: (1) that in the judgment of the Party making the claim is likely to endanger life or property; or (2) that the EDC determines is likely to cause an adverse system impact, or is likely to have a material adverse effect on the EDC's electric distribution system, interconnection facilities or other facilities, or is likely to interrupt or materially interfere with the provision of electric utility service to other customers; or (3) that is likely to cause a material adverse effect on the distributed generation facility or the interconnection equipment. Under emergency conditions, the EDC or the interconnection customer may suspend interconnection service and temporarily disconnect the distributed generation facility from the electric distribution system. The EDC must notify the interconnection customer when it becomes aware of any conditions that might affect the interconnection customer's operation of the distributed generation facility. The interconnection customer shall notify the EDC when it becomes aware of any condition that might affect the EDC's electric distribution system. To the extent information is known, the notification shall describe the condition, the extent of the damage or deficiency, the expected effect on the operation of both Parties' facilities and operations, its anticipated duration, and the necessary corrective action.
- 3.4.2 Scheduled maintenance, construction, or repair – the EDC may interrupt interconnection service or curtail the output of the distributed generation facility and temporarily disconnect the distributed generation facility from the EDC's electric distribution system when necessary for scheduled maintenance, construction, or repairs on EDC's electric distribution system. To the extent possible, the EDC shall provide the interconnection customer with notice five business days before an interruption. The EDC shall coordinate the reduction or temporary disconnection with the interconnection customer; however, the interconnection customer is responsible for out-of-pocket costs incurred by the EDC for deferring or rescheduling maintenance, construction or repair at the interconnection customer's request.
- 3.4.3 Forced outages – The EDC may suspend interconnection service to repair the EDC's electric distribution system. The EDC shall provide the interconnection customer with prior notice, if possible. If prior notice is not possible, the EDC shall, upon written request, provide the interconnection customer with written documentation, after the fact, explaining the circumstances of the disconnection.

- 3.4.4 Adverse system impact – the EDC must provide the interconnection customer with written notice of its intention to disconnect the distributed generation facility, if the EDC determines that operation of the distributed generation facility creates an adverse system impact. The documentation that supports the EDC's decision to disconnect must be provided to the interconnection customer. The EDC may disconnect the distributed generation facility if, after receipt of the notice, the interconnection customer fails to remedy the adverse system impact, unless emergency conditions exist, in which case, the provisions of Article 3.4.1 apply. The EDC may continue to leave the generating facility disconnected until the adverse system impact is corrected.
- 3.4.5 Modification of the distributed generation facility – The interconnection customer must receive written authorization from the EDC prior to making any change to the distributed generation facility, other than a minor equipment modification. If the interconnection customer modifies its facility without the EDC's prior written authorization, the EDC has the right to disconnect the distributed generation facility until such time as the EDC concludes the modification poses no threat to the safety or reliability of its electric distribution system.
- 3.4.6 The EDC is not responsible for any lost opportunity or other costs incurred by the interconnection customer as a result of an interruption of service under Article 3.

Article 4. Cost Responsibility for Interconnection Facilities and Distribution Upgrades

4.1 Interconnection Facilities

- 4.1.1 The interconnection customer shall pay for the cost of the interconnection facilities itemized in Attachment 3. The EDC shall identify the additional interconnection facilities necessary to interconnect the distributed generation facility with the EDC's electric distribution system, the cost of those facilities, and the time required to build and install those facilities, as well as an estimated date of completion of the building or installation of those facilities.
- 4.1.2 The interconnection customer is responsible for its expenses, including overheads, associated with owning, operating, maintaining, repairing, and replacing its interconnection equipment.

4.2 Distribution Upgrades

The EDC shall design, procure, construct, install, and own any distribution upgrades. The actual cost of the distribution upgrades, including overheads, shall be directly assigned to the interconnection customer whose distributed generation facility caused the need for the distribution upgrades.

Article 5. Billing, Payment, Milestones, and Financial Security

- 5.1 Billing and Payment Procedures and Final Accounting (Applies to additional reviews conducted under a Level 2 review and Level 4 reviews)
- 5.1.1 The EDC shall bill the interconnection customer for the design, engineering, construction, and procurement costs of EDC-provided interconnection facilities and distribution upgrades contemplated by this Agreement as set forth in Attachment 3. The billing shall occur on a monthly basis, or as otherwise agreed to between the Parties. The interconnection customer shall pay each bill within 30 calendar days after receipt, or as otherwise agreed to between the Parties.
- 5.1.2 Within 90 calendar days after completing the construction and installation of the EDC's interconnection facilities and distribution upgrades described in Attachments 2 and 3 to this Agreement, the EDC shall provide the interconnection customer with a final accounting report of any difference between (1) the actual cost incurred to complete the construction and installation of the EDC's interconnection facilities and distribution upgrades; and (2) the interconnection customer's previous deposit and aggregate payments to the EDC for the interconnection facilities and distribution upgrades. If the interconnection customer's cost responsibility exceeds its previous deposit and aggregate payments, the EDC shall invoice the interconnection customer for the amount due and the interconnection customer shall make payment to the EDC within 30 calendar days. If the interconnection customer's previous deposit and aggregate payments exceed its cost responsibility under this Agreement, the EDC shall refund to the interconnection customer an amount equal to the difference within 30 calendar days after the final accounting report. Upon request from the interconnection customer, if the difference between the budget estimate and the actual cost exceeds 20%, the EDC will provide a written explanation for the difference.
- 5.1.3 If a Party disputes any portion of its payment obligation pursuant to this Article 5, the Party shall pay in a timely manner all non-disputed portions of its invoice, and the disputed amount shall be resolved pursuant to the dispute resolution provisions contained in Article 8. A Party disputing a portion of an Article 5 payment shall not be considered to be in default of its obligations under this Article.
- 5.2 Interconnection Customer Deposit
- At least 20 business days prior to the commencement of the design, procurement, installation, or construction of the EDC's interconnection facilities and distribution upgrades, the interconnection customer shall provide the EDC with a deposit equal to 100% of the estimated, non-binding cost to procure, install, or construct any such facilities (the "Security Deposit"). However, when the estimated date of completion of the building or installation of facilities exceeds three months from the date of notification, pursuant to Article 4.1.1 of this Agreement, this deposit may be held in escrow by a

mutually agreed-upon third-party, with any interest to inure to the benefit of the interconnection customer.

Article 6. Assignment, Limitation on Damages, Indemnity, Force Majeure, and Default

6.1 Assignment

This Agreement may be assigned by either Party. If the interconnection customer attempts to assign this Agreement, the assignee must agree to the terms of this Agreement in writing and such writing must be provided to the EDC. Any attempted assignment that violates this Article is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason of the assignment. An assignee is responsible for meeting the same obligations as the assignor.

6.1.1 Either Party may assign this Agreement without the consent of the other Party to any affiliate (including mergers, consolidations, or transfers, or a sale of a substantial portion of the Party's assets, between the Party and another entity), of the assigning Party that has an equal or greater credit rating and the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement.

6.1.2 The interconnection customer can assign this Agreement, without the consent of the EDC, for collateral security purposes to aid in providing financing for the distributed generation facility.

6.2 Limitation on Damages

Except for cases of gross negligence or willful misconduct, the liability of any Party to this Agreement shall be limited to direct actual damages and reasonable attorney's fees, and all other damages at law are waived. Under no circumstances, except for cases of gross negligence or willful misconduct, shall any Party or its directors, officers, employees and agents, or any of them, be liable to another Party, whether in tort, contract or other basis in law or equity for any special, indirect, punitive, exemplary or consequential damages, including lost profits, lost revenues, replacement power, cost of capital or replacement equipment. This limitation on damages shall not affect any Party's rights to obtain equitable relief, including specific performance, as otherwise provided in this Agreement. The provisions of this Article 6.2 shall survive the termination or expiration of the Agreement.

6.3 Indemnity

6.3.1 This provision protects each Party from liability incurred to third parties as a result of carrying out the provisions of this Agreement. Liability under this provision is exempt from the general limitations on liability found in Article 6.2.

- 6.3.2 The interconnection customer shall indemnify and defend the EDC and the EDC's directors, officers, employees, and agents, from all damages and expenses resulting from a third party claim arising out of or based upon the interconnection customer's (a) negligence or willful misconduct or (b) breach of this Agreement.
- 6.3.3 The EDC shall indemnify and defend the interconnection customer and the interconnection customer's directors, officers, employees, and agents from all damages and expenses resulting from a third party claim arising out of or based upon the EDC's (a) negligence or willful misconduct or (b) breach of this Agreement.
- 6.3.4 Within 5 business days after receipt by an indemnified Party of any claim or notice that an action or administrative or legal proceeding or investigation as to which the indemnity provided for in this Article may apply has commenced, the indemnified Party shall notify the indemnifying Party of such fact. The failure to notify, or a delay in notification, shall not affect a Party's indemnification obligation unless that failure or delay is materially prejudicial to the indemnifying Party.
- 6.3.5 If an indemnified Party is entitled to indemnification under this Article as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this Article, to assume the defense of such claim, that indemnified Party may, at the expense of the indemnifying Party, contest, settle or consent to the entry of any judgment with respect to, or pay in full, the claim.
- 6.3.6 If an indemnifying Party is obligated to indemnify and hold any indemnified Party harmless under this Article, the amount owing to the indemnified person shall be the amount of the indemnified Party's actual loss, net of any insurance or other recovery.
- 6.4 Force Majeure
 - 6.4.1 As used in this Article, a force majeure event shall mean any act of God, labor disturbance, act of the public enemy, war, acts of terrorism, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment through no direct, indirect, or contributory act of a Party, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A force majeure event does not include an act of gross negligence or intentional wrongdoing by the Party claiming force majeure.
 - 6.4.2 If a force majeure event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the force majeure event ("Affected Party") shall notify the other Party of the existence of the force majeure event within one business day. The notification must specify the circumstances of the force

majeure event, its expected duration, and the steps that the Affected Party is taking and will take to mitigate the effects of the event on its performance. If the initial notification is verbal, it must be followed up with a written notification within one business day. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the force majeure event until the event ends. The Affected Party may suspend or modify its obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the force majeure event cannot be otherwise mitigated.

6.5 Default

- 6.5.1 No default shall exist when the failure to discharge an obligation (other than the payment of money) results from a force majeure event as defined in this Agreement, or the result of an act or omission of the other Party.
- 6.5.2 A Party shall be in default ("Default") of this Agreement if it fails in any material respect to comply with, observe or perform, or defaults in the performance of, any covenant or obligation under this Agreement and fails to cure the failure within 60 calendar days after receiving written notice from the other Party. Upon a default of this Agreement, the non-defaulting Party shall give written notice of the default to the defaulting Party. Except as provided in Article 6.5.3, the defaulting Party has 60 calendar days after receipt of the default notice to cure the default; provided, however, if the default cannot be cured within 60 calendar days, the defaulting Party shall commence the cure within 20 calendar days after original notice and complete the cure within six months from receipt of the default notice; and, if cured within that time, the default specified in the notice shall cease to exist.
- 6.5.3 If a Party has assigned this Agreement in a manner that is not specifically authorized by Article 6.1, fails to provide reasonable access pursuant to Article 2.3, and is in default of its obligations pursuant to Article 7, or if a Party is in default of its payment obligations pursuant to Article 5 of this Agreement, the defaulting Party has 30 days from receipt of the default notice to cure the default.
- 6.5.4 If a default is not cured as provided for in this Article, or if a default is not capable of being cured within the period provided for in this Article, the non-defaulting Party shall have the right to terminate this Agreement by written notice, and be relieved of any further obligation under this Agreement and, whether or not that Party terminates this Agreement, to recover from the defaulting Party all amounts due under this Agreement, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this Article shall survive termination of this Agreement.

Article 7. Insurance

For distributed generation facilities with a nameplate capacity of 1 MVA or above, the interconnection customer shall carry sufficient insurance coverage so that the maximum comprehensive/general liability coverage that is continuously maintained by the interconnection customer during the term shall be not less than \$2,000,000 for each occurrence, and an aggregate, if any, of at least \$4,000,000. The EDC, its officers, employees and agents shall be added as an additional insured on this policy. The interconnection customer agrees to provide the EDC with at least 30 calendar days advance written notice of cancellation, reduction in limits, or non-renewal of any insurance policy required by this Article.

Article 8. Dispute Resolution

- 8.1 Parties shall attempt to resolve all disputes regarding interconnection as provided in this Article in a good faith manner.
- 8.2 If there is a dispute between the Parties about an interpretation of the Agreement, the aggrieved Party shall issue a written notice to the other Party to the agreement that specifies the dispute and the Agreement articles that are disputed.
- 8.3 A meeting between the Parties shall be held within ten days after receipt of the written notice. Persons with decision-making authority from each Party shall attend the meeting. If the dispute involves technical issues, persons with sufficient technical expertise and familiarity with the issue in dispute from each Party shall also attend the meeting. The meeting may be conducted by teleconference.
- 8.4 After the first meeting, each Party may seek resolution through complaint or mediation procedures available at the Commission. The Commission may designate an engineer from the Commission's Energy Division to assist in resolving the dispute. Dispute resolution shall be conducted in a manner designed to minimize costs and delay. Dispute resolution may be conducted by phone.
- 8.5 Pursuit of dispute resolution may not affect an interconnection request or an interconnection applicant's position in the EDC's interconnection queue.
- 8.6 If the Parties fail to resolve their dispute under the dispute resolution provisions of this Article, nothing in this Article shall affect any Party's rights to obtain equitable relief, including specific performance, as otherwise provided in this Agreement.

Article 9. Miscellaneous**9.1 Governing Law, Regulatory Authority, and Rules**

The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State of Illinois, without regard to its conflicts of law principles. This Agreement is subject to all applicable laws and regulations. Each Party expressly reserves the right to seek change in, appeal, or otherwise contest any laws, orders or regulations of a governmental authority. The language in all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against the EDC or interconnection customer, regardless of the involvement of either Party in drafting this Agreement.

9.2 Amendment

Modification of this Agreement shall be only by a written instrument duly executed by both Parties.

9.3 No Third-Party Beneficiaries

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations in this Agreement assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

9.4 Waiver

9.4.1 Except as otherwise provided in this Agreement, a Party's compliance with any obligation, covenant, agreement, or condition in this Agreement may be waived by the Party entitled to the benefits thereof only by a written instrument signed by the Party granting the waiver, but the waiver or failure to insist upon strict compliance with the obligation, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

9.4.2. Failure of any Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement, or to give notice or declare this Agreement or the rights under this Agreement terminated, shall not constitute a waiver or relinquishment of any rights set out in this Agreement, but the same shall be and remain at all times in full force and effect, unless and only to the extent expressly set forth in a written document signed by that Party granting the waiver or relinquishing any such rights. Any waiver granted, or relinquishment of any right, by a Party shall not operate as a relinquishment of any other rights or a waiver of any other failure of the Party granted the waiver to comply with any obligation, covenant, agreement, or condition of this Agreement.

- 9.5 **Entire Agreement**
Except as provided in Article 9.1, this Agreement, including all attachments, constitutes the entire Agreement between the Parties with reference to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants that constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement.
- 9.6 **Multiple Counterparts**
This Agreement may be executed in two or more counterparts, each of which is deemed an original, but all constitute one and the same instrument.
- 9.7 **No Partnership**
This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties, or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.
- 9.8 **Severability**
If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other governmental authority, (1) that portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by the ruling, and (3) the remainder of this Agreement shall remain in full force and effect.
- 9.9 **Environmental Releases**
Each Party shall notify the other Party of the release of any hazardous substances, any asbestos or lead abatement activities, or any type of remediation activities related to the distributed generation facility or the interconnection facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall (1) provide the notice as soon as practicable, provided that Party makes a good faith effort to provide the notice no later than 24 hours after that Party becomes aware of the occurrence, and (2) promptly furnish to the other Party copies of any publicly available reports filed with any governmental authorities addressing such events.
- 9.10 **Subcontractors**
Nothing in this Agreement shall prevent a Party from using the services of any subcontractor it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing services and each Party shall remain primarily liable to the other Party for the performance of the subcontractor.

- 9.10.1 A subcontract relationship does not relieve any Party of any of its obligations under this Agreement. The hiring Party remains responsible to the other Party for the acts or omissions of its subcontractor. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of the hiring Party.
- 9.10.2 The obligations under this Article cannot be limited in any way by any limitation of subcontractor's insurance.

Article 10. Notices**10.1 General**

Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if delivered in person, delivered by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

If to Interconnection Customer:

Interconnection Customer: Riverway Dr Solar, LLC
 Attention: GreenKey Solar, LLC
 Address: 73 W Monroe St
 City: Chicago State: IL Zip: 60603
 Phone: (336) 706-2043 Fax: _____ E-Mail: hunter@greenkeysolar.com

If to EDC:

EDC: Ameren Illinois Company
 Attention: Supervisor Distribution Design
 Address: 607 E Adams St – Room 900
 City: Springfield State: IL Zip: 62701
 Phone: 217-535-5073 Fax: _____ E-Mail: RenewablesIllinois@ameren.com

Alternative Forms of Notice

Any notice or request required or permitted to be given by either Party to the other Party and not required by this Agreement to be in writing may be given by telephone, facsimile or e-mail to the telephone numbers and e-mail addresses set out above.

10.2 Billing and Payment

Billings and payments shall be sent to the addresses set out below:

If to Interconnection Customer:

Interconnection Customer: Riverway Dr Solar, LLC
 Attention: GreenKey Solar, LLC
 Address: 73 W Monroe St
 City: Chicago State: IL Zip: 60603

If to EDC:

EDC: <u>Ameren Illinois</u>			
Attention: <u>Brian Cuffle</u>			
Address: <u>607 E Adams St</u>			
City: <u>Springfield</u>	State: <u>IL</u>	Zip: <u>62701</u>	

10.3 Designated Operating Representative

The Parties may also designate operating representatives to conduct the communications that may be necessary or convenient for the administration of this Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party's facilities.

Interconnection Customer's Operating Representative: <u>GreenKey Solar, LLC</u>			
Attention: <u>John Hunter Strader</u>			
Address: <u>73 W Monroe St</u>			
City: <u>Chicago</u>	State: <u>IL</u>	Zip: <u>60603</u>	

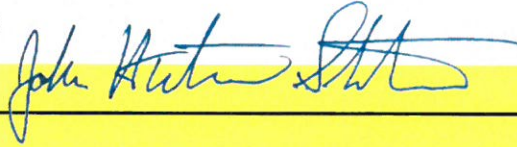
EDC's Operating Representative: <u>Ameren Illinois</u>			
Attention: <u>Brian Cuffle</u>			
Address: <u>607 E Adams St</u>			
City: <u>Springfield</u>	State: <u>IL</u>	Zip: <u>62701</u>	

10.4 Changes to the Notice Information

Either Party may change this notice information by giving five business days written notice before the effective date of the change.

Article 11. Signatures

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

For the Interconnection Customer: -Name: John Hunter StraderTitle: Authorized PersonDate: 10/23/2018**For EDC:**Name: Brian CuffleTitle: Supervisor Distribution DesignDate: 7/13/18

Attachment 1

Definitions

Adverse system impact – A negative effect that compromises the safety or reliability of the electric distribution system or materially affects the quality of electric service provided by the electric distribution company (EDC) to other customers.

Applicable laws and regulations – All duly promulgated applicable federal, State and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any governmental authority, having jurisdiction over the Parties.

Commissioning test – Tests applied to a distributed generation facility by the applicant after construction is completed to verify that the facility does not create adverse system impacts. At a minimum, the scope of the commissioning tests performed shall include the commissioning test specified IEEE Standard 1547 Section 5.4 "Commissioning tests."

Distributed generation facility – The equipment used by an interconnection customer to generate or store electricity that operates in parallel with the electric distribution system. A distributed generation facility typically includes an electric generator, prime mover, and the interconnection equipment required to safely interconnect with the electric distribution system or a local electric power system.

Distribution upgrades – A required addition or modification to the EDC's electric distribution system at or beyond the point of interconnection to accommodate the interconnection of a distributed generation facility. Distribution upgrades do not include interconnection facilities.

Electric distribution company or EDC – Any electric utility entity subject to the jurisdiction of the Illinois Commerce Commission.

Electric distribution system – The facilities and equipment used to transmit electricity to ultimate usage points such as homes and industries from interchanges with higher voltage transmission networks that transport bulk power over longer distances. The voltage levels at which electric distribution systems operate differ among areas but generally carry less than 100 kilovolts of electricity. Electric distribution system has the same meaning as the term Area EPS, as defined in 3.1.6.1 of IEEE Standard 1547.

Facilities study – An engineering study conducted by the EDC to determine the required modifications to the EDC's electric distribution system, including the cost and the time required to build and install the modifications, as necessary to accommodate an interconnection request.

Force majeure event – Any act of God, labor disturbance, act of the public enemy, war, acts of terrorism, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment through no direct, indirect, or contributory act of a Party, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any

other cause beyond a Party's control. A force majeure event does not include an act of gross negligence or intentional wrongdoing.

Governmental authority – Any federal, State, local or other governmental regulatory or administrative agency, court, commission, department, board, other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that this term does not include the interconnection customer, EDC or any affiliate of either.

IEEE Standard 1547 – The Institute of Electrical and Electronics Engineers, Inc. (IEEE), 3 Park Avenue, New York NY 10016-5997, Standard 1547 (2003), "Standard for Interconnecting Distributed Resources with Electric Power Systems."

IEEE Standard 1547.1 – The IEEE Standard 1547.1 (2005), "Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems."

Interconnection agreement or Agreement – The agreement between the interconnection customer and the EDC. The interconnection agreement governs the connection of the distributed generation facility to the EDC's electric distribution system and the ongoing operation of the distributed generation facility after it is connected to the EDC's electric distribution system.

Interconnection customer – The entity entering into this Agreement for the purpose of interconnecting a distributed generation facility to the EDC's electric distribution system.

Interconnection equipment – A group of components or an integrated system connecting an electric generator with a local electric power system or an electric distribution system that includes all interface equipment, including switchgear, protective devices, inverters or other interface devices. Interconnection equipment may be installed as part of an integrated equipment package that includes a generator or other electric source.

Interconnection facilities – Facilities and equipment required by the EDC to accommodate the interconnection of a distributed generation facility. Collectively, interconnection facilities include all facilities, and equipment between the distributed generation facility and the point of interconnection, including modification, additions, or upgrades that are necessary to physically and electrically interconnect the distributed generation facility to the electric distribution system. Interconnection facilities are sole use facilities and do not include distribution upgrades.

Interconnection request – An interconnection customer's request, on the required form, for the interconnection of a new distributed generation facility, or to increase the capacity or change the operating characteristics of an existing distributed generation facility that is interconnected with the EDC's electric distribution system.

Interconnection study – Any of the following studies, as determined to be appropriate by the EDC: the interconnection feasibility study, the interconnection system impact study, and the interconnection facilities study.

Illinois standard distributed generation interconnection rules – The most current version of the procedures for interconnecting distributed generation facilities adopted by the Illinois Commerce Commission. See 83 Ill. Adm. Code 466.

Parallel operation or Parallel – The state of operation that occurs when a distributed generation facility is connected electrically to the electric distribution system.

Point of interconnection – The point where the distributed generation facility is electrically connected to the electric distribution system. Point of interconnection has the same meaning as the term "point of common coupling" defined in 3.1.13 of IEEE Standard 1547.

Witness test – For lab-certified equipment, verification (either by an on-site observation or review of documents) by the EDC that the interconnection installation evaluation required by IEEE Standard 1547 Section 5.3 and the commissioning test required by IEEE Standard 1547 Section 5.4 have been adequately performed. For interconnection equipment that has not been lab-certified, the witness test shall also include verification by the EDC of the on-site design tests required by IEEE Standard 1547 Section 5.1 and verification by the EDC of production tests required by IEEE Standard 1547 Section 5.2. All tests verified by the EDC are to be performed in accordance with the test procedures specified by IEEE Standard 1547.1.

Attachment 2**Construction Schedule, Proposed Equipment & Settings**

This attachment is to be completed by the interconnection customer and shall include the following:

1. The construction schedule for the distributed generation facility.

This will be generated once the REC's are awarded and the applicant provides confirmation that project will be moving forward. +-20% estimate included in attachment #3.

2. A one-line diagram indicating the distributed generation facility, interconnection equipment, interconnection facilities, metering equipment, and distribution upgrades.
3. Component specifications for equipment identified in the one-line diagram.
4. Component settings.
5. Proposed sequence of operations.
6. A three line diagram showing current potential circuits for protective relays.
7. Relay tripping and control schematic diagram.

Attachment 3

Description, Costs and Time Required to Build and Install the EDC's Interconnection Facilities

This attachment is to be completed by the EDC and shall include the following:

1. Required interconnection facilities, including any required metering.

Per the prior studies - EDC shall build the substation facilities as required to support the interconnection of the interconnection customer proposed facility up to the point of disconnect. The interconnection would consist of the installation of substation transformer controller upgrade, tap pole and dead end pole, diamondback switch, and SCADA metering. The interconnection customer would be responsible for construction to the point of disconnect. All costs shall be paid for and/or reimbursed by the interconnection customer pursuant to Article 5 of this agreement. The interconnection customer is required to construct all facilities which connect to EDC's facilities or otherwise interface with EDC's facilities, all as determined by EDC's final, detailed engineering, in accordance with EDC's published standards.

Additional required interconnection facilities and system upgrades may be identified while completing Detailed Engineering.

2. An estimate of itemized costs charged by the EDC for interconnection, including overheads, based on results from prior studies.

Riverway Dr Solar: Koch St Pekin, IL-DER180471

Cost Estimate=\$110,000.00– including tax gross-up and overhead.

Costs include installing primary metering and SCADA controlled disconnect switch, upgrading LTC controller to be compatible with co-gen, and changing the settings on cap bank 211048 so that it is not affected by the DER cycling

Estimates will be revised once RECs are awarded.

Ameren Illinois reserves the right to revise this estimate prior to and during construction based on the requirements of Good Utility practices not foreseen at the time of the original estimate. The revisions to the estimate may include, including but are not limited to, changes in the cost of materials, required labor, and the awarding of REC's to the developer.

3. An estimate for the time required to build and install the EDC's interconnection facilities based on results from prior studies and an estimate of the date upon which the facilities will be completed.

Attachment 4

Operating Requirements for Distributed Generation Facilities Operating in Parallel

The EDC shall list specific operating practices that apply to this distributed generation interconnection and the conditions under which each listed specific operating practice applies.

Attachment 5

Monitoring and Control Requirements

This attachment is to be completed by the EDC and shall include the following:

1. The EDC's monitoring and control requirements must be specified, along with a reference to the EDC's written requirements documents from which these requirements are derived.
2. An internet link to the requirements documents.

<https://www.ameren.com/service-manual>

<http://standards.ieee.org>

Attachment 6

Metering Requirements

This attachment is to be completed by the EDC and shall include the following:

1. The metering requirements for the distributed generation facility.

The specific metering requirements and equipment will be specified as part of the Detailed Engineering.

2. Identification of the appropriate tariffs that establish these requirements.
3. An internet link to these tariffs.

<https://www.ameren.com/illinois/business/rates/>

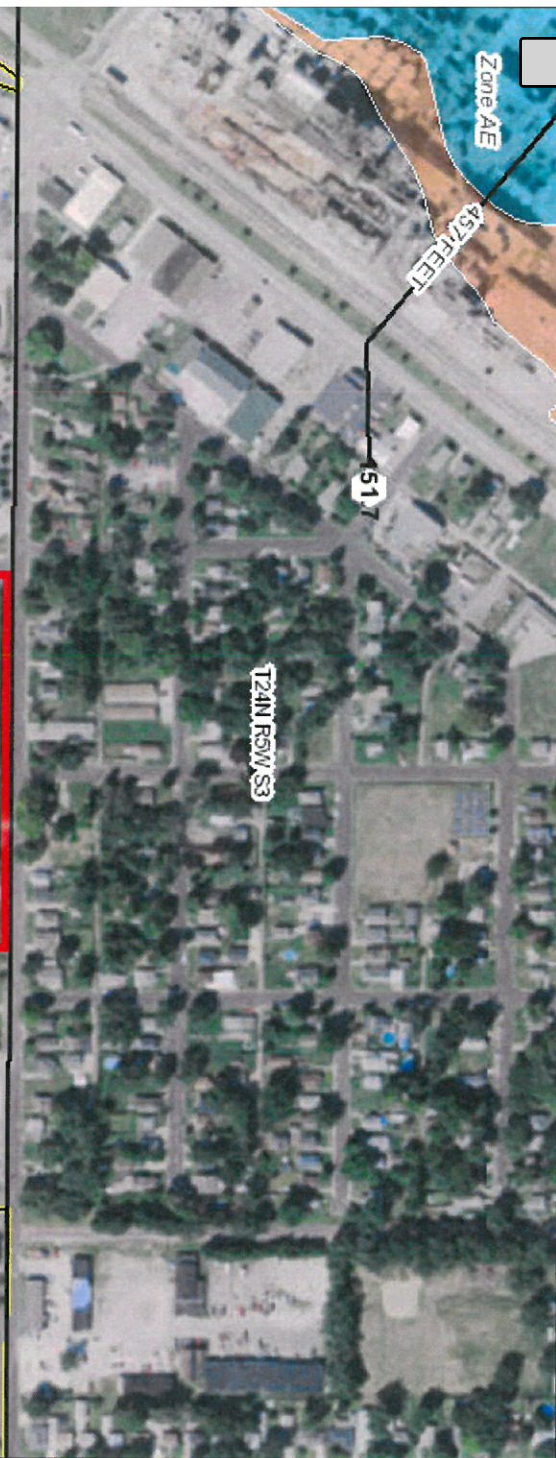
<https://www.ameren.com/illinois/electric-choice/renewables>

Attachment 7**As Built Documents**

This attachment is to be completed by the interconnection customer and shall include the following:

When it returns the certificate of completion to the EDC, the interconnection customer shall provide the EDC with documents detailing the as-built status of the following:

1. A one-line diagram indicating the distributed generation facility, interconnection equipment, interconnection facilities, and metering equipment.
2. Component specifications for equipment identified in the one-line diagram.
3. Component settings.
4. Proposed sequence of operations.
5. A three-line diagram showing current potential circuits for protective relays.
6. Relay tripping and control schematic diagram.



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS	Without Base Flood Elevation (BFE) Zone A, V, AE9 With BFE or Depth Zone AE, AO, AH, VE, AR Regulatory Floodway
	0.2% Annual Chance Flood Hazard, Area of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile (Zone X)

OTHER AREAS OF FLOOD HAZARD	Area with Flood Risk due to Levee Zone D
	Area of Minimal Flood Hazard Zone X
	Effective LOMRS
	Area of Undetermined Flood Hazard Zone

OTHER AREAS	GENERAL STRUCTURES
	Channel, Culvert, or Storm Sewer
	Levee, Dike, or Floodwall

OTHER FEATURES	OTHER
	Cross Sections with 1% Annual Chance
	Water Surface Elevation
	Coastal Transect
	Base Flood Elevation Line (BFE)
	Limit of Study
	Jurisdiction Boundary
	Coastal Transect Baseline
	Profile Baseline
	Hydrographic Feature

MAP PANELS	MAP PANELS
	Digital Data Available
	No Digital Data Available
	Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 11/19/2018 at 7:22:52 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRIM panel number, and FIRIM effective date. Map images for unmapped and undetermined areas cannot be used for regulatory purposes.



Riverway Dr Solar, LLC
COMMERCIAL/LARGE SCALE SOLAR FARM
WEED CONTROL PLAN (DRAFT)

NOVEMBER 20, 2018

Special Use Permit – Addendum to Submittal
City of Pekin

Prepared by GreenKey Solar, LLC

Overview

Riverway Dr Solar, LLC is proposing a project located south of the City of Pekin, south of Koch St and approximately .20 miles from IL-29. The purpose of the project is to construct a solar facility on approximately 15 acres portion of the subject tract (10-10-10-100-047).

The goal of this weed mitigation plan is to implement early detection protocols, define containment strategies, and put into practice methods of control and monitoring to minimize the spread of weeds during Project construction and rehabilitation activities. Noxious weeds are opportunistic plants that readily colonize disturbed areas and adversely affect the habitats they invade.

The following best management practices will be implemented on an as needed basis per the development and construction of this proposed commercial/large scale solar farm.

CONSTRUCTION

Construction crews will be responsible for inspecting construction areas, identifying the presence of noxious weeds, and inspecting equipment for weed seed removal. Monitoring construction areas for weed arrivals will be conducted on a regular basis, and will consist of surveying the construction areas and access points and documenting the presence of non-native plant species.

General prevention measures implemented prior to and during construction activities may include:

- Minimizing the clearing of existing vegetation to the greatest practicable extent
- Cleaning and inspecting equipment prior to entering/exiting the site to avoid transporting weeds onto the site.
- Inspecting for weeds, materials such as gravel or fill for roads, nursery plants, or vegetation removed from the site prior to transporting to/from the site.

TEMPORARILY DISTURBED AREAS

Temporarily disturbed areas will be revegetated and will require ongoing monitoring. Following construction activities, the site will be replanted with a customized local seed mix that will consider the vegetation currently on site and the objectives for the seeding.

PROJECT COMPLIANCE

The project will be inspected weekly throughout the period of construction. The visual inspection will ascertain the effectiveness of current implemented practices and additional needs for weed control. If the inspection indicates the currently employed best management practices are adequately addressing weed issues, no changes will be made to the implementation plan. If, however, the current practices are not adequate, changes will be made to these practices or additional practices will be employed to adequately address weed control.

After construction is complete, weeds will be monitored for on a regular basis. Hand eradication will be the primary course of action, although spraying or grazing with livestock may be utilized if it is deemed more effective over the long term. If additional seeding is needed to improve ground cover, a native grass seed mix will be reapplied.

Additional eradication measures or additional monitoring may be needed if conditions worsen on site. Consultation with the Tazewell County Soil & Water Conservation District may be sought if weed infestation persist or worsen, or if native seeds and plants fail to thrive.

Additionally, all site activity has been approved per EcoCat Natural Resource Review results that noted no record of State-listed threatened or endangered species in the vicinity of the project location.



Riverway Dr Solar, LLC
COMMERCIAL/LARGE SCALE SOLAR FARM
FIRE CONTROL PLAN (DRAFT)

NOVEMBER 20, 2018

Special Use Permit – Addendum to Submittal
City of Pekin

Prepared by GreenKey Solar, LLC

Overview

Riverway Dr Solar, LLC is proposing a project located south of the City of Pekin, south of Koch St and approximately .20 miles from IL-29. The purpose of the project is to construct a solar facility on approximately 15 acres portion of the subject tract (10-10-10-100-047).

The goal of this draft Fire Plan is to implement fire prevention and mitigation techniques, and address any concerns in regard to fire safety during the development of the Riverway Dr Solar, LLC proposed solar development.

The following best management practices will be implemented on an as needed basis per the development and construction of this proposed commercial/large scale solar farm.

CONSTRUCTION

Construction crews will be responsible for inspecting construction areas for standard safety and fire prevention standards as dictated by national organizations such as OSHA

General prevention measures implemented prior to and during construction activities may include:

- Minimizing the clearing of existing vegetation
- Inspecting fire safety compliance during all construction activities
- During construction, all required fire mitigation systems will be present at construction trailer and labeled accordingly

PRECAUTIONS AND SITE MITIGATION

All site setbacks, and building area and bulk requirements have been complied. By complying with these jurisdictional standards, fire-fighting purposes have room to put out any potential and unexpected future fire hazards or occurrences.

Access roads and proper right-of-way permits will be entitled in order to provide access for all authorized and emergent vehicles, including Pekin Fire Department). Should the Pekin Fire Department require review and approval of all site plan documents, our team will comply with these requests and coordinate with building officials accordingly.

PROJECT COMPLIANCE

Fire safety will be overseen by the construction or general contracting company that will be commissioned to develop this site. Each candidate will be required to follow all state and local fire safety requirements.

TO Pekin Daily Times: Please publish one time on the 25th day of October, 2018.

LEGAL NOTICE for PUBLIC HEARING

Notice is hereby given that a **PUBLIC HEARING** will be held for a Special Use Petition submitted by GreenKey Solar, LLC to construct a solar farm use on a vacant parcel located on Koch Street in the I-1, Industrial District, with a Legal Description of Sec 10 T24N R5W w ½ (Exc. SLY 120 Ft. & WLY 25 Ft.) NE 1/ of NW ¼ 17.99 AC in Tazewell County, IL, with a P.I.N. # of 10-10-10-100-047.

Said **Public Hearing** of the above petition to be held at a regular Meeting of the **Pekin Planning Commission**, 111 South Capitol Street, City Hall, City of Pekin, Illinois, on the 14th day of **November, 2018**, at the hour of **5:30 P.M.**

All persons having an interest there in may appear to be heard.

Dated this 19th day of October, 2018.

John R. Lebegue
Building Inspections / Development Director
City of Pekin



Community. Opportunity. Home.

City of Pekin- Zoning and Inspections Department

111 S. Capitol Street, Pekin, Illinois 61554 – (309) 477-2315

Current Resident/Owner,

Notice is hereby given that a **PUBLIC HEARING** will be held for a Special Use Petition submitted by GreenKey Solar, LLC to construct a solar farm use on a vacant parcel located on Koch Street in the I-1, Industrial District, with a Legal Description of Sec 10 T24N R5W w 1/2 (Exc. SLY 120 Ft. & WLY 25 Ft.) NE 1/ of NW 1/4 17.99 AC in Tazewell County, IL, with a P.I.N. # of 10-10-10-100-047.

Said review of the above petition to be held at a regular Meeting of the **Pekin Plan Commission**, 111 South Capitol Street, City Hall, City of Pekin, Illinois, on the **14th day of November, 2018**, at the hour of **5:30 P.M.**

All persons having an interest there in may appear to be heard.

John R. Lebegue
Building Inspections / Development Director
City of Pekin

John R. Lebegue
Building Inspections / Development Director
jrlebegue@ci.pekin.il.us
Office: (309) 478-5370



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: November 16, 2018

From: Sue McMillan, City Clerk

Sue McMillan, City Clerk

AGENDA ITEM: Intergovernmental Recycling Grant Agreement

AGENDA DATE REQUESTED: November 26, 2018

ACTION REQUESTED: Approve the agreement to receive grant funds in the amount of \$70,010.00 for recycling collection program.

DESCRIPTION: Tazewell County has historically provided grant funding to support recycling efforts of the City of Pekin. Such funding each year is established through an intergovernmental agreement between the two units of local government. The funding allocation in FY19 is for \$69,010.00 requested and an additional \$1,000 to help with the purchase of recycling carts for the City as outlined in the application submitted in August 2018. Reporting guidelines are required so that the County can determine the diversion rate of recycled materials from the landfill. A midyear budget and report must be submitted by July 30, 2019

FINANCIAL IMPACT: \$70,010.00 received into Fund 223-026-442700 to support recycling efforts by the City of Pekin.

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: Enhancement of recycling program in Pekin.

IMPACT IF DENIED: Loss of anticipated/budgeted recycling revenue.

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

REQUIRED SIGNATURES

Department Directors and City Staff:

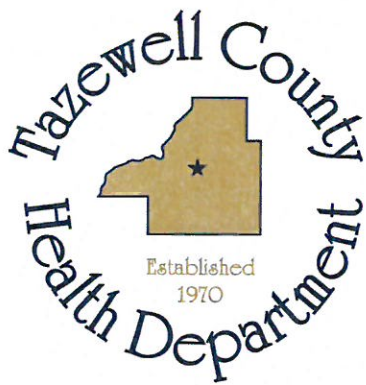
Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:



RECEIVED
OCT 18 2018
CITY CLERK

October 17, 2018

Mayor McCabe
City of Pekin
111 S. Capitol St.
Pekin, IL 61554

Dear Mayor McCabe:

Enclosed, please find two copies of the 2019 recycling grant intergovernmental agreement. Please sign and return both copies to this office by November 19, 2018. A fully signed and executed contract will be returned to you along with the grant check.

Please call Evelyn Neavear if you have any questions, 309-929-0250.

Sincerely,
Tazewell County Health Department

Melissa Goetze B.S., LEHP, REHS/RS
Environmental Health Supervisor

TAZEWELL COUNTY HEALTH DEPARTMENT
21306 Illinois Route 9
Tremont, IL 61568-9252 309/929-0250

CONTRACT

THIS AGREEMENT is entered into by and between the **CITY OF PEKIN** (hereinafter referred to as GRANTEE), and the COUNTY OF TAZEWELL, a body politic and corporate, (hereinafter referred to as the COUNTY).

COUNTY OBLIGATIONS

The COUNTY agrees to provide a grant in the amount of **\$70,010.00**. Payment shall be made in full and shall be authorized upon execution of this Agreement. Payment shall be made in full and shall be authorized upon execution of this Agreement. The grant shall commence on **1/01/2019** and end on **12/31/19**. All funds that have not been expended or legally obligated by the expiration or termination of this Agreement will have to be returned to the COUNTY within 45 days following the expiration or termination of the Agreement.

GRANTEE OBLIGATIONS

The Grantee agrees that all grant monies will be used in support of and in connection with the COUNTY approved recycling collection program. The COUNTY will monitor the recycling program to ensure it remains in compliance with the COUNTY'S IEPA approved Solid Waste Management Plan. Failure of Grantee to comply with this Plan will require forfeiture of all unused grant funds.

A midyear budget and report must be submitted by July 30, 2019 and a final project report, to be made on a form provided by the County, shall be completed and submitted no later than March 30, 2020. The final report shall provide the quantity (in pounds or tons) of waste reduced, reused or recycled, that was diverted from the waste stream.

Any modifications from the original grant application must be submitted to the County for review a minimum of 10 days prior to acting on the changes. Modification requests may be sent to eneavear@tchd.net.

IN WITNESS THEREOF, the undersigned governmental units have caused this Agreement to be duly executed.

TAZEWELL COUNTY

By: _____
County Chairman

ATTEST: _____
County Clerk

Dated: _____

GRANTEE

By: _____
Mayor/Supervisor/President

ATTEST: _____
City Clerk

Dated: _____

Revised Intergovernmental Agreement 10/17/18

Attachment: TAZEWELL COUNTY RECYCLING AGREEMENT 2019 (1559 : Intergovernmental Recycling Grant Agreement)



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: November 20, 2018

From: Michael Guerra, City Engineer

AGENDA ITEM: 2019 Airport Farm Lease

AGENDA DATE REQUESTED: November 26, 2018

ACTION REQUESTED: To approve the farm lease with Mark Weyhrich for one year in the amount of \$145 per acre for a total value of \$17,719.00

DESCRIPTION: This motion is to approve a one year lease with Mark Weyhrich to farm available land at the Pekin Municipal Airport. With this lease the cash price per acre will increase to \$145 per acre for a total value of \$17,719.00 for next fiscal year. This is a 3.6% increase over the existing lease rate of \$140 per acre.

The lease term will expire October 31st, 2019.

FINANCIAL IMPACT: \$17,719.00 revenue that will be forecasted into the Fiscal year 2020 Airport Budget.

Fiscal year 2020 budget item:
525-525-4-91000 – Rental of Municipal Property.

NEIGHBORHOOD CONCERNS: No concerns as the land is currently being farmed

IMPACT IF APPROVED: The lease will signed allowing Mark Weyhrich to farm the available land for next season.

IMPACT IF DENIED: The lease will not be signed and Mark Weyhrich will not be allowed to be farm the land next year.

ALTERNATIVES: none

RELATED TO EFFICIENCY STUDY: Increase revenue for the Airport to make it more self-sufficient.

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

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

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

REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

**FARM LEASE AGREEMENT
PEKIN MUNICIPAL AIRPORT**

THIS LEASE is entered into this _____ day of _____, 2018, by and between CITY OF PEKIN, an Illinois municipal corporation, hereinafter referred to as "LANDLORD", and MARK WEYHRICH, hereinafter referred to as "TENANT".

Description of Land:

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

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

AND

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

AND

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

AND

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

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

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

1. **TERM:** The term of this lease shall be for a period of one (1) year from November 1, 2018 to October 31, 2019. TENANT shall surrender possession at the end of this lease.
2. **RENT:** The LANDLORD values the above-described farm at a price of ONE HUNDRED FORTY (\$145.00) Dollars per acre. The TENANT agrees to pay the LANDLORD an annual cash rent for the above-described farm in the amount of ONE HUNDRED FORTY FIVE DOLLARS. Dollars per acre consisting of 122.2 acres, or a total annual cash rent of SEVENTEEN THOUSAND SEVEN HUNDRED AND NINETEEN (\$17,719.00) Dollars on October 31, 2019.
3. **TENANT'S EXPENSES:** The TENANT agrees to furnish the property and to pay the items of expense listed below:

Attachment: 2018-2019 Proposed Farm Lease Final (1565 : 2019 Airport Farm Lease)

- A. All the machinery, equipment, labor, fuel and power necessary to farm the premises.
- B. The hauling to the farm and spreading, except when otherwise agreed, of all material required to farm the premises.
- C. The performing and furnishing of all work and labor required for repairing and improving the premises.
- D. All seed, inoculation, disease-treatment materials and fertilizers.

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

A. Activities required:

- 1. To cultivate the farm faithfully and in a timely, thorough and businesslike manner.
- 2. To inoculate all alfalfa and soybean seed sown on land not known to be thoroughly inoculated for the crop planted.
- 3. To prevent tramping of fields by stock and rooting by hogs when injury will be done.
- 4. To prevent noxious weeds from going to seed on said premises and to destroy the same and keep the weeds and grass cut.
- 5. To haul out and spread all manure as soon as practicable on appropriate fields.
- 6. To keep open ditches, tile drains, field outlets, grass waterways and terraces in good repair.
- 7. To preserve established watercourses or ditches, and to refrain from any operation that will injure them.
- 8. To keep the buildings, fences (including hedges), and other improvements on said premises in as good repair and condition as they are when they take possession, or in as good repair and condition as they may be put by the LANDLORD during the term of the lease, ordinary wear, loss by fire or unavoidable destruction excepted.
- 9. To take proper care of all trees, vines and shrubs, and to prevent injury to the same.
- 10. To keep the farmstead neat and orderly.
- 11. To prevent all unnecessary waste or loss or damage to the property of the LANDLORD.
- 12. To comply with rules and regulations of the Illinois Pollution Control Board.
- 13. To practice fire prevention, follow safety rules and abide by restrictions in the LANDLORD'S insurance contracts.
- 14. Provide a copy of all soil tests to the LANDLORD that is performed on the acreage farmed
- 15. Provide yield results from previous year.

B. Activities restricted:

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

from erecting, or permitting to be erected, any building or other structure on the Airport which, in the opinion of the Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.

5. CROP CHOICE: TENANT shall have the right to determine what crops shall be planted and where they shall be planted, subject to the consent of the LANDLORD the State of Illinois and the Federal Aviation Administration, which consent may not be unreasonably withheld.
6. DEFAULT, YIELDING POSSESSION, RIGHT OF ENTRY AND RIGHT TO SELL OR LEASE PREMISES:
 - A. Termination upon default: If either party fails to carry out substantially the terms of this lease in due and proper time, the lease may be terminated by the other party by serving a written notice citing the insurance(s) of default and specifying a termination date of thirty (30) days from the date of such notice. Settlement shall then be made in accordance with the provisions of Clause C of this section.
 - B. Yielding possession: The TENANT agrees that at the expiration or termination of this lease they will yield possession of the premises to the LANDLORD without further demand or notice. If the TENANT fails to yield possession, he shall pay to the LANDLORD a penalty of One Hundred (\$100.00) Dollars per day, or if a penalty is not specified, the statutory double rent shall apply for each day they remain in possession thereafter, in addition to any actual damages caused by the TENANT in the LANDLORD'S land or improvements, and said payments shall not entitle said TENANT to any interest of any kind or character in or on the premises.
 - C. LANDLORD'S lien for rent and performances: The LANDLORD'S lien as provided by law on crops grown or growing shall be the security for the rent herein specified and for the faithful performance of the terms of the lease. If the TENANT shall fail to pay the rent due or shall fail to keep any of the agreements of this lease, all costs and attorney's fees of the LANDLORD in enforcing collection of performance shall be added to and become a part of the obligations payable by the TENANT hereunder.
 - D. LANDLORD'S right of entry during term of lease: The LANDLORD reserves the right of himself, his agents, employees or assigns to enter upon said premises at any reasonable time for the purpose of viewing the same, for purposes of showing same for sale, of working or making repairs or improvements thereon, of developing mineral resources as provided in Clause E below, or, after constructive notice has been given that the lease may not be extended, of plowing after severance of crops, of seeding, or of applying fertilizers and doing other field work.
 - E. Solar Project: LANDLORD maintains the full right to enter upon the premises and to construct a solar array farm ("Solar Project") upon 10 acres of its farmland south of the airport runway. LANDLORD maintains full liberty to pass over said premises to implement its Solar Project with vehicles and lay down and work any power lines and structures as may be necessary or convenient for the above purpose. The LANDLORD agrees to reimburse the TENANT for any actual damage he may suffer for crops destroyed by these activities and to release the TENANT from obligation to continue farming the Solar Project site.

7. INDEMNIFICATION. TENANT shall indemnify and defend LANDLORD from any claim, loss, or liability arising out of or related to any activity of TENANT on the demised premises or any condition of the demised premises in the possession or under the control of TENANT.
8. INSURANCE. TENANT shall procure and maintain during the term of this lease agreement, insurance, as follows:
 - A. Public liability and property damage insurance with a responsible insurance company with limits of not less than \$300,000.00 for the injury to one person, \$1,000,000.00 for injury to two or more persons in one occurrence, and \$150,000.00 for damage to property.
 - B. Such insurance shall cover all risks arising directly or indirectly out of TENANT's activities on or any condition of the demised premises whether or not related to an occurrence caused or contributed to by LANDLORD's negligence, shall protect TENANT against the claims of LANDLORD on account of the obligations assumed by TENANT in this agreement, and shall protect LANDLORD and TENANT against claims of third persons.
 - C. Certificates evidencing such insurance and bearing endorsements requiring and any written notice to LANDLORD at least 90 days prior to any change or cancellation, shall be furnished to LANDLORD.
9. BINDING ON SUCCESSORS. The terms of this lease shall be binding on the successors, heirs, executors, administrators and assigns of both LANDLORD and TENANT in like manner as upon the original parties.
10. MODIFICATION OF AGREEMENT. Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if in writing signed by each party or an authorized representative of each party.
11. GOVERNING LAW AND NATIONAL EMERGENCY. This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois.
 - A. In the event the Federal Statutes, FAA Regulations or Code of Federal Regulations referred to herein shall be altered or amended, then the terms and conditions of this agreement will be automatically amended to conform to such changes and to bring this agreement not only in compliance with, but with no greater restrictions than are required by said Federal Statutes, FAA Regulations or Code of Federal Regulations.
 - B. During the time of war or national emergency, Landlord shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use; and if such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of this lease to the Government shall be suspended.
12. NO WAIVER. The failure of either party to this agreement to insist on the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

13. NOTICES. Any notice provided for or concerning this agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this agreement.
14. NO PARTNERSHIP. It is expressly agreed that this agreement is one of lease and not of partnership, and LANDLORD shall not be or become responsible for any debts contracted by TENANT.
15. PARAGRAPH HEADINGS. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.
16. TERMINATION FOR BANKRUPTCY OF TENANT. If at any time during the term of this lease agreement there shall be filed by or against TENANT in any court, pursuant to any statute either of the United States or of any state, a petition in bankruptcy or insolvency or for reorganization or appointment of a receiver or trustee of all or a part of the property of TENANT, or if TENANT makes an assignment for the benefit of creditors, this lease agreement, at LANDLORD's option, exercised after expiration of the period provided below, may be canceled and terminated and all rents shall become due immediately. In that event, neither TENANT nor any person claiming through or under TENANT by virtue of any statute or of an order of any court shall be entitled to possession or to remain in possession of the demised premises, but shall promptly quit and surrender the demised premises.
17. LAND USE. The premises leased herein may be used by the TENANT solely for agricultural crop production and related purposes. The agricultural crop production shall not be in conflict with Federal, State or local restrictions, regulations and laws pertaining to land used located next to or near airports. This Lease shall be subordinate to the provisions of any existing lease, agreement or regulation between Lessor and the United States, relative to the operation or maintenance of the Airport.

LANDLORD: CITY OF PEKIN, an Illinois Municipal Corporation

Name: _____

Title: _____

Date: _____

TENANT

Name: _____

Title: _____

Date: _____



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: November 20, 2018

From: Michael Guerra, City Engineer

AGENDA ITEM: Resolution for Storm Water Fall of 2018 Bids and Engineering Tasks

AGENDA DATE REQUESTED: November 26, 2018

ACTION REQUESTED: To approve Resolution 126-18/19 recommendation by the City Council Sub Committee on Storm Water for the allocation of \$250,000 of the impound fees in the Capital Fund, to award three construction project bids, and four engineering task orders.

DESCRIPTION: The City Council Sub Committee for Storm Water Infrastructure voted at its November 19th meeting to recommend the City Council to approve the awarding of three projects bids and issue four engineering task orders in order to continue its plan to address storm water issues in the community. The recommendation included the following construction projects for award:

1. **18th Street/West Shore Culvert Repair** to Otto Baum in the amount of \$65,266.88. This project is to line the existing culvert under West Shore that drains the ditch along 18th Street into Lake Arlan. The culvert has deteriorated along both sides causing sink holes to develop in the roadway. The City received four bids on this project along with alternate prices for a complete replacement of this culvert. Otto Baum was the low bidder on the base bid and was recommended for award.
2. **Thrush Ave. Repair** to Keppler Environmental Inc. in the amount of \$44,449.01. This project is to place additional Rip Rap in the Creek location to prevent further erosion of the stream bank and embankments. This will protect existing sewer infrastructure that is located in and near the creek along with preventing additional silt entering into Sunset Lake. The City received three bids on this project with Keppler Environmental being the low bid and recommended for award.
3. **Ironwood/Pine St. Repair** to Stark Excavating in the amount of \$17,910.00. This project is to clean and repair the existing inlet located in the ditch behind Pine Street. The existing inlet is in need of repair and often times becomes clogged with debris from the ditch. This slows the drainage of the creek in which the detention pond on Ironwood discharges its storm water. When the creek becomes backed up the detention pond will overflow and flood nearby homes. The City received five bids on this project with Stark being the low bid and recommended for award.

The recommendation also included the assignment of engineering task orders based on the master service agreements approved by the City Council during the October 22, 2018 meeting. These task

orders are the following:

1. Midwest Engineering and Associates task order for engineering service for repairs to **Vista Grande** in the amount of \$20,709. This task order is for engineering services to properly design a new storm sewer to redirect storm water from a hillside creek. Currently, during heavy rains the current storm sewer will get overtopped causing flooding in homes located adjacent to the inlet. This task order will be to design and draft the necessary plans to allow this project to let for construction next summer.
2. Midwest Engineering and Associates task order for engineering services for repairs to **Tharp Ave.** in the amount of \$20,648. This task order is for engineering services to properly design and extension and channel protection for a storm sewer outlet off of Tharp Ave. The current outlet is causing erosion of the embankment along the Brentwood Ditch causing property damage to the adjacent homes. This task order will be to design and draft the necessary plans to allow this project to let for construction next summer.
3. Farnsworth Group task order for engineering services for the study and recommendations for repairs for flooding for **Jane Street** neighborhood in the total amount of \$49,250. This task order is for engineering services to study and evaluate the existing infrastructure causing the flooding issue along with preliminary and final design for repairs based on recommendations from the initial evaluation. The task order will allow for possible repairs to be let for construction in 2020.
4. CMT task order for engineering services for the study and recommendation for repairs for flooding occurring at **Koch St and Riverway** in the amount of \$20,325. This task order is to evaluate the current capacities in the current storm water infrastructure located in the Riverway Business Park to divert flow off of the Derby Street storm sewer which is over capacitated. The task order will provide for an evaluation of the existing system for capacity along with preliminary engineering services. This will allow for a recommended repair to be performed next summer. There will be additional engineering required for final plans once the scope of the improvement is approved.

The City Council Sub Committee also recommended that up to \$250,000 from the impound fees dedicated to the Capital Fund be allocated to pay for the construction projects and the engineering tasks. This will allow for City staff to complete the construction projects as needed as they are estimated quantities with the final cost calculated at the completion of the project. Additional approval will be sought if the total cost of the construction and engineering services exceed the maximum of \$250,000.

FINANCIAL IMPACT: Allocation of \$250,000 of the impound fees dedicated to the Capital Fund and prioritized for Storm Water issues.

Budget:

Since the inception of the fund \$379,590 has accumulated from the impound fees.

The City Council has previously approved \$32,971 for the purchase of the mini-excavator and \$38,000 repairs performed by City crews. To date \$41,972 has been expended.

This proposal will allocate another \$250,000 from the fund to be utilized on the awards for the following Bids and engineering task orders:

- | | |
|--|-------------|
| 1. 18 th Street/West Shore Culvert Repair | \$65,266.88 |
| 2. Thrush Ave Repair | \$44,449.00 |
| 3. Ironwood/Pine St. Repair | \$17,910.00 |
| 4. Midwest Engineering for Vista Grande | \$20,709.00 |
| 5. Midwest Engineering for Tharp Ave. | \$20,648.00 |
| 6. Farnsworth Group for Jane St. Study | \$49,250.00 |

7. CMT for the Koch St. and Riverway \$20,325.00

These items will be expended out of the Budget line item 445-043-5-85400 Capital Purchase Storm.

NEIGHBORHOOD CONCERNS: Repairs to storm water infrastructure that resulted in damage to homes and property.

IMPACT IF APPROVED: The construction projects for the 18th Street and West Shore Culvert Repair, Thrush St Creek Repair, and Ironwood/Pine Street Repair will be awarded. Also Task orders for engineering will be approved for the Spring/Summer of 2019 projects.

IMPACT IF DENIED: The construction projects for the 18th Street and West Shore Culvert Repair, Thrush St Creek Repair, and Ironwood/Pine Street Repair will not be awarded and the projects will not be completed. Also Task orders for engineering will not approved for the Spring/Summer of 2019 projects so they will not be ready for construction next year.

ALTERNATIVES: N/A

RELATED TO EFFICIENCY STUDY: Capital planning for storm water related issues and creation of a funding source to resolve them.

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

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

REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

Resolution 126-18/19 recommendation by City Council Sub Committee on Storm Water for projects and engineering

WHEREAS, the City Council was given a list of known storm water issues in the City of Pekin; and

WHEREAS, the City Council created a subcommittee to review and prioritize storm water issues in the City of Pekin during the May 4th, 2018 council meeting; and

WHEREAS, the City Council has approved the subcommittee's recommendation for prioritization of the projects during the August 13, 2018 council meeting; and

WHEREAS, City staff was directed to begin repairs on the projects listed for the fall of 2018; and

WHEREAS, City staff sought bids for the 18th Street/West Shore Culvert Repair, the Thrush Ave. Repair, and the Ironwood/Pine Street Repair; and

WHEREAS, City staff sought engineering task orders from the master service agreements with Midwest Engineering and Associates, Farnsworth Group, and Crawford, Murphy and Till which were approved during the October 22, 2018 Council meeting for Tharp Ave. Repairs, Vista Grande Repairs, Jane Street flooding and Koch St. and Riverway Dr. flooding.

WHEREAS, authorization of an amount up to \$250,000 from the impound fees dedicated to the Capital Fund will be allocated to pay for the construction and engineering task orders; and

WHEREAS, the subcommittee will still provide a future recommendation for the full funding of these issues.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Pekin, Illinois, that the Mayor and the City staff is authorized to

- 1) Award the 18th St. /West Shore Culvert Repair to Otto Baum Company in the amount of \$65,266.88,
- 2) Award the Thrush St. Repair to Keppler Environmental Inc. in the amount of \$44,449.01,
- 3) Award the Ironwood/Pine Street Repair to Stark Excavating in the amount of \$17,910.00,
- 4) Issue a task order to Midwest Engineering and Associates, Inc. for their engineering services for the repairs to Vista Grande in the amount of \$20,709.00,
- 5) Issue a task order to Midwest Engineering and Associates, Inc. for their engineering services for the repairs on Tharp Ave. in the amount of \$20,648.00,
- 6) Issue a task order to Farnsworth Group for their engineering services for the flooding on Jane Street in the amount of \$49,250.00,
- 7) Issue a task order to Crawford, Murphy and Tilly for their engineering services for the flooding occurring at Koch St. and Riverway Dr. in the amount of \$20,325.00,
- 8) Authorization to pay for such expenses with impound fees dedicated in the Capital Fund

with amount not to exceed \$250,000, and execute any necessary documentation.

MAYOR

ATTEST:

CITY CLERK

Exhibit A

Infrastructure Committee Meeting 11/19/18

Contracted Projects Let for Bid

Project	Contractor/Firm	Bid Price	Engineer's Estimate
18th St. Culvert	Otto Baum Co. Inc.	\$65,266.88	\$50,000.00
Thrush Ave.	Keppler Environmental	\$44,449.00	\$50,000.00
Ironwood/Pine St.	Stark	\$17,910.00	\$20,000.00
Total		\$127,625.88	\$120,000.00

Engineering Tasks for FY20 Projects

Project	Firm	Proposed Fees:	Phase
716 Vista Grande	Midwest Engineering	\$20,709.00	All phases
Koch St. & Riverway Dr.	CMT	\$20,325.00	Phase 1&2 Evaluation and Prelim Design
1809 Tharp Ave.	Midwest Engineering	\$20,648.00	All Phases
Jane Street Study	Farnsworth Engineering	\$11,500.00	Phase 1 - Evaluation
		\$15,750.00	Phase 2 - Prelim Design
		\$22,000.00	Phase 3 - Final Design
Total		\$110,932.00	

Total Proposed \$238,557.88

Requested Allocation from Capital Fund (Storm Water) \$250,000

Exhibit B

11/19/2018

Infrastructure Committee Funds

Type of Project	Project	Engineering Fees	Construction Costs	Total Cost	Council Action
City Performed Projects	Mini-Excavator Purchase			\$32,971.00	Resolution #116-18/19 Allocating \$32,971
	Desoto Drive	\$0.00	\$5,300.00	\$5,300.00	Resolution #110-18/19 Allocating \$38,000
	Orchard Ave.	\$0.00	\$356.34	\$356.34	
	Dogwood Lane	\$0.00	\$3,344.46	\$3,344.46	
	Alley off Hecker Dr.	\$0.00	*	* \$6,000.00	
	2215 Willow St.	\$0.00	*	* \$3,500.00	
Contracted Projects	18th St. Culvert	\$0.00	\$65,266.88	\$65,266.88	
	1824 Parkfield	\$0.00	* \$25,000.00	* \$25,000.00	
	Thrush Ave.	\$0.00	\$44,449.00	\$44,449.00	
	2101 Windsor St.	postponed	----	----	
	Ironwood / Pine St.	\$0.00	\$17,910.00	\$17,910.00	
Consoultant Engineering for FY 20 Projects	Broadway Farms	other funding	----	----	
	716 Vista Grande	\$20,709.00		\$20,709.00	
	Koch St. & Riverway	\$20,325.00		\$20,325.00	
	1809 Tharp Ave.	\$20,648.00		\$20,648.00	
	Jane St. Study	\$49,250.00		\$49,250.00	

* indicates an estimated cost

FY19 Fiscal Year Budget Numbers

Total	\$315,029.68
Funds Available	\$379,590.00
Remaining	\$64,560.32

Local Public Age
Formal Contract

PROPOSAL SUBMITTED BY		
Otto Baum Co. Inc.		
Contractor's Name		
866 N Main St.		
Street		P.O. I
Morton	IL	615
City	State	Zip Co

STATE OF ILLINOIS

COUNTY Tazewell
City of Pekin
(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF
STREET NAME OR ROUTE 18th St Culvert Repair Project
SECTION NO. _____
TYPES OF FUNDS Local

☒ SPECIFICATIONS (required)☒ PLANS (required)☒ CONTRACT BOND (when required)**For Municipal Projects**
Submitted/Approved/Passed☒ Mayor ☐ President of Board of Trustees ☐ Municipal Official

Date

Attachment: 18th street contract (1564 : Resolution for Storm Water Fall of 2018 Bids and Engineering Tasks)

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route 18th / West Shore

1. THIS AGREEMENT, made and concluded the _____ day of November, 2018
 Month and Year
 between the City of Pekin
 acting by and through its Council known as the party of the first part,
Otto Baum Co. Inc. his/their executors, administrators, successors or assigns
 known as the party of the second part.

2. Witnesseth: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, the party of the first part, and according to the terms expressed in the Bond referring to the presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.

3. And it is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for 18th St. Culvert Repair Project, in Pekin, IL, are essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

Attest:

The _____ of _____

Clerk

By _____

Party of the First Part

(Seal)

(If a Corporation)

Corporate Name _____

By _____

President

Party of the Second Part

(If a Co-Partnership)

Attest:

Secretary

Partners doing Business under the firm name of _____

Party of the Second Part

(If an individual)

Party of the Second Part

Attachment: 18th street contract (1564 : Resolution for Storm Water Fall of 2018 Bids and Engineering Tasks)

RETURN WITH BID



Local Public Agency Formal Contract Proposal

PROPOSAL SUBMITTED BY		
Otto Baum Co., Inc.		
Contractor's Name		
866 N. Main St.		
Street		P.O. Box
Morton	IL	61550
City	State	Zip Code

STATE OF ILLINOIS

COUNTY OF Tazewell

(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE NO. 18th St. Culvert Repair Project

SECTION NO. _____

TYPES OF FUNDS Local☒ SPECIFICATIONS (required)☒ PLANS (required)

For Municipal Projects Submitted/Approved/Passed

☐ Mayor ☐ President of Board of Trustees ☒ Municipal Official

Date _____

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

RETURN WITH BID

NOTICE TO BIDDERS

County TazewellLocal Public Agency City of Pekin

Section Number _____

Route 18th St. Culvert Repair

Sealed proposals for the improvement described below will be received at the office of City of Pekin City Clerk,
111 S. Capitol St. until 10:00 AM on November 6, 2018
 Address Time Date

Sealed proposals will be opened and read publicly at the office of the City of Pekin City Clerk
111 S. Capitol St. at 10:00 AM on November 6, 2018
 Address Time Date

DESCRIPTION OF WORK

Name 18th Street Culvert Repair Project Length: _____ feet (_____ miles)Location City of PekinProposed Improvement Re-line 72 inch diameter, 70 feet long corrugated metal pipe culvert, pour concrete headwall at end of pipe, and all related work.

1. Plans and proposal forms will be available in the office of City Clerk, City Hall

111 S. Capitol Street Pekin, IL 61554
 Address

2. ☐ Prequalification

If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.

3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.

4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:

- a. BLR 12200: Local Public Agency Formal Contract Proposal
- b. BLR 12200a Schedule of Prices
- c. BLR 12230: Proposal Bid Bond (if applicable)
- d. ~~BLR 12325: Apprenticeship or Training Program Certification (do not use for federally funded projects)~~
- e. ~~BLR 12326: Affidavit of Illinois Business Office~~

5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.

6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.

7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.

8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.

9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

RETURN WITH BID

PROPOSAL

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route 18th St. Culvert Repair

1. Proposal of 18th Street Culvert Repair Project

for the improvement of the above section by the construction of Re-line 72 inch diameter, 70 feet long
corrugated metal pipe culvert, pour concrete headwall at end of pipe, and all related work.

a total distance of _____ feet, of which a distance of _____ feet, (_____ miles) are to be improved.

2. The plans for the proposed work are those prepared by City of Pekin
 and approved by the Department of Transportation on _____
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as
 "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special
 Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check
 Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within _____ working days or by January 31, 2018
 unless additional time is granted in accordance with the specifications.
6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and
 Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this
 proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the
 specifications, made payable to:
City of Pekin Treasurer of _____
 The amount of the check is _____ Bid Bond (_____).
7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to
 the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check
 is placed in another proposal, it will be found in the proposal for: Section Number _____.
8. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount
 of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this
 proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed
 that the Bid Bond or check shall be forfeited to the Awarding Authority.
9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the
 product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will
 be divided by the quantity in order to establish a unit price.
10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this
 contract.
12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on
 BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid
 specified in the Schedule for Multiple Bids below.

Attachment: 18th street contract (1564 : Resolution for Storm Water Fall of 2018 Bids and Engineering Tasks)

RETURN WITH BID



SCHEDULE OF PRICES

County Tazewell
 Local Public Agency City of Pekin
 Section _____
 Route 18th St. Culvert Repair

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Bidder's Proposal for making Entire Improvements

Item No.	Items	Unit	Quantity	Unit Price	Total
1	Re-line Pipe Culvert	Foot	70		
2	Concrete Structures	Cu. Yd.	4.3		
3	Epoxy Coated Reinforcement	Pounds	434		
4	Mobilization	L. Sum	1		
				TOTAL OF QUOTE	
1A	72-inch Dia. CMP Culvert	Foot	70		
2	Concrete Structures	Cu. Yd.	4.3		
3	Epoxy Coated Reinforcement	Pounds	434		
4	Mobilization	L. Sum	1		
				TOTAL OF ALTERNATE QUOTE	

Attachment: 18th street contract (1564 : Resolution for Storm Water Fall of 2018 Bids and Engineering Tasks)



OTTO BAUM COMPANY, INC.

C O N T R A C T O R S

MASONRY ■ CONCRETE ■ EARTHWORK ■ SITE/CIVIL ■ RESTORATION

8.10.b

www.ottobaum.com

309-266-7114 ■ Fax 309-263-1010
866 N. Main St. ■ P.O. Box 181 ■ Morton, IL 61550

Contact: Adam Watson, 309-266-7114

Job Name: 18th Street Culvert Repair

Addendum 1 acknowledged

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	Re-line Pipe Culvert	70.00	FOOT	623.41	43,638.70
20	Concrete Structures	4.30	CUYD	2,794.71	12,017.25
30	Epoxy Coated Reinforcement	434.00	LBS	3.09	1,341.06
40	Mobilization	1.00	LSUM	8,269.87	8,269.87
GRAND TOTAL					\$65,266.88

Attachment: 18th street contract (1564 : Resolution for Storm Water Fall of 2018 Bids and Engineering Tasks)

RETURN WITH BID

CONTRACTOR CERTIFICATIONS

County	Tazewell
Local Public Agency	City of Pekin
Section Number	
Route	18 th St. Culvert Repair

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.

2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative Code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be cancelled.

RETURN WITH BID

SIGNATURES

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route 18th St. Culvert Repair

(If an individual)

Signature of Bidder Not applicable
 Business Address _____

(If a partnership)

Firm Name Not applicable
 Signed By _____

Business Address _____

Inset Names and Addressed of All Partners



(If a corporation)

Corporate Name Otto Baum Co., Inc.

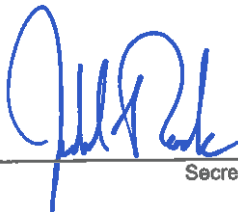
Signed By 
 President

Business Address 866 N. Main St., Morton IL 61550

Insert Names of Officers

President Terry Baum
 Secretary Jedd Rocke
 Treasurer Scott Wallace

Attest:



Secretary

Attachment: 18th street contract (1564 : Resolution for Storm Water Fall of 2018 Bids and Engineering Tasks)



Local Agency Proposal Bid Bond

RETURN WITH BID

Route 18th St. Culvert Repair
 County Tazewell
 Local Agency City of Pekin
 Section _____

PAPER BID BOND

WE _____ as PRINCIPAL,
 and _____ as SURETY,

are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____

Principal

 (Company Name)

 (Company Name)

 By: _____
 (Signature and Title)

 By: _____
 (Signature and Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Surety

 (Name of Surety)

 By: _____
 (Signature of Attorney-in-Fact)

STATE OF ILLINOIS,

COUNTY OF _____

I, _____, a Notary Public in and for said county,
 do hereby certify that _____

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____

My commission expires _____

 (Notary Public)

ELECTRONIC BID BOND

☐ **Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)**

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

 Electronic Bid Bond ID Code

 (Company/Bidder Name)

 (Signature and Title)

 Date



City of Pekin

Department of Public Works

Addendum #1

CITY OF PEKIN, IL 18th STREET CULVERT REPAIR PROJECT

Per this addendum the following changes to the specifications shall be made:

1. Remove prevailing wage rates due to state update. Replace with attached corrected prevailing wage rates.
2. All work shall be completed by January 31, 2019, not January 31, 2018.

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

Acknowledged by:

A handwritten signature in blue ink, appearing to read "Michael Guerra", written over a horizontal line.

Date:

11-1-18

RETURN WITH BID

PAPER BID BOND

and Travelers Casualty and Surety Company of America as SURETY.

Packet Pg. 453

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Sue Dietrich, of Morton, Illinois**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

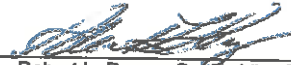
IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By:


 Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 6th day of November, 2018



 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
 Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

Attachment: 18th street contract (1564 : Resolution for Storm Water Fall of 2018 Bids and Engineering Tasks)



City of Pekin

Department of Public Works

SUMMARY OF WORK

The City of Pekin is accepting bids to re-line an existing 72-inch pipe culvert, install a concrete headwall and apron at the upstream end of the culvert, and all associated work. Replacement of the culvert with a new 72-inch CMP shall be considered as an alternate to lining the existing culvert.

An inlet for the road above the pipe and an 18 inch diameter storm pipe are the only two penetrations along the CMP. The Contractor shall ensure that the penetrations are open after the storm sewer is lined or replaced.

The storm sewer shall remain in service for the duration of the project. When there has been no recent rain, the ditch that flows into the culvert is dry. The culvert flows into Lake Arlann, and the water in the bottom of the culvert is at the lake elevation. Usually, there is approximately 18 to 24 inches of water in the culvert. Bypass pumping and any dams necessary to complete the project shall be included in the existing unit price bid items. Contractor shall field verify all depths, locations, and information provided on the plans regarding Storm Sewers, Bypass Pump Options, and other Utilities. Video of the storm sewer is available upon request. E-mail jaesker@ci.pekin.il.us for a link to the video.

All work shall be completed by January 31, 2018 unless extension granted by the City Engineer due to weather restrictions.

All questions can be directed to Mike Guerra at (309) 478-5348 or Josie Esker at (309) 478-5399.

SCOPE OF WORK

All work will be done in accordance with the Illinois Department of Transportation Standard Specification for Road and Bridge Construction adopted April 1, 2016, the Illinois Department of Transportation Supplemental Specifications, and the National Corrugated Steel Pipe Association Installation Manual. In addition to the following:

Re-line Pipe Culvert (Foot) – This work shall include relining an existing 72-inch CMP with a Contech 66-inch inside diameter aluminized type 2 Ultraflo liner with hugger bands, gaskets, and grout ports or approved equal. Grout ports shall allow entire void between existing and new pipe to be filled with grout. The installation of the liner shall be per the manufacturer's recommendations. See attached. Any prepping, cleaning, and debris removal necessary for the installation of the liner shall be included in the cost of Re-line Pipe Culvert.

Alternate: 72-inch Dia. CMP Culvert (Foot) – This work shall include removal of the existing pipe culvert and installation of a new 72-inch polymeric coated corrugated metal pipe. Pay item is alternate to Re-line Pipe Culvert. Install per the manufacturer's recommendations. All excavation, grading, backfilling, and restoration of the roadway shall be included in the cost of 72-inch Dia. CMP Culvert. Concrete collar shall be poured around downstream end of CMP to connect into existing box culvert and shall be included in the cost of this pay item.

Concrete Structures (Cu. Yd.) – This pay item shall consist of placing a concrete headwall and apron at the upstream end of the pipe culvert as shown in the plans. The City of Pekin shall provide quality control testing for all concrete.

Epoxy Coated Reinforcement (Pound) – This pay item shall include furnishing and placing reinforcement bars. $F_y=60,000$ psi (minimum). Cutting, bending, and epoxy coating the reinforcement bars shall conform to section 508 of the IDOT Standard Specifications.

Michael Guerra, P.E., City Engineer
111 South Capitol Street, Pekin, IL 61554
Phone (309) 477-2300 * Fax (309) 346-2095 * Email: mmguerra@ci.pekin.il.us

Attachment: 18th street contract (1564 : Resolution for Storm Water Fall of 2018 Bids and Engineering Tasks)

RETURN WITH BID

Route	18 th St. Culvert Repair
County	Tazewell
Local Agency	City of Pekin
Section	

WE _____ as PRINCIPAL,

and _____ as SURETY,

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____

Principal

By: _____ (Company Name)
 By: _____ (Signature and Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Surety

By: _____
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS,
COUNTY OF _____, a Notary Public in and for said county,
I, _____,
do hereby certify that _____

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____

My commission expires _____ (Notary Public)

☐ **Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)**

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

[illegible]

(Company/Bidder Name)

(Signature and Title)

Date _____

Attachment: 18th street contract (1564 : Resolution for Storm Water Fall of 2018 Bids and Engineering Tasks)

Mobilization (Lump Sum) – This work shall consist of preparatory work and operations necessary for the movement of personnel, equipment, supplies, incidentals to the project site, facilities necessary for the work on the project and for all other work or operations which must be performed or cost incurred when beginning work on the project.

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," in effect on the date of invitation for bids. These special provisions included herein apply to and govern the proposed improvement and in case of conflict with any part or parts of said specifications, said special provisions shall take precedence and shall govern.

CONTRACTOR INFORMATION:

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

- Certificate of insurance; minimum \$1,000,000 coverage
- One year warranty on all completed work to be delivered to municipality.
- Day and night phone numbers for the contractor's representative
- Certified Weekly Payrolls and Monthly Equal Employment Opportunity Reports
- Start date and proposed schedule of work

PREVAILING WAGE:

Contractor shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Wages of Employees on Public Works Act (820 ILCS 130/1-12).

SCHEDULE OF CONSTRUCTION:

Contractor will coordinate with the Engineer prior to beginning any work. A preconstruction meeting will be held prior to any work being performed. This meeting will be scheduled following the award of the project.

RIGHTS OF THE MUNICIPALITY:

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

TREES/SEEDING/EROSION CONTROL:

Any seeding and erosion control required because of disturbance by construction shall be completed under Engineer's direction. This work and all materials required to perform this work is minimal and shall be incidental to the contract. Any trees that the Contractor wishes to remove for ease of construction shall be approved by the Engineer prior to removal. No additional payment shall be allowed for tree removal. Include tree removal in existing unit price bid items as necessary. All de-grubbing shall be included in the cost of the contract.

PUBLIC SAFETY AND CONVENIENCE:

The contractor shall at all times conduct his work so as to ensure the least possible obstructions to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property in a manner satisfactory to the Engineer. Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times.

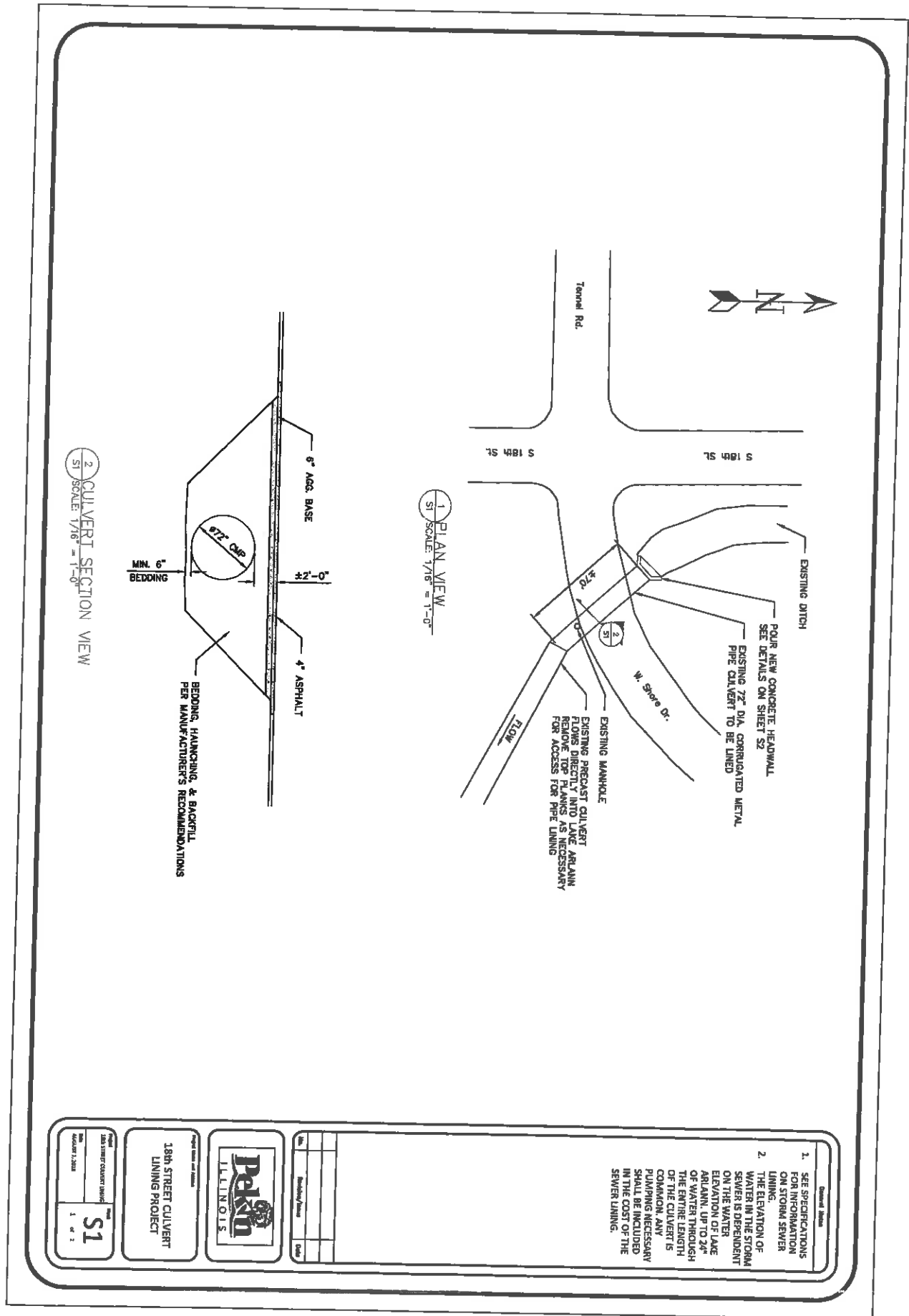
Michael Guerra, P.E., City Engineer
111 South Capitol Street, Pekin, IL 61554
Phone (309) 477-2300 * Fax (309) 346-2095 * Email: mmguerra@ci.pekin.il.us

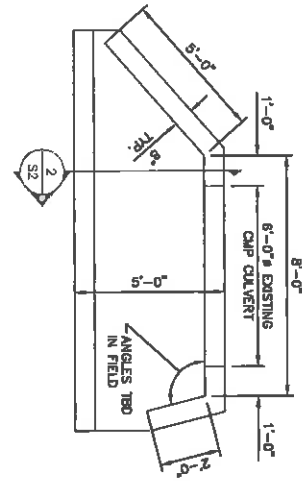
PAYMENTS:

Payments will be made at the completion of the repairs after all material documentation and payrolls have been submitted.

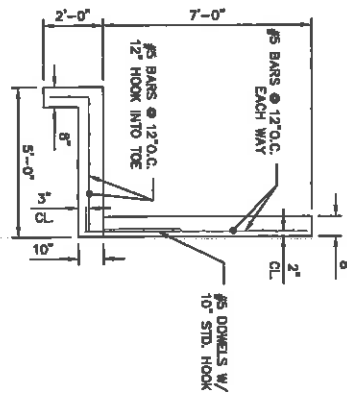
Attachment: 18th street contract (1564 : Resolution for Storm Water Fall of 2018 Bids and Engineering Tasks)

Michael Guerra, P.E., City Engineer
111 South Capitol Street, Pekin, IL 61554
Phone (309) 477-2300 * Fax (309) 346-2095 * Email: mmguerra@ci.pekin.il.us

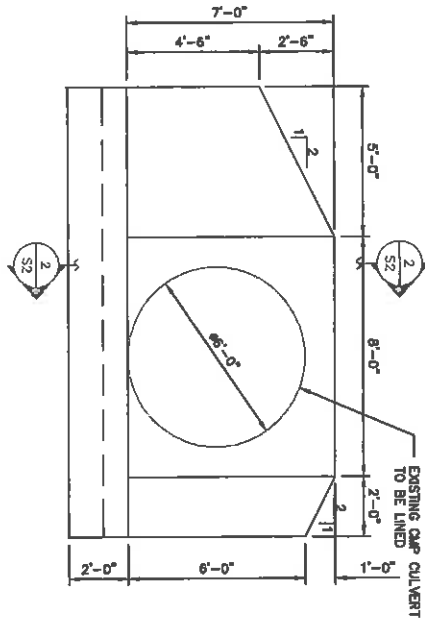




1 CULVERT HEADWALL PLAN VIEW
S2 SCALE: 1/4" = 1'-0"



2 CULVERT HEADWALL SECTION VIEW
S2 SCALE: 1/4" = 1'-0"



3 CULVERT HEADWALL FRONT VIEW
S2 SCALE: 1/4" = 1'-0"

18th STREET CULVERT LINING PROJECT S2 2 of 2	
Project Name and Address 18th STREET CULVERT LINING PROJECT ALABAMA, 35003	Project Number 1564
Project Location ALABAMA, 35003	Project Date 10/1/2018

SPECIFICATION FOR CORRUGATED METAL PIPE

ALUMINIZED STEEL TYPE 2

1.0 GENERAL

- 1.1 This specification covers the manufacture and installation of the Aluminized Steel Type 2 corrugated steel pipe or pipe-arch (CSP) detailed in the project plans.

2.0 DESIGN STANDARDS

- 2.1 The CSP meets the design parameters of the American Association of State Highway and Transportation Officials (AASHTO) Standard Specification for Highway Bridges, AASHTO LRFD Bridge Design, and/or the American Iron and Steel Institute (AISI).

3.0 MATERIAL

- 3.1 The Aluminized Steel Type 2 coils shall conform to the applicable requirements of AASHTO M 274 or ASTM A929.

4.0 PIPE

- 4.1 The CSP shall be manufactured in accordance with the applicable requirements of AASHTO M 36 or ASTM A760. The pipe sizes, gauges and corrugations shall be as shown on the project plans.

- 4.2 All fabrication of the product shall occur within the United States.

5.0 COUPLING BANDS

- 5.1 Coupling bands for the CSP shall be made of the same base metal and coatings as the CSP to a minimum of 18 gauge.
- 5.2 Ends of the CSP are rerolled with annular corrugations for proper indexing.
- 5.3 Connection fasteners will be provided.

6.0 HANDLING & ASSEMBLY

- 6.1 Refer to the recommendations of the National Corrugated Steel Pipe Association's (NCSPA).

7.0 INSTALLATION

- 7.1 The installation shall be in accordance with AASHTO Standard Specifications for Highway Bridges, LRFD Section 26, Division II, NCSPA, or ASTM A798 and in conformance with the project plans and specifications. If there are any inconsistencies or conflicts, the contractor must bring them to the attention of the project engineer.

- 7.2 It is always the contractor's responsibility to follow OSHA guidelines for safe practices.

8.0 CONSTRUCTION LOADS

- 8.1 Construction loads may be greater than design loads. The contractor shall follow the recommendations for additional compacted material per manufacturer's or NCSPA guidelines.

SPECIFICATION FOR CORRUGATED METAL PIPE

POLYMER COATED STEEL

1.0 GENERAL

- 1.1 This specification covers the manufacture and installation of the polymer coated corrugated steel pipe or pipe-arch (CSP) detailed in the project plans.

2.0 DESIGN STANDARDS

- 2.1 The CSP meets the design parameters of the American Association of State Highway and Transportation Officials (AASHTO) Standard Specification for Highway Bridges, AASHTO LRFD Bridge Design, and/or the American Iron and Steel Institute (AISI).

3.0 MATERIAL

- 3.1 The polymer coated steel coils shall conform to the applicable requirements of AASHTO M 246 or ASTM A742.

4.0 PIPE

- 4.1 The CSP shall be manufactured in accordance with the applicable requirements of AASHTO M 245 or ASTM A762. The pipe sizes, gauges and corrugations shall be as shown on the project plans.

- 4.2 All fabrication of the product shall occur within the United States.

5.0 COUPLING BANDS

- 5.1 Coupling bands for the CSP shall be made of the same base metal and coatings as the CSP to a minimum of 18 gauge.
- 5.2 Ends of the CSP are rerolled with annular corrugations for proper indexing.
- 5.3 Connection fasteners will be provided.

6.0 HANDLING & ASSEMBLY

- 6.1 Refer to the recommendations of the National Corrugated Steel Pipe Association's (NCSPA).

7.0 INSTALLATION

- 7.1 The installation shall be in accordance with AASHTO Standard Specifications for Highway Bridges, LRFD Section 26, Division II, NCSPA, or ASTM A798 and in conformance with the project plans and specifications. If there are any inconsistencies or conflicts, the contractor must bring them to the attention of the project engineer.

- 7.2 It is always the contractor's responsibility to follow OSHA guidelines for safe practices.

8.0 CONSTRUCTION LOADS

- 8.1 Construction loads may be greater than design loads. The contractor shall follow the recommendations for additional compacted material per manufacturer's or NCSPA guidelines.

Product Information

**TRENCHCOAT* Protective Film**

Two-Layer Adhesive Film

TRENCHCOAT Protective Film is a two-layer adhesive film designed for lamination to galvanized steel for conversion to corrugated steel pipe. TRENCHCOAT film is laminated to coil, flat or, strip galvanized steel and subsequently formed into corrugated pipe or other similar structures. The film provides corrosion and abrasion protection to the steel. TRENCHCOAT products should only be laminated by Dow approved laminators. When converting TRENCHCOAT coated steel into corrugated or spiral ribbed pipe, care should be taken to minimize film damage. Repair of damaged coating should be done in accordance with ASTM A 762/762M Note II and AASHTO M245 Note II.

New experimental films are continually being developed. Please discuss your particular application needs with your Dow representative.

- Lamination Peak Metal Temperature: 350-450°F (176-232°C)
- Yield: 202 sq ft/lb/mil
- Colors: Black
- Gauge Range: 12.0 mil (.30 mm)
- Width Range: 10-60 in (254-1524 mm)
- FDA Compliance: No

Physical Properties	English Values	Metric Values	Test Method
Ultimate Tensile Strength	3000 psi	20,700 MPa	ASTM D 882
Ultimate Elongation	550 %	550 %	ASTM D 882
Elmendorf Tear Strength	2800-3200 g	2800-3200 g	ASTM D 1922
Dielectric Strength	2200 volts/mil	2200 volts/mil	ASTM D 149
Secant Modulus	2100 psi	14,500 MPa	ASTM D 882
Coefficient of Friction	0.55	0.55	ASTM D 1894
Resistance to most acids & bases (1400 hours @73°F [23°C])	No change	No change	ASTM D 1308
Adhesion (@ 73°F [23°C])	110 lb/in	110 lb/in	ASTM D 903
Imperviousness, 48 hours, reagent exposure	No change	No change	ASTM A 742
Resistance to moist SO ₂ attack	40 cycles, no attack or loss of adhesion	40 cycles, no attack or loss of adhesion	Kesternich DIN50018.2.OL
Salt Fog Rating, 1000 hours	8 minimum	8 minimum	ASTM B 117
Cleveland Condensing humidity cabinet (6 months exposure @ 130°F [54°C])	No attack or loss of adhesion	No attack or loss of adhesion	ASTM D 2247
Weatherability, 3000 hours	No cracking or delamination	No cracking or delamination	ASTM D 3361
Hardness, Shore D, 10 seconds	46	46	ASTM D 2240

1. Values are averages of typical film; not to be construed as specifications.

Handling Considerations

Health & Safety

Combustion Characteristics

Disposal

ISO 9000 Certification

Packaging/Labeling/ Traceability

cGMP

Product Stewardship

Customer Notice

Contact Information:

The Dow Chemical Company
200 Larkin Center
Midland, MI 48674 USA

Dow Customer Information Group

From North America:

1-800-441-4369 or 1-989-832-4569

Fax: 1-989-832-1465

From Europe: ---

00800 3 694 6367*

or +32 3 450 2240

Fax: +32 3 450 2815

From Italy: Tel: 800 783 825

From South Africa: Tel: 0800 99 5078

*International toll free from Austria, Belgium, Denmark, France, Germany, Hungary, Ireland, The Netherlands, Norway, Portugal, Spain, Sweden, Switzerland, the United Kingdom and Finland (use prefix +990).

www.dow.com/stickwithus/

Material Safety Data sheets for Adhesive Films are available from The Dow Chemical Company to help customers/users further understand the proper handling of the product. A current MSD sheet should be requested from your Dow sales representative prior to working with the product.

Adhesive Films products present no unusual health hazards when used in their intended manner. Observe usual industrial safe handling practices. Protect workers from possible contact with hot or molten film. Assure workers of a fresh air supply by appropriate exhaust and ventilation of work areas, especially where film is located. Avoid breathing dusts if such are generated.

During manufacture, handling or use, most film webs will develop and retain a static electrical charge. The magnitude of the charge and how long it will be stored are dependent upon the composition of the web, the kind of handling, and the atmospheric conditions, particularly humidity. Adhesive Films can discharge such stored electrical energy in the form of a spark, and therefore should not be handled in a flammable or explosive environment. Consult a current MSD sheet prior to working with the product.

Adhesive Films, being made of organic ethylene polymers, and therefore will burn under the right conditions of heat and oxygen supply. When burning, the product may contribute high fuel value. Normal precautions should be taken to avoid exposure to open flame and other ignition sources. Fires can be extinguished with water, carbon dioxide, or other conventional means, with water fog preferred. In enclosed areas, firefighters should use a self-contained breathing apparatus.

When burned in controlled industrial or municipal incinerators, these films will be consumed with very little resultant ash or smoke. The predominant products of combustion are carbon dioxide and water. If the incinerator is not designed to manage products having the high heat value of plastics, these films should be admixed (<10%) with low heat value waste so the combustion capacity of the incinerator is not exceeded.

When disposed of in a sanitary landfill, these films do not evolve gases or leachates known to pollute water resources. Because they do not provide a food source for bacteria, fungi, insects, or rodents, the films do not attract vermin or vectors in landfill disposal.

In any disposal of wastes, be certain all applicable federal, state, and local regulations are met.

The Dow Specialty Films business has well defined and documented quality systems at each site. The business has an established quality network with a business quality leader and plant quality coordinators to support maintenance of the quality systems. The quality systems at each site have been third party certified to the ISO 9002 standard. Operation of disciplined quality systems is extremely important to us. This is how we assure we can produce and deliver quality products and services that our customers expect.

Shipping container will be of sufficient strength and construction to ensure safe transportation to destination under normal shipping conditions.

Each roll and shipment will contain a lot number that is traceable through production records to input materials and process conditions. Material traceability will be according to current Good Manufacturing Practice (cGMP) guidelines in Dow North American facilities.

The films produced by The Dow Chemical Company in North America are produced in facilities that follow the Good Manufacturing Practices Guide for Bulk Pharmaceutical Excipient. This guide has been created by an international consortium to address the needs of Excipients. This product may be produced and sold in Europe, which does not require the adherence to the FDA Good Manufacturing Principles. Please contact the business product stewardship specialist if more details are needed.

The Dow Chemical Company has a fundamental concern for all who make, distribute, and use its products, and for the environment in which we live. This concern is the basis of our product stewardship philosophy by which Dow assesses the health and environmental information on our products and then takes appropriate steps to protect employee and public health and the environment. The Dow product stewardship program rests with every individual involved with Dow products from initial concept and research to the manufacture, sale, distribution, and disposal of each product.

Dow encourages its customers and potential users of Dow products to review their applications for such products from the standpoint of human health and environmental quality. Dow personnel will assist customers in dealing with ecological and product safety considerations. Your Dow sales representative can arrange the proper contacts. Dow product literature, including Material Safety Data sheets, should be consulted prior to the use of Dow products. These may be obtained from your Dow sales representative.

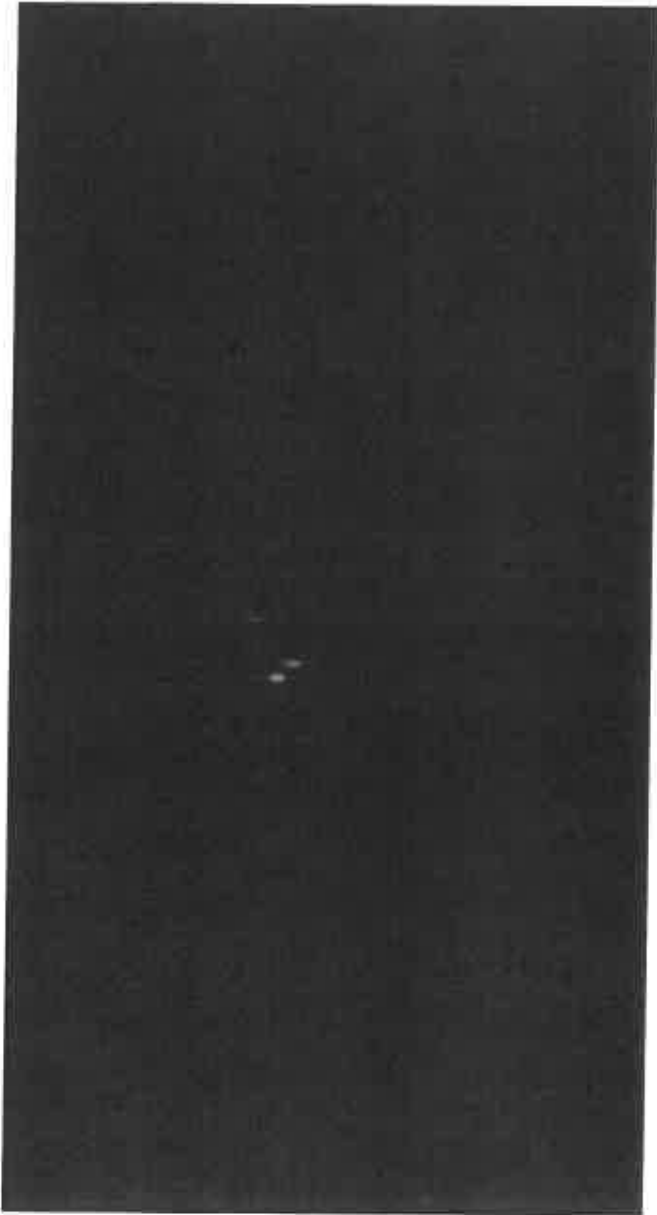
NOTICE: No freedom from any patent owned by Dow or others is to be inferred. Because use conditions and applicable laws may differ from one location to another and may change with time, Customer is responsible for determining whether products and the information in this document are appropriate for Customer's use and for ensuring that Customer's workplace and disposal practices are in compliance with applicable laws and other governmental enactments. Dow assumes no obligation or liability for the information in this document. NO WARRANTIES ARE GIVEN; ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED.

Published January 2005





ULTRA FLO Storm Sewer Pipe



Attachment: 18th street contract (1564 : Resolution for Storm Water Fall of 2018 Bids and Engineering Tasks)

Customer Proven Innovation

Superior System Hydraulics

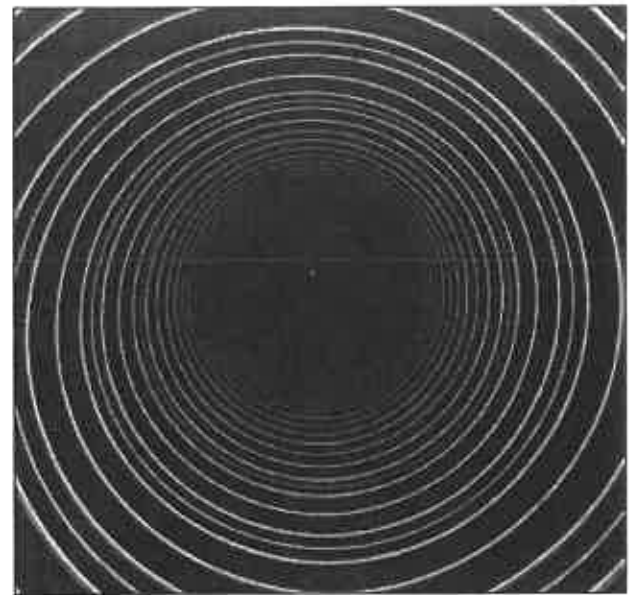
CONTECH® ULTRA FLO® has a long history of proven performance on municipal, transportation, airport, shopping center and residential development storm sewer projects. ULTRA FLO's rapid acceptance is based on its Manning's "n" of 0.012, structural strength and faster/lower-cost installation than concrete pipe. Plus, ULTRA FLO is available in a wide variety of materials to meet environmental and service life requirements.

Superior Hydraulics

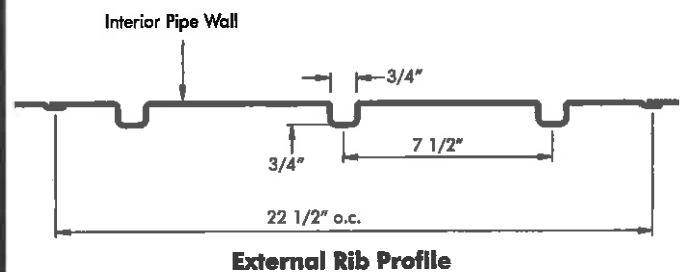
Research at Utah State University shows that ULTRA FLO Storm Sewer Pipe, with a Manning's "n" of 0.012, is hydraulically equivalent to reinforced concrete pipe. The Water Research Laboratory performed hydraulic tests on ULTRA FLO spiral-rib pipe with 3/4" x 3/4" x 7-1/2" continuous rib corrugation. At full flow, the Manning's "n" was 0.012 (Report No. 146, 1986 and No. 280, 1991). For further reference, see FHWA Hydraulic Design Series No. 5, December 1996.

ULTRA FLO is one of the most hydraulically efficient storm sewer systems because of the smooth interior surface, longer lengths and efficient prefabricated junctions: elbows, manholes and catch basins.

ULTRA FLO allows engineers and owners to specify alternate products without having to perform more than one hydraulic design.



Smooth interior of ULTRA FLO pipe improves hydraulic capacity while the exterior box ribs provide structural strength.



External Rib Profile

Reference Specifications			
Material	Galvanized Steel	AASHTO M218	ASTM A929
	ALUMINIZED STEEL Type 2	AASHTO M274	ASTM A929
	Aluminum	AASHTO M197	ASTM B744
Pipe	Steel	AASHTO M36	ASTM A760
	Aluminum	AASHTO M198	ASTM B745
Design	Steel	AASHTO Section 12*	ASTM A796
	Aluminum	AASHTO Section 12*	ASTM B790
Installation	Steel	AASHTO Section 26*	ASTM A798
	Aluminum	AASHTO Section 26*	ASTM B788
*AASHTO Standard Specifications for Highway Bridges			

Cost Savings

Installed Cost Savings

Millions of feet of ULTRA FLO have been installed in thousands of storm sewer projects nationwide, providing significant cost savings while meeting owners' structural, hydraulic and service life requirements.



Reduced excavation because of ULTRA FLO's smaller outside diameter.

- Steel and Aluminum ULTRA FLO weighs less than 10% of concrete pipe.
- Coupling bands do not require special skills or tools; CONTECH's QUICK STAB® joint is also available upon request.
- Twenty-foot standard lengths mean fewer joints and faster installation; longer lengths are available on special order.
- ULTRA FLO has a smaller outside diameter than thick-walled concrete pipe. This permits a reduction in trench widths and depths, providing time and cost savings for both excavation and back-filling operations.
- Shop-fabricated fittings save installation time in the field while providing hydraulically efficient junctions.



ULTRA FLO is available in long lengths. And, its light weight allows it to be unloaded and handled with small equipment.

Handling Weights

Table 1

Handling Weight for **ALUMINIZED STEEL Type 2** or **Galvanized Steel** ULTRA FLO

Diameter (Inches)	Weight (Pounds/Lineal Foot) Specified Thickness and Gage:		
	(0.064")	(0.079")	(0.109")
	16	14	12
18	15		
21	18		
24	20		
30	25		
36	30	37	
42	35	43	59
48	40	49	67
54	45	55	75
60	50	61	83
66		67	92
72		73	100
78		80	108
84			116
90			125
96			133
102			140

Table 2

Handling Weight for **ALUMINUM** ULTRA FLO

Diameter (Inches)	Weight (Pounds/Lineal Foot) Specified Thickness and Gage			
	(0.060")	(0.075")	(0.105")	(0.135")
	16	14	12	10
18	5			
21	6			
24	7			
30	9	9	15	
36	13	13	18	23
42	12	15	21	28
48		17	24	30
54		19	27	34
60			30	37
66			33	41
72			36	45
78				49
84				52

Strength and Durability

Structural Strength

ULTRA FLO has undergone structural tests and analysis to confirm effective section properties (see ASTM A 796 and B 790). The resulting section properties and ASTM design procedures were used to derive the allowable height of covers shown in Tables 3, 4, 5 and 6.

Durability

Corrugated metal pipe has been in use for over 100 years. Today, various metals, metallic and nonmetallic coatings, and pavements are available to provide the required service life to meet your project design life.

ULTRA FLO can be supplied in galvanized steel or where added durability is needed, ALUMINIZED STEEL™ Type 2 or aluminum. ULTRA FLO can also be asphalt-coated or asphalt-coated with a paved invert. Depending on the site conditions, one of these materials will meet your project's design life.

A CONTECH representative can provide more information on ULTRA FLO's materials, coatings and pavements.



ULTRA FLO is also available in pipe-arch shape for low headroom applications.

For multiple runs of ULTRA FLO, ample spacing must be provided between the runs to allow proper side fill placement and compaction. Pipe spacing will change depending upon pipe diameter, backfill material and compaction methods. General guidelines for spacing between runs of pipe are shown below.

Pipe Diameters	Spacing*
Up to 24"	12"
24" to 72"	1/2 diameter of pipe
Over 72"	36"

*Spacing maybe reduced if using controlled low strength material (flowable fill) for the backfill.

Proper backfill and its placement help ULTRA FLO achieve its designed structural capacity.

Heights of Cover

Table 3**ALUMINIZED STEEL Type 2 or Galvanized Steel ULTRA FLO HS 20 Live Load**

Diameter (Inches)	Minimum/Maximum Cover (Feet) Specified Thickness and Gage		
	(0.064") 16	(0.079") 14	(0.109") 12
18	1.0/58		
21	1.0/58		
24	1.0/51		
30	1.0/41		
36	1.0/34	1.0/48	
42	1.0/29	1.0/41	1.0/69
48	1.0/25	1.0/34	1.0/60
54	1.25/22	1.25/32	1.0/53
60	1.25/20*	1.25/28	1.0/48
66		1.5/26	1.25/44
72		1.5/24*	1.25/40
78		1.5/22*	1.5/37
84			1.75/34
90			2.0/32*
96			2.0/30*
102			2.5/28*

For larger diameters inquire with Headquarters marketing.

Table 5**Steel ULTRA FLO Pipe-Arch HS 20 Live Load**

Equiv. Pipe Dia. (In.)	Span (In.)	Rise (In.)	Minimum/Maximum Cover (Feet) Specified Thickness and Gage		
			(0.064") 16	(0.075") 14	(0.109") 12
18	20	16	1.0/15		
21	23	19	1.0/15		
24	27	21	1.0/15		
30	33	26	1.0/15	1.0/15	
36	40	31	1.0/15	1.0/15	
42	46	36			1.0/15
48	53	41			1.0/15
54	60	46			1.0/15
60	66	51			1.25/15

NOTES (Tables 3, 4, 5, and 6)

- Allowable minimum cover is measured from top of pipe to bottom of flexible pavement or top of pipe to top of rigid pavement. Minimum cover in unpaved areas must be maintained.
- All heights of cover are based on trench conditions. If embankment conditions exist, there may be restrictions on gages for the large diameters. Your CONTECH Sales Engineer can provide further guidance for a project in embankment conditions.
- Tables 3, 4, 5 and 6 are for HS-20 loading only. For heavy construction loads, higher minimum compacted cover may be needed. See Table 7.
- All steel ULTRA FLO is installed in accordance with ASTM A798 "Installing Factory-Made Corrugated Steel Pipe for Sewers and Other Applications."
- Heights of cover are for 3/4" x 3/4" x 7-1/2" external rib corrugation.

*These sizes and gage combinations are installed in accordance with ASTM A796 paragraphs 17.2.3 and ASTM A798. For aluminum ULTRA FLO refer to ASTM B790 and B788. Also see page 7 of this catalog.

Table 4**Aluminum ULTRA FLO HS 20 Live Load**

Diameter (Inches)	Minimum/Maximum Cover (Feet) Specified Thickness and Gage			
	(0.060") 16	(0.075") 14	(0.105") 12	(0.135") 10
18	1.0/41	1.0/57		
21	1.0/35	1.0/49	1.0/79	
24	1.0/30	1.0/42	1.0/69	
30	1.25/24	1.0/33	1.0/56	
36	1.5/19*	1.25/27	1.0/45	1.0/65
42		1.5/23*	1.25/31	1.0/55
48			1.5/24	1.25/48
54			1.75/30	1.25/43
60			2.0/46	1.5/38
66				1.25/35
72				2.0/33*

Table 6**Aluminum ULTRA FLO Pipe-Arch HS 20 Live Load**

Equiv. Pipe Dia. (In.)	Span (In.)	Rise (In.)	Minimum/Maximum Cover (Feet) Specified Thickness and Gage			
			(0.060") 16	(0.075") 14	(0.105") 12	(0.135") 10
18	20	16	1.0/17			
21	23	19	1.0/14			
24	27	21	1.25/12			
30	33	26	1.50/13*			
36	40	31		1.75/10*		
42	46	36			1.50/9	
48	53	41			1.75/8	
54	60	46			2.0/8*	
60	66	51				1.75/9

Table 7**Heavy Construction Loads Minimum Height of Cover Requirements for Construction Loads on ULTRA FLO Pipe**

Diameter/Span (Inches)	Axle Load (Kips)			
	≤ 22 ≤ 50	50 ≤ 75	75 ≤ 110	110 ≤ 130
	Steel 3/4" x 3/4" x 7-1/2"			
15-42	2.0 ft	2.5 ft	3.0 ft	3.0 ft
48-72	3.0 ft	3.0 ft	3.5 ft	4.0 ft
78-108	3.0 ft	3.5 ft	4.0 ft	4.5 ft
	Aluminum 3/4" x 3/4" x 7-1/2"			
15-42	2.5 ft	3.0 ft	3.5 ft	3.5 ft

NOTES (Tables 5 and 6 only)

- The foundation in the corners should allow for 4,000 psf corner bearing pressure.
- Maximum cover shown for all pipe arch is 15 feet.
- Larger size pipe-arches may be available on special order.

Accessories

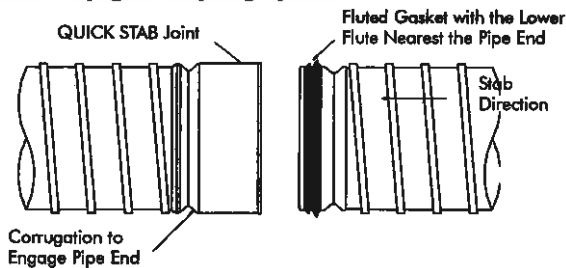
Bell & Spigot Joint

CONTECH's innovative QUICK STAB Bell & Spigot joint is 50% faster than standard bands in joining sections of pipe. There are no bands and no bolts to handle. ULTRA FLO pipe arrives at the job site with the QUICK STAB bell already on one end. Simply position the gasket on the spigot end and insert pipe section into the adjoining QUICK STAB bell. QUICK STAB is readily available in 15" through 60" diameters.



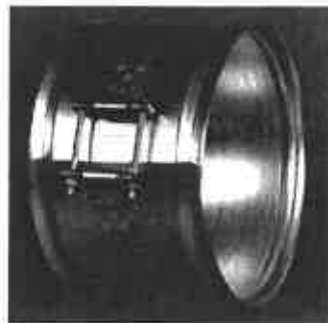
Bell & Spigot

Bell & Spigot Coupling System



Bands

CONTECH's HUGGER Band offers simple installation and excellent pull-apart resistance for special design projects. The HUGGER Band is available with one of two types of fasteners: either angles with bolts or a bar bolt, and strap connector. With the addition of gaskets, most infiltration and exfiltration requirements can be met.



Fittings

Factory-made fittings offer a complete, fully compatible ULTRA FLO Pipe System that minimizes installation time and hydraulic junction losses.

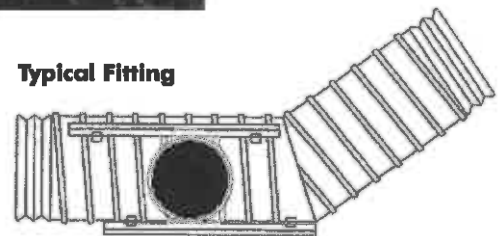
Manhole risers, catch basin risers, elbows, reducers and similar-type fittings are fabricated and shipped to the job site for quick and easy installation.

Review with your CONTECH representative the various fittings for your storm sewer project.

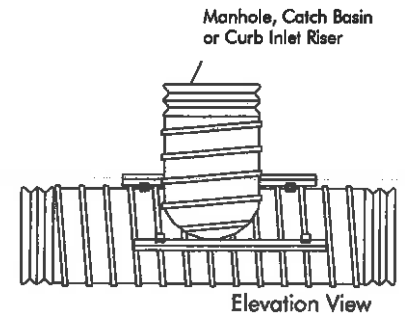


ULTRA FLO fittings improve installation time in the field. This fitting incorporates an elbow, a riser and lateral stub. The fitting is reinforced according to NCSPA guidelines.

Typical Fitting



Plan View



Elevation View

CONTECH ULTRA FLO vs. Reinforced Concrete Pipe

	24"		30"		36"		42"		48"		60"		72"		84"		96"	
	RCP Class III	ULTRA FLO 16 Ga.	RCP Class III	ULTRA FLO 16 Ga.	RCP Class III	ULTRA FLO 16 Ga.	RCP Class III	ULTRA FLO 16 Ga.	RCP Class III	ULTRA FLO 16 Ga.	RCP Class III	ULTRA FLO 14 Ga.	RCP Class III	ULTRA FLO 12 Ga.	RCP Class III	ULTRA FLO 12 Ga.	RCP Class III	ULTRA FLO 12 Ga.
Pipe length, Ft.	8	20	8	20	8	20	8	20	8	20	6	20	6	20	6	20	6	20
Approx. wt. lb./ft.	264	20	384	25	524	30	698	35	867	40	1,295	61	1,811	100	2,409	116	3,090	133
Approx. wt. per piece, lb.	2,112	398	3,072	498	4,192	596	5,584	696	6,936	796	7,770	1,224	10,866	1,992	14,454	2,322	18,540	2,652
Outside Dia., in.	30	26	37	32	44	38	51	44	58	50	72	62	86	74	100	86	114	98
Max. allowable fill, Ft.	15	51	15	41	16	34	16	29	16	25	16	28	16	40	17	34	17	30
Truck loads per 1000 Ft. of pipe	6	2	8	3	11	5	14	7	18	7	27	13	38	25	50	25	65	25
Joints per 1000 Ft. of pipe	124	49	124	49	124	49	124	49	124	49	166	49	166	49	166	49	166	49

Trench Installation

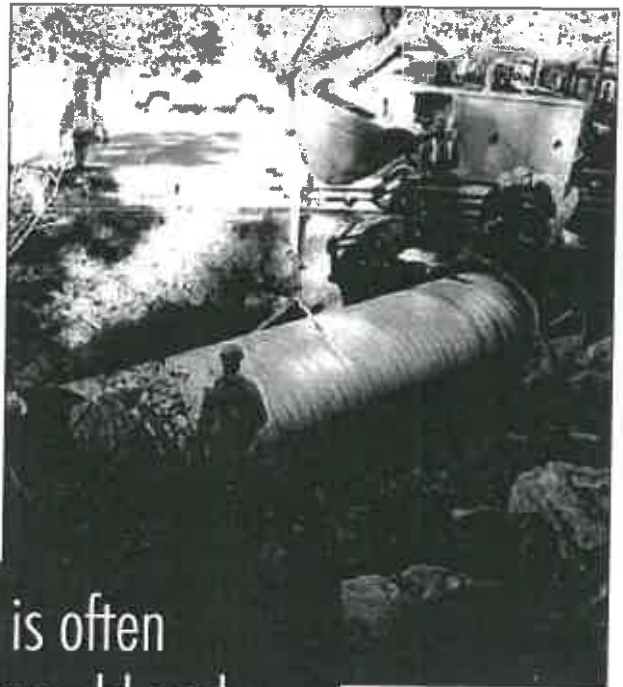
Overview

Millions of feet of ULTRA FLO have been installed in a variety of storm sewer projects across the U. S. Like all pipe products, proper installation is important for long-term performance. The installation of ULTRA FLO is similar to standard corrugated steel pipe in a trench condition. Your CONTECH representative will be glad to assist should you have any questions.

Relining and Rehabilitation

Restoration of failed or deteriorating pipe can be accomplished by relining with ULTRA FLO. Its low-wall profile may yield an inside diameter that approaches the original pipe, while the hydraulic capacity is improved.

ULTRA FLO's light weight makes the lining process easier and can be provided in various lengths to meet individual site conditions.



ULTRA FLO is often used to reline old and deteriorating culverts.

Specification for ULTRA FLO Storm Sewer Pipe

Scope

This specification covers the manufacture and installation of the ULTRA FLO Pipe detailed in the project plans.

Material

The pipe material shall be:

1. ALUMINIZED STEEL Type 2
2. Galvanized
3. Aluminum
4. Polymeric

Pipe

The ULTRA FLO shall be manufactured with the 3/4" x 3/4" x 7-1/2" external ribs in accordance with the applicable requirements of ASTM A 760 (steel) or B 745 (aluminum). The pipe sizes and gages shall be as shown on the project plans.

Handling and Assembly

Shall be in accordance with the recommendations of the National Corrugated Steel Pipe Association.

Installation

Shall be in accordance with ASTM A 798 and A 796 (steel) and B 788 and B 790 (aluminum) and in conformance with the project plans and specifications. If there are any inconsistencies or conflicts, the contractor must bring them to the attention of the project engineer. It is always the contractor's responsibility to follow OSHA guidelines for safe practices.

Construction Loads

Construction loads may be higher than final loads. Follow the guidelines of the manufacturer or the National Corrugated Steel Pipe Association.

CONTECH Solutions

Innovative Civil Engineering Solutions is the hallmark of CONTECH's nationwide team of sales engineers. Combined with our wide variety of site development products we can solve many civil engineering problems. Innovative applications for water detention systems, storm drainage, sewage lines, bridges, tunnels, retaining walls and erosion control begin at CONTECH.

CONTECH Construction Products Inc. provides site solutions for the civil engineering industry. CONTECH's portfolio includes bridges, drainage, retaining walls, sanitary sewer, stormwater, erosion control and soil stabilization products.

For more information, call one of CONTECH's Regional Offices located in the following cities:

Ohio (Corporate Office)	513-645-7000
California (Long Beach)	562-733-0733
Colorado (Denver)	720-587-2700
Florida (Tampa)	727-544-8811
Georgia (Atlanta)	770-409-0814
Maine (Scarborough)	207-885-9830
Maryland (Baltimore)	410-740-8490
Oregon (Portland)	503-258-3180
Texas (Dallas)	972-590-2000

**Visit our web site: www.contech-cpi.com
800.338.1122**

NOTHING IN THIS CATALOG SHOULD BE CONSTRUED AS AN EXPRESSED WARRANTY OR AN IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. SEE THE CONTECH STANDARD CONDITIONS OF SALE (VIEWABLE AT WWW.CONTECH-CPI.COM/COS) FOR MORE INFORMATION.

Get Social With Us!



UltraFlo Bro 12/11 MC 3M



Scan Me!



www.contech-cpi.com/uf

CONTECH

©2011 CONTECH CONSTRUCTION PRODUCTS, INC.
All rights reserved. Printed in USA.



CONTECH ULTRA FLO Storm Sewer Pipe Installation

When Your Pipe Arrives

Slings should be used to lift the pipe off the trailer and for positioning pipes into the trench.

All pipes should be lifted off the trailer to avoid damage while unloading.

- SAFETY WARNING:** Never drag or roll pipe from truck.
- Stack the pipe on the trailer or ground with proper blocking or strapping.
- Be careful when removing binders or strapping on pipe bundles, either on the trailer or ground.
- No person should be beneath or near a lifted pipe.
- Pipe ends may be sharp. Handle with care. Use gloves and other proper protective clothing and equipment.

Before unloading a nested pipe shipment, make sure that the delivery site has ample room for unnesting the various pipe sizes.

To unnest a pipe, use a section of 2" x 4" lumber that is 1" to 2" longer than the pipe's inside diameter. Wedge it into rib valley and then pull on the 2" x 4" with a chain or wire rope.

For more detailed information consult CONTECH publication **SAFETY Instructions for Unloading and Handling CONTECH Corrugated Metal Pipe.**

Trench Installation ULTRA FLO Pipe

Overview

Millions of feet of ULTRA FLO® have been installed in a variety of storm sewer projects across the United States. Like all pipe products, proper installation is important for long-term performance. Your CONTECH® sales engineer will be glad to assist you if you have any questions.

Bedding and Backfill

Typical ULTRA FLO installation requirements are the same as for any other corrugated steel pipe installed in a trench. Bedding and backfill materials follow the requirements of the Corrugated Steel Pipe (CSP) installation specification, ASTM

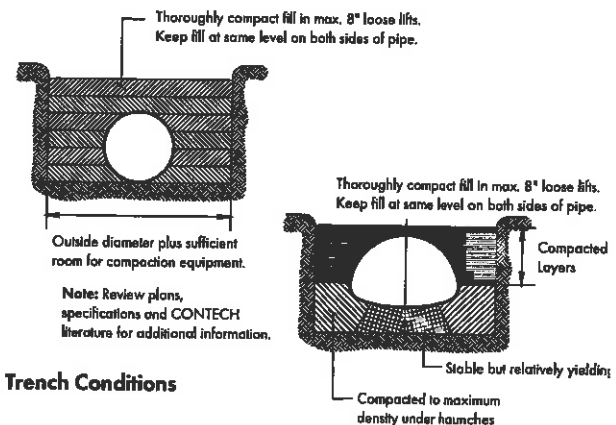
Table 1 HS20 Live Load			
ALUMINIZED STEEL Type 2 or Galvanized Steel ULTRA FLO Minimum/Maximum Cover (Feet) Specified Nominal Thickness and Gage			
Diameter (Inches)	(0.064") 16	(0.079") 14	(0.109") 12
18	1.0/68		
21	1.0/58		
24	1.0/51		
30	1.0/41		
36	1.0/34	1.0/48	
42	1.0/29	1.0/41	1.0/69
48	1.0/25	1.0/36	1.0/60
54	1.25/22	1.25/32	1.0/53
60	1.25/20*	1.25/28	1.0/48
66		1.5/26	1.25/44
72		1.5/24*	1.25/40
78		1.75/22*	1.5/37
84			1.75/34
90			2.0/32*
96			2.0/30*
102			2.5/28*

NOTES

- Allowable minimum cover is measured from top of pipe to bottom of flexible pavement or top of pipe to top of rigid pavement. Minimum cover in unpaved areas must be maintained.
- All heights of cover are based on trench conditions. If embankment conditions exist, there may be restrictions on gages for large diameter pipes. Your CONTECH Sales Engineer can provide further guidance for a project in embankment conditions.
- Table 1 is for HS20 loading only. For heavy construction loads, higher minimum compacted cover may be needed. See Table 2.
- Heights of cover are for 3/4" x 3/4" x 7-1/2" external rib corrugation.

*These sizes and gage combinations are installed in accordance with ASTM A796 paragraph 17.2.3 and ASTM A798. For aluminum ULTRA FLO refer to ASTM B790 and B788. These sizes marked with an * require a clean, easily compacted granular backfill.

- For heights of cover tables for steel pipe arch, aluminum round pipe and aluminum pipe arch refer to the other CONTECH literature.



Trench Conditions

A 798; and must be free from stones, frozen lumps or other debris.

Embankment Conditions

ULTRA FLO is a superior CSP storm sewer product that is normally installed in a trench condition. In those unusual embankment installation conditions, pipe sizes and gages may be restricted. Your CONTECH sales engineer can provide you with further guidance.

Construction Loads

For temporary construction vehicle loads, an extra amount of compacted cover may be required over the top of the pipe. The height-of-cover shall meet the minimum requirements shown below in Table 2. The contractor must provide the additional cover required to avoid damaging the pipe. Minimum cover is measured from the top of the pipe to the

Table 2 Heavy Construction Loads				
Minimum Height of Cover Requirements for Construction Loads on ULTRA FLO Pipe				
Diameter/Span (Inches)	Axle Load (Kips)			
	Steel 3/4" x 3/4" x 7-1/2"			
	>32≤50	50≤75	75≤110	110≤150
15-42	2.0 ft.	2.5 ft.	3.0 ft.	3.0 ft.
48-72	3.0 ft.	3.0 ft.	3.5 ft.	4.0 ft.
78-108	3.0 ft.	3.5 ft.	4.0 ft.	4.5 ft.
Aluminum 3/4" x 3/4" x 7-1/2"				
15-42	2.5 ft.	3.0 ft.	3.5 ft.	3.5 ft.

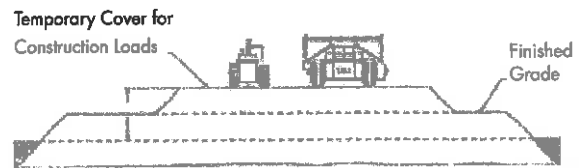
For more information, call one of CONTECH's Regional Offices located in the following cities:

Ohio (Corporate Office)	513-645-7000
California (San Bernardino)	909-885-8800
Colorado (Denver)	303-431-8999
Florida (Tampa)	727-544-8811
Georgia (Atlanta)	770-409-0814
Indiana (Indianapolis)	317-842-7766
Kansas (Kansas City)	913-906-9200
Maryland (Baltimore)	410-740-8490
Oregon (Portland)	503-258-3180
Texas (Dallas)	972-590-2000

Visit our web site: www.contech-cpi.com
800.338.1122

NOTHING IN THIS CATALOG SHOULD BE CONSTRUED AS AN EXPRESSED WARRANTY OR AN IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. SEE CONTECH'S STANDARD QUOTATION OR ACKNOWLEDGEMENT FOR APPLICABLE WARRANTIES AND OTHER TERMS AND CONDITIONS OF SALE.

UF-INSTAL-2 11/03



top of the maintained roadway surface.

Pipe Spacing

For multiple runs of ULTRA FLO, ample spacing must be used between runs to allow proper backfill placement and compaction. Pipe spacing will change depending upon pipe diameter, backfill material and compaction methods. General guidelines for spacing between runs of pipe are as shown below in Table 3:

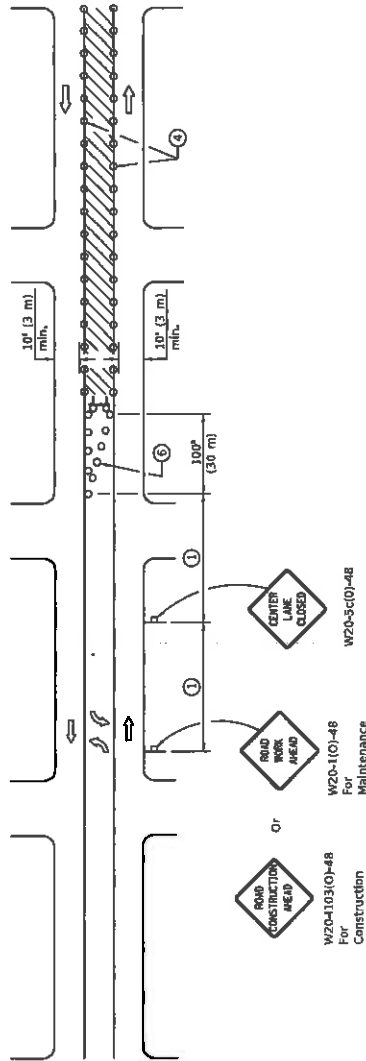
Table 3	
Diameters	Spacing*
Up to 24"	1/2 diameter of pipe
24" to 72"	1/2 diameter of pipe
Over 72"	36" space

*Spacing may be reduced if using controlled, low-strength material (flowable fill) for the backfill.

CONTECH
CONSTRUCTION PRODUCTS INC.

©2003 CONTECH CONSTRUCTION PRODUCTS INC.
All rights reserved. Printed in USA.

18th Street Culvert Repair Project Standards



CASE I
(Signs required for both directions)

- 1 Refer to SIGN SPACING TABLE for distances.
- 2 Required for speeds > 40 mph (70 km/h).
- 3 Required if work exceeds 500' (152 m) or 1 block.
- 4 Cones at 25' (8 m) centers for 250' (75 m) on approach. Additional cones may be placed at 50' (15 m) centers. When drums or type I or II barricades are used, the interval between devices may be doubled.
- 5 For approved sideroad closures.
- 6 Cones, drums or barricades at 20' (6 m) centers in taper.
- 7 Use flagger sign only when flagger is present.

GENERAL NOTES

This Standard is used to close one lane of an urban, two lane, two way roadway with a bidirectional turn lane.

Case I applies when no workers are present. When workers are present, two lanes shall be closed and traffic control shall be according to Standard 701501.

Calculate L as follows:

SPEED LIMIT	FORMULAS	
	English (Metric)	(Metric)
40 mph (70 km/h) or less:	$L = \frac{WS^2}{60}$	$L = \frac{WS^2}{150}$
45 mph (80 km/h) or greater:	$L = \frac{WS}{S}$	$L = \frac{WS}{S}$
	W = Width of offset in feet (meters).	
	S = Normal posted speed mph (km/h).	

All dimensions are in inches (millimeters) unless otherwise shown.

URBAN LANE CLOSURE, 2L, 2W, WITH BIDIRECTIONAL LEFT TURN LANE	
DATE	REVISIONS
1-1-18	Corrected sign number for TWO WAY TRAFFIC sign for CASE II.
1-1-17	Added flashing lights to Type III barr. Revised dev. & sign spacing. TWLTL taper length.

STANDARD 701502-08 (Sheet 1 of 2)

SIGN SPACING	
Posted Speed	Sign Spacing
55	500' (152 m)
50-45	350' (107 m)
≤45	250' (76 m)

SYMBOLS

- Work area
- Barricade or drum with flashing light
- Flagger with traffic control sign
- Cone, drum or barricade (Cones for daytime use only)
- Sign on portable or permanent support
- Type III barricade with flashing lights

Illinois Department of Transportation

PAUSED

ISSUED 1-1-01

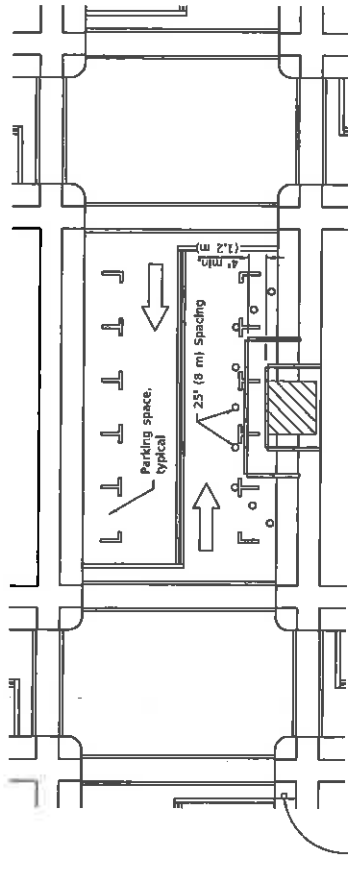
2018

2019

APPROVED

ENGINEER OF DESIGN AND ENVIRONMENT





W20-103(0)-48 for contract construction projects

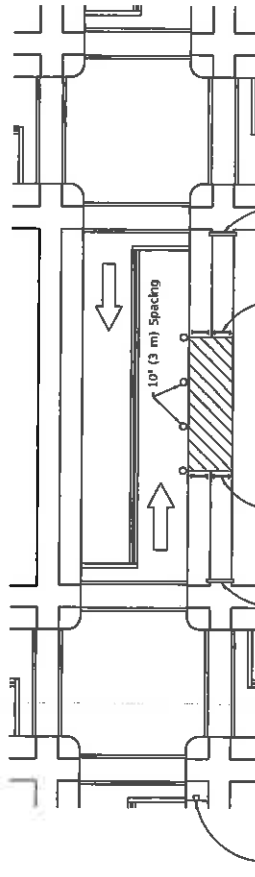


or

W20-101-48 for maintenance and utility projects



SIDEWALK DIVERSION



W20-103(0)-48 for contract construction projects



W20-101-48 for maintenance and utility projects



SIDEWALK CLOSURE

SYMBOLS

- Work area
- Sign on portable or permanent support
- Barricade or drum
- Cone, drum or barricade
- Type III barricade
- Detectable pedestrian channelizing barricade

GENERAL NOTES

This Standard is used where, at any time, pedestrian traffic must be rerouted due to work being performed.

This Standard must be used in conjunction with other Traffic Control & Protection Standards when roadway traffic is affected.

Temporary facilities shall be detectable and accessible.

The temporary pedestrian facilities shall be provided on the same side of the closed facilities whenever possible.

The SIDEWALK CLOSED / USE OTHER SIDE sign shall be placed at the nearest crosswalk or intersection to each end of the closure. When the closure occurs at a corner, the signs shall be erected on the corners across the street from the closure. The SIDEWALK CLOSED signs shall be used at the ends of the actual closures.

Type III barricades and R11-2-4830 signs shall be positioned as shown in "ROAD CLOSED TO ALL TRAFFIC" detail on Standard 701901.

All dimensions are in inches (millimeters) unless otherwise shown.

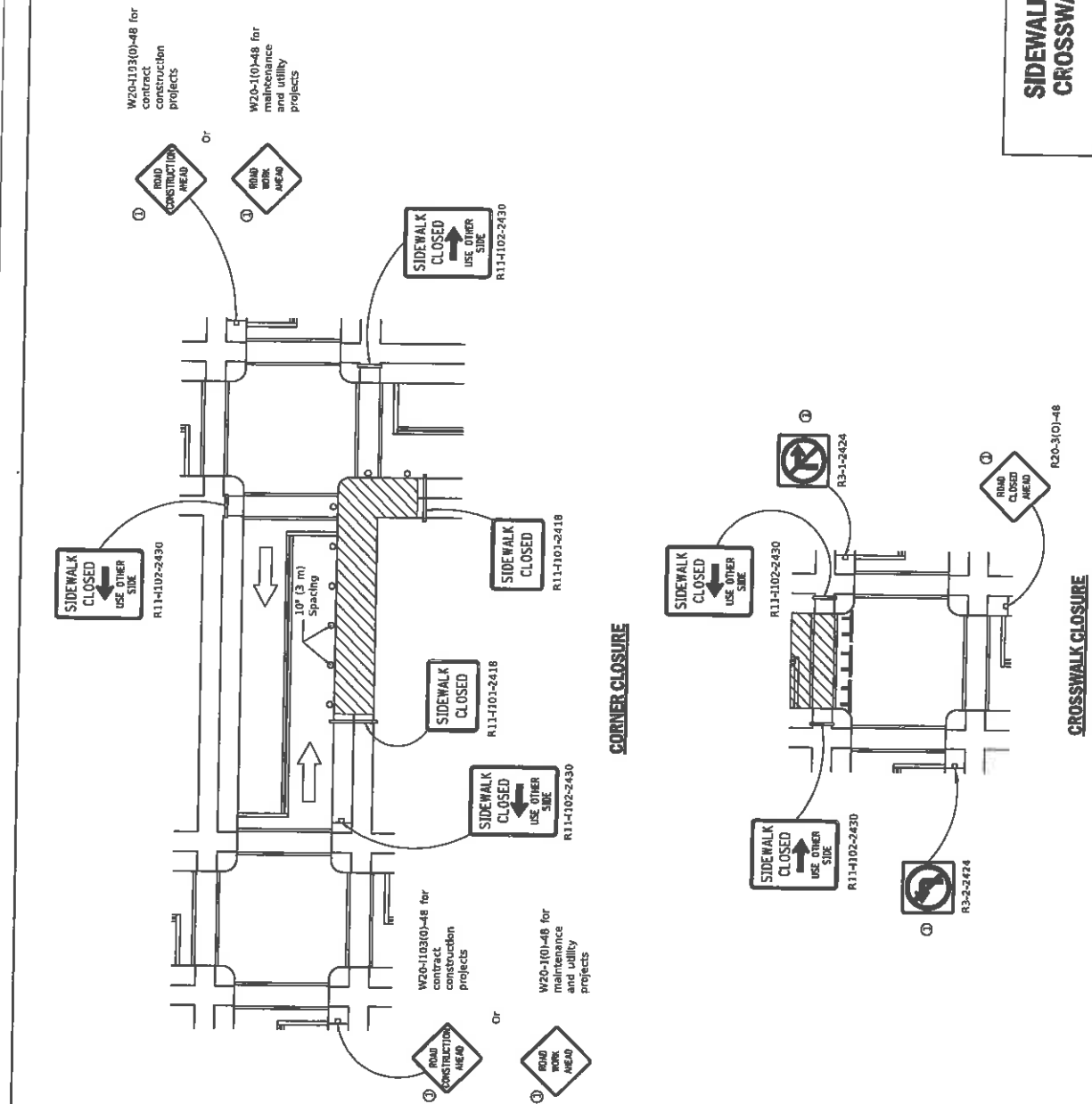
DATE	REVISIONS
4-1-16	Omitted orange safety fence from standard as this is covered in the std. spec.
1-1-12	Added SIDEWALK DIVERSION. Modified appearance of plan views. Renamed Std.

SIDEWALK, CORNER OR CROSSWALK CLOSURE

(Sheet 1 of 2)

STANDARD 701801-06

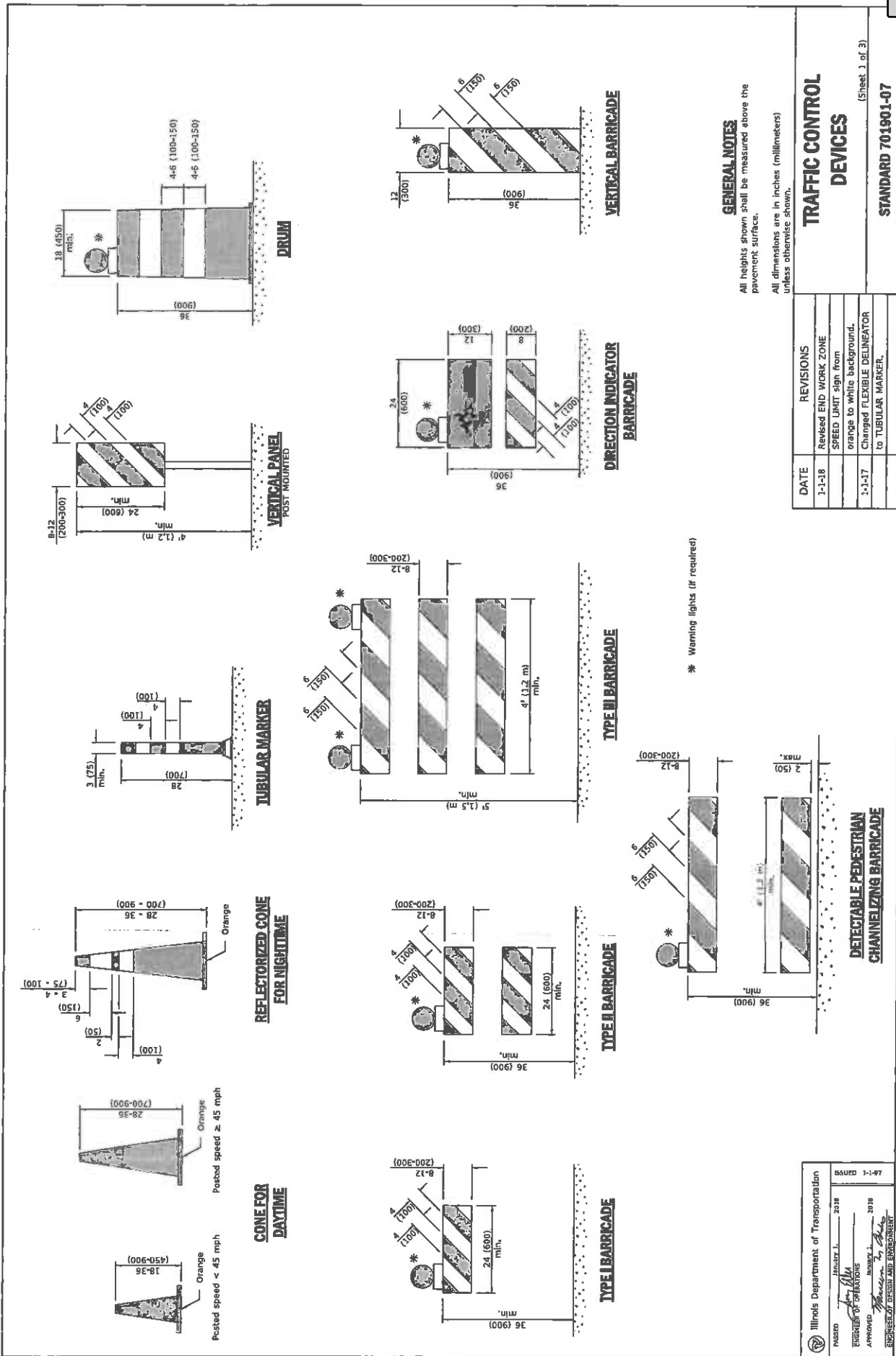
ILLINOIS Department of Transportation	ISSUED 1-1-97
APPROVED	2016
ENGINEER OF SAFETY ENGINEERING	2016
APPROVED	2016
ENGINEER OF DESIGN AND ENVIRONMENT	



SIDEWALK, CORNER OR CROSSWALK CLOSURE

STANDARD 701801-06
(Sheet 2 of 2)

Illinois Department of Transportation	ISSUED 1-1-07
	2016
	2016
APPROVED	ENGINEER OF DESIGN AND ENVIRONMENT



ROAD CONSTRUCTION NEXT X MILES
G20-1104(0)-6036

END CONSTRUCTION
G20-1105(0)-6024

This signing is required for all projects 2 miles (3200 m) or more in length.

ROAD CONSTRUCTION NEXT X MILES sign shall be placed 500' (150 m) in advance of project limits.

END CONSTRUCTION sign shall be erected at the end of the job unless another job is within 2 miles (3200 m).

Dual sign displays shall be utilized on multi-lane highways.

WORK LIMIT SIGNING

WORK ZONE SPEED LIMIT XX
W2-1-115(0)-3618
R2-1-3648

PHOTO ENFORCED \$XXX FINE MINIMUM
R10-1108p-3618
R2-1106p-3618

Sign assembly as shown on Standards or as allowed by District Operations.

END WORK ZONE SPEED LIMIT
G20-1103-6036

This sign shall be used when the above sign assembly is used.

HIGHWAY CONSTRUCTION SPEED ZONE SIGNS

*** R10-1108p shall only be used along roadways under the jurisdiction of the State.

POST MOUNTED SIGNS

*** When curb or paved shoulder are present this dimension shall be 24" (600) to the face of curb or 6' (1.8 m) to the outside edge of the paved shoulder.

SIGNS ON TEMPORARY SUPPORTS

*** When work operations exceed four days the dimension shall be 5' (1.5 m) min. to the face of curb or 6' (1.8 m) to the outside edge of the paved shoulder.

HIGH LEVEL WARNING DEVICE

FLAGGER TRAFFIC CONTROL SIGN

STOP

SLOW

MAX WIDTH XX' - XX" MILES AHEAD
W12-1103-4848

WIDTH RESTRICTION SIGN
XX'-XX" width and X miles are variable.

TRAFFIC CONTROL DEVICES

STANDARD 701801-07

ILLINOIS DEPARTMENT OF TRANSPORTATION

DESIGNED BY: [Signature] 2018

ENGINEERED BY: [Signature] 2018

APPROVED BY: [Signature] 2018

ENGINEER OF DESIGN AND ENVIRONMENT



Packet Pg. 482

18th Street Culvert Repair Project

Prevailing Wage Rates

**Prevailing Wage rates for
Tazewell County
effective Sept. 1, 2017**

Trade Title	Region	Type	Class	Base Wage	Fore- man	M-F OT	OSA	OSH	H/W	Pension	Vacation	Training
ASBESTOS ABT-GEN	NW	BLD		26.89	28.39	1.5	1.5	2	7.80	18.85	0.00	0.80
ASBESTOS ABT-GEN	NW	HWY		29.99	31.49	1.5	1.5	2	7.80	20.64	0.00	0.80
ASBESTOS ABT-GEN	SE	BLD		28.00	29.50	1.5	1.5	2	9.00	14.57	0.00	0.80
ASBESTOS ABT-MEC	ALL	BLD		32.78	35.28	1.5	1.5	2	12.12	11.70	0.00	0.72
BOILERMAKER	ALL	BLD		39.50	42.50	2	2	2	7.07	12.47	0.00	0.40
BRICK MASON	ALL	BLD		33.16	34.66	1.5	1.5	2	9.40	10.57	0.00	0.79
CARPENTER	ALL	BLD		32.01	34.26	1.5	1.5	2	8.45	17.10	0.00	0.54
CARPENTER	ALL	HWY		34.04	36.29	1.5	1.5	2	8.45	17.50	0.00	0.52
CEMENT MASON	ALL	BLD		30.52	32.27	1.5	1.5	2	8.26	16.40	0.00	0.50
CEMENT MASON	ALL	HWY		32.11	33.61	1.5	1.5	2	8.25	16.77	0.00	0.50
CERAMIC TILE FNSHER	ALL	BLD		30.86	30.86	1.5	1.5	2	9.40	10.57	0.00	0.77
ELECTRIC PWR EQMT OP	ALL	ALL		43.76	54.80	1.5	1.5	2	6.81	12.25	0.00	0.44
ELECTRIC PWR GRNDMAN	ALL	ALL		29.96	54.80	1.5	1.5	2	6.40	8.39	0.00	0.30
ELECTRIC PWR LINEMAN	ALL	ALL		48.61	54.80	1.5	1.5	2	6.96	13.61	0.00	0.49
ELECTRIC PWR TRK DRV	ALL	ALL		31.42	54.80	1.5	1.5	2	6.44	8.80	0.00	0.31
ELECTRICIAN	ALL	BLD		35.71	38.21	1.5	1.5	2	7.55	12.21	0.00	0.80
ELECTRONIC SYS TECH	ALL	BLD		28.00	30.00	1.5	1.5	2	7.10	11.44	0.00	0.40
ELEVATOR CONSTRUCTOR	ALL	BLD		43.43	48.86	2	2	2	15.28	15.71	3.47	0.60
GLAZIER	ALL	BLD		34.87	34.87	1.5	1.5	1.5	10.50	7.70	0.00	1.25
HT/FROST INSULATOR	ALL	BLD		43.70	46.20	1.5	1.5	2	12.12	12.96	0.00	0.72
IRON WORKER	ALL	BLD		32.41	34.31	1.5	1.5	2	10.66	15.47	0.00	0.54
IRON WORKER	ALL	HWY		36.82	38.82	1.5	1.5	2	10.66	15.47	0.00	0.64
LABORER	NW	BLD		25.89	27.39	1.5	1.5	2	7.80	18.85	0.00	0.80

LABORER	NW	HWY	29.24	30.74	1.5	1.5	2	7.80	20.64	0.00	0.80
LABORER	SE	BLD	28.00	29.50	1.5	1.5	2	9.00	14.57	0.00	0.80
LABORER	SE	HWY	32.00	33.50	1.5	1.5	2	9.00	16.62	0.00	0.80
LATHER	ALL	BLD	32.01	34.26	1.5	1.5	2	8.45	17.10	0.00	0.54
MACHINERY MOVER	ALL	HWY	35.98	37.98	1.5	1.5	2	9.49	13.91	0.00	0.00
MACHINIST	ALL	BLD	45.35	47.85	1.5	1.5	2	7.26	8.95	1.85	0.00
MARBLE FINISHERS	ALL	BLD	30.86		1.5	1.5	2	9.40	10.57	0.00	0.77
MARBLE MASON	ALL	BLD	32.61	33.86	1.5	1.5	2	9.40	10.57	0.00	0.78
MILLWRIGHT	ALL	BLD	31.74	33.99	1.5	1.5	2	8.45	17.72	0.00	0.54
MILLWRIGHT	ALL	HWY	33.59	35.33	1.5	1.5	2	8.20	16.95	0.00	0.52
OPERATING ENGINEER	ALL	BLD 1	39.69	42.69	1.5	1.5	2	9.00	19.23	0.00	3.00
OPERATING ENGINEER	ALL	BLD 2	36.83	42.69	1.5	1.5	2	9.00	19.23	0.00	3.00
OPERATING ENGINEER	ALL	BLD 3	32.12	42.69	1.5	1.5	2	9.00	19.23	0.00	3.00
OPERATING ENGINEER	ALL	HWY 1	39.69	42.69	1.5	1.5	2	9.00	19.23	0.00	3.00
OPERATING ENGINEER	ALL	HWY 2	36.83	42.69	1.5	1.5	2	9.00	19.23	0.00	3.00
OPERATING ENGINEER	ALL	HWY 3	32.12	42.69	1.5	1.5	2	9.00	19.23	0.00	3.00
PAINTER	ALL	ALL	35.35	37.35	1.5	1.5	1.5	10.30	8.20	0.00	1.35
PAINTER SIGNS	ALL	BLD	37.45	42.05	1.5	1.5	2	2.60	3.18	0.00	0.00
PILEDRIIVER	ALL	BLD	33.01	35.26	1.5	1.5	2	8.45	17.10	0.00	0.54
PILEDRIIVER	ALL	HWY	34.04	36.29	1.5	1.5	2	8.45	17.50	0.00	0.52
PIPEFITTER	ALL	BLD	38.90	43.18	1.5	1.5	2	7.10	12.53	0.00	1.06
PLASTERER	ALL	BLD	29.41	30.66	1.5	1.5	2	8.40	16.74	0.00	0.80
PLUMBER	ALL	BLD	35.57	38.77	1.5	1.5	2	7.10	14.71	0.00	0.95
ROOFER	ALL	BLD	31.00	32.55	1.5	1.5	2	9.00	9.20	0.00	0.30
SHEETMETAL WORKER	ALL	BLD	32.75	34.39	1.5	1.5	2	9.37	16.46	0.00	0.80
SIGN HANGER	ALL	HWY	36.82	38.82	1.5	1.5	2	10.66	15.47	0.00	0.64
SPRINKLER FITTER	ALL	BLD	37.12	39.87	1.5	1.5	2	8.42	8.50	0.00	0.35
STEEL ERECTOR	ALL	HWY	36.82	38.82	1.5	1.5	2	10.66	15.47	0.00	0.64
STONE MASON	ALL	BLD	33.16	34.66	1.5	1.5	2	9.40	10.57	0.00	0.79
TERRAZZO FINISHER	ALL	BLD	30.86		1.5	1.5	2	9.40	10.57	0.00	0.77
TERRAZZO MASON	ALL	BLD	32.61	32.61	1.5	1.5	2	9.40	10.57	0.00	0.78

TILE MASON	ALL	BLD		32.61	33.86	1.5	1.5	2	9.40	10.57	0.00	0.78
TRUCK DRIVER	ALL	ALL	1	36.15	40.04	1.5	1.5	2	12.16	5.89	0.00	0.25
TRUCK DRIVER	ALL	ALL	2	36.67	40.04	1.5	1.5	2	12.16	5.89	0.00	0.25
TRUCK DRIVER	ALL	ALL	3	36.91	40.04	1.5	1.5	2	12.16	5.89	0.00	0.25
TRUCK DRIVER	ALL	ALL	4	37.25	40.04	1.5	1.5	2	12.16	5.89	0.00	0.25
TRUCK DRIVER	ALL	ALL	5	38.23	40.04	1.5	1.5	2	12.16	5.89	0.00	0.25
TRUCK DRIVER	ALL	O&C	1	28.92	32.03	1.5	1.5	2	12.16	5.89	0.00	0.25
TRUCK DRIVER	ALL	O&C	2	29.34	32.03	1.5	1.5	2	12.16	5.89	0.00	0.25
TRUCK DRIVER	ALL	O&C	3	29.53	32.03	1.5	1.5	2	12.16	5.89	0.00	0.25
TRUCK DRIVER	ALL	O&C	4	29.80	32.03	1.5	1.5	2	12.16	5.89	0.00	0.25
TRUCK DRIVER	ALL	O&C	5	30.58	32.03	1.5	1.5	2	12.16	5.89	0.00	0.25
TUCKPOINTER	ALL	BLD		33.16	34.66	1.5	1.5	2	9.40	10.57	0.00	0.79

Legend

M-F OT Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OSA Overtime pay required for every hour worked on Saturdays

OSH Overtime pay required for every hour worked on Sundays and Holidays

H/W Health/Welfare benefit

Explanations TAZEWELL COUNTY

ASBESTOS - See Laborers

CARPENTERS (NORTH) - That part of the county North including the towns of Marquette Hts., Morton, Creve Coeur and Deer Creek.

LABORERS (NORTHWEST) - The area bounded by the old city limits of East Peoria.

MILLWRIGHTS - See Carpenters PILEDRIVERS - See Carpenters

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - Removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

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

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

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

Class 4. Low Boy and Oil Distributors.

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

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

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

OPERATING ENGINEERS - BUILDING

Class 1. Cranes; Overhead Cranes; Gradall; All Cherry Pickers; Mechanics; Central Concrete Mixing Plant Operator; Road Pavers (27E - Dual Drum - Tri Batchers); Blacktop Plant Operators and Plant Engineers; 3 Drum Hoist; Derricks; Hydro Cranes; Shovels; Skimmer Scoops; Koehring Scooper; Drag Lines; Backhoe; Derrick Boats; Pile Drivers and Skid Rigs; Locomotive Cranes; Dredge (all types) Motor Patrol; Power Blades - Dumore - Elevating and similar types; Tower Cranes (Crawler-Mobile) and Stationary; Crane-type Backfiller; Drott Yumbo and similar types considered as Cranes; Caisson Rigs; Dozer; Tournadozer; Work Boats; Ross Carrier; Helicopter; Tournapulls - all and similar types; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Heavy Equipment Greaser; CMI, CMI Belt Placer, Auto Grade & 3 Track and similar types; Side Booms; Multiple Unit Earth Movers; Creter Crane; Trench Machine; Pump-crete-Belt Crete-Squeeze Cretes-Screw-type Pumps and Gypsum; Bulker & Pump - Operator will clean; Formless Finishing Machine; Flaherty Spreader or similar

types; Screed Man on Laydown Machine; Wheel Tractors (Industrial or Farm-type w/Dozer-Hoe-Endloader or other attachments); F.W.D. & Similar Types; Vermeer Concrete Saw.

Class 2. Dinkeys; Power Launches; PH One-pass Soil Cement Machine (and similar types); Pugmill with Pump; Backfillers; Euclid Loader; Forklifts; Jeeps w/Ditching Machine or other attachments; Tunneler; Automatic Cement and Gravel Batching Plants; Mobile Drills (Soil Testing) and similar types; Gurries and Similar Types; (1) and (2) Drum Hoists (Buck Hoist and Similar Types); Chicago Boom; Boring Machine & Pipe Jacking Machine; Hydro Boom; Dewatering System; Straw Blower; Hydro Seeder; Assistant Heavy Equipment Greaser on Spread; Tractors (Track type) without Power Unit pulling Rollers; Rollers on Asphalt -- Brick Macadam; Concrete Breakers; Concrete Spreaders; Mule Pulling Rollers; Center Stripper; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Cement Finishing Machine; Barber Green or similar loaders; Vibro Tamper (All similar types) Self-propelled; Winch or Boom Truck; Mechanical Bull Floats; Mixers over 3 Bag to 27E; Tractor pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Truck Type Hoptoe Oilers; Fireman; Spray Machine on Paving; Curb Machines; Truck Crane Oilers; Oil Distributor; Truck-Mounted Saws.

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

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

CLASS 1. Cranes; Hydro Cranes; Shovels; Crane Type Backfiller; Tower, Mobile, Crawler, & Stationary Cranes; Derricks; Hoists (3 Drum); Draglines; Drott Yumbo & Similar Types considered as Cranes; 360 Degree Swing Excavator (Shears, Grapples, Movacs, etc.); Back Hoe; Derrick Boats; Pile Driver and Skid Rigs; Clam Shell; Locomotive - Cranes; Road Pavers - Single Drum - Dual Drum - Tri Batcher; Motor Patrols & Power Blades - Dumore - Elevating & Similar Types; Mechanics; Central Concrete Mixing Plant Operator; Asphalt Batch Plant Operators and Plant Engineers; Gradall; Caisson Rigs; Skimmer Scoop - Koering Scooper; Dredges (all types); Hoptoe; All Cherry Pickers; Work Boat; Ross Carrier; Helicopter; Dozer; Tournadozer; Tournapulls - all and similar types; Operation of Concrete and all Recycle Machines; Multiple Unit Earth Movers; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Operation of Material Crusher, Screening Plants, and Tunnel Boring Machine; Heavy Equipment Greaser (top greaser on spread); CMI, Auto Grade, CMI Belt Placer & 3 Track and Similar Types; Side Booms; Asphalt Heater & Planer Combination (used to plane streets); Wheel Tractors (with Dozer, Hoe or Endloader Attachments); CAT Earthwork Compactors and Similar Types; Blaw Knox Spreader and Similar Types; Trench Machines; Pump Crete - Belt Crete - Squeeze Crete - Screw Type Pumps and Gypsum (operator will clean); Creter Crane; Operation of Concrete Pump Truck; Formless Finishing

Machines; Flaherty Spreader or Similar Types; Screed Man on Laydown Machine; Vermeer Concrete Saw; Operation of Laser Screed; Span Saw; Dredge Leverman; Dredge Engineer; Lull or Similar Type; Hydro-Boom Truck; Operation of Guard Rail Machine; and Starting Engineer on Pipeline or Construction (11 or more pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc, and Ground Heater (Trailer Mounted).

CLASS 2. Bulker & Pump; Power Launches; Boring Machine & Pipe Jacking Machine; Dinkeys; Operation of Carts, Powered Haul Unit for a Boring Machine; P & H One Pass Soil Cement Machines and Similar Types; Wheel Tractors (Industry or Farm Type - Other); Back Fillers; Euclid Loader; Fork Lifts; Jeep w/Ditching Machine or Other Attachments; Tunneluger; Automatic Cement & Gravel Batching Plants; Mobile Drills - Soil Testing and Similar Types; Pugmill with Pump; All (1) and (2) Drum Hoists; Dewatering System; Straw Blower; Hydro-Seeder; Bump Grinders (self-propelled); Assistant Heavy Equipment Greaser; Apsco Spreader; Tractors (Track-Type) without Power Units Pulling Rollers; Rollers on Asphalt - Brick or Macadam; Concrete Breakers; Concrete Spreaders; Cement Strippers; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Vibro-Tampers (All Similar Types Self-Propelled); Mechanical Bull Floats; Self-Propelled Concrete Saws; Truck Mounted Power Saws; Operation of Curb Cutters; Mixers - Over Three (3) Bags; Winch and Boom Trucks; Tractor Pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Mule Pulling Rollers; Pugmill without Pump; Barber Greene or Similar Loaders; Track Type Tractor w/Power Unit attached (minimum); Fireman; Spray Machine on Paving; Curb Machines; Paved Ditch Machine; Power Broom; Self-Propelled Sweepers; Self-Propelled Conveyors; Power Subgrader; Oil Distributor; Straight Tractor; Truck Crane Oiler; Truck Type Oilers; Directional Boring Machine; Horizontal Directional Drill; Articulating End Dump Vehicles; Starting Engineer on Pipeline or Construction (6 -10 pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

CLASS 3. Straight Framed Truck Mounted Vac Unit (separately powered); Trac Air Machine (without attachments); Rollers - Five Ton and Under on Earth and Gravel; Form Graders; Bulk Cement Plant; Oilers; and Starting Engineer on Pipeline or Construction (3 - 5 pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscape work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

**Local Public Age
Formal Contract**

PROPOSAL SUBMITTED BY		
Keppler Environmental Inc.		
Contractor's Name		
Street	P.O. Box	
Athens	IL	626
City	State	Zip Code

STATE OF ILLINOISCOUNTY Tazewell

City of Pekin

(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OFSTREET NAME OR ROUTE Thrush Creek Erosion Repairs

SECTION NO. _____

TYPES OF FUNDS Local☒ SPECIFICATIONS (required)☒ PLANS (required)☒ CONTRACT BOND (when required)**For Municipal Projects
Submitted/Approved/Passed**☒ Mayor ☐ President of Board of Trustees ☐ Municipal Official

Date

Attachment: Thrush Repair contract (1564 : Resolution for Storm Water Fall of 2018 Bids and Engineering Tasks)

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Thrush Ave. Creek

1. THIS AGREEMENT, made and concluded the _____ day of November, 2018
 Month and Year
 between the City of Pekin
 acting by and through its Council known as the party of the first part,
Keppler Environmental Inc. his/their executors, administrators, successors or assign
 known as the party of the second part.

2. Witnesseth: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to the presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.

3. And it is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Thrush Creek Erosion Repair, in Pekin, IL, are essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

Attest:

The _____ of _____

Clerk

By _____

Party of the First Part

(Seal)

(If a Corporation)

Corporate Name _____

By _____

President

Party of the Second Part

(If a Co-Partnership)

Attest:

Secretary

Partners doing Business under the firm name of _____

Party of the Second Part

(If an individual)

Party of the Second Part

Attachment: Thrush Repair contract (1564 : Resolution for Storm Water Fall of 2018 Bids and Engineering Tasks)



County Tazewell
Local Public Agency City of Pekin
Section _____
Route Thrush Ave. Creek Erosion

(For complete information covering these items, see plans and specifications)

Bidder's Proposal for making Entire Improvements

Item No.	Items	Unit	Quantity	Unit Price	Total
1	Stone Riprap, RR4A	Tons	200	73.50	14,700.00
2	Concrete Structures	Cu. Yd.	13.5	2,370.37	22,000.00
3	Epoxy Coated Reinforcement	Pounds	1085	1.36	1,449.00
4	Mobilization	L. Sum	1	6,300	6,300.00
TOTAL OF QUOTE					44,449.00

NOTICE TO BIDDERS

County TazewellLocal Public Agency City of Pekin

Section Number _____

Route Thrush Ave. Creek Erosion

Sealed proposals for the improvement described below will be received at the office of City of Pekin City Clerk,
111 S. Capitol St. until 10:00 AM on November 6, 2018
 Address Time Date

Sealed proposals will be opened and read publicly at the office of the City of Pekin City Clerk
111 S. Capitol St. at 10:00 AM on November 6, 2018
 Address Time Date

DESCRIPTION OF WORK

Name Thrush Ave. Creek Erosion Repairs Project Length: _____ feet (_____ miles)
 Location City of Pekin
 Proposed Improvement Encase existing sanitary sewer pipe in concrete and place RR4 riprap to control erosion

1. Plans and proposal forms will be available in the office of City Clerk, City Hall
111 S. Capitol Street Pekin, IL 61554
 Address
2. ☐ Prequalification
 If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.
3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.
4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
 - a. BLR 12200: Local Public Agency Formal Contract Proposal
 - b. BLR 12200a Schedule of Prices
 - c. BLR 12230: Proposal Bid Bond (if applicable)
 - d. ~~BLR 12325: Apprenticeship or Training Program Certification (do not use for federally funded projects)~~
 - e. ~~BLR 12326: Affidavit of Illinois Business Office~~
5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

RETURN WITH BID

PROPOSAL

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Thrush Ave. Creek Erosion

1. Proposal of Thrush Ave. Creek Erosion Repairs Project

for the improvement of the above section by the construction of Encase exposed sanitary sewer pipe in concrete, place RR4 riprap to control erosion, and all related work.

a total distance of _____ feet, of which a distance of _____ feet, (_____ miles) are to be improved

2. The plans for the proposed work are those prepared by City of Pekin and approved by the Department of Transportation on _____
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within _____ working days or by January 31, 2018 unless additional time is granted in accordance with the specifications.
6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to:
City of Pekin Treasurer of _____
 The amount of the check is _____ (_____).
7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check is placed in another proposal, it will be found in the proposal for: Section Number _____.
8. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.
9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this contract.
12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.

Attachment: Thrush Repair contract (1564 : Resolution for Storm Water Fall of 2018 Bids and Engineering Tasks)

Local Agency Proposal Bid Bond

Route	Thrush Ave. Creek Erosion
County	Tazewell
Local Agency	City of Pekin
Section	

WE Keppler Environmental Management, Inc. as PRINCIPAL,
and American Contractors Indemnity Company as SURETY,

Attachment: Thrush Repair contract (1564 : Resolution for Storm Water Fall of 2018 Bids and Engineering Tasks)

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Jeremy Crawford, Michael D. Williams, William J. Nemec, Tanya Fukushima,
William Gerber or Michael E. Konzen of Golden Valley, Minnesota

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Five Million***** Dollars (\$ **5,000,000.00**).

This Power of Attorney shall expire without further action on November 3, 2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of November, 2016.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By:

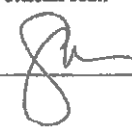

Daniel P. Aguilar, Vice President

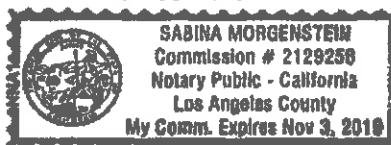
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles SS:

On this 1st day of November, 2016, before me, Sabina Morgenstein, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature  (Seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 5th day of November, 2018.

Corporate Seals

Bond No. 1001125102-2
Agency No. 8219

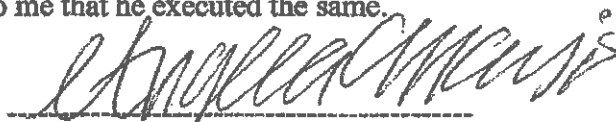



Kio Lo, Assistant Secretary

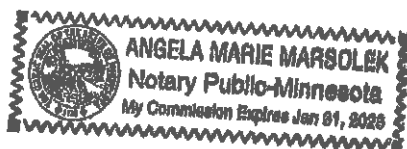
Acknowledgment of Surety

State of Minnesota
County of Anoka

On this 5th day of November, 2018 before me personally appeared Jeremy Crawford who acknowledged that he or she is the attorney in fact who is authorized to sign on behalf of American Contractors Indemnity Company (surety company), the foregoing instrument, and he thereupon duly acknowledged to me that he executed the same.



Notary Public





City of Pekin

Department of Public Works

Addendum #1

CITY OF PEKIN, IL THRUSH AVE. CREEK EROSION REPAIRS PROJECT

Per this addendum the following changes to the specifications shall be made:

1. Remove prevailing wage rates due to state update. Replace with attached corrected prevailing wage rates.
2. All work shall be completed by January 31, 2019, not January 31, 2018.

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

Acknowledged by : Brandon Keppler Date: 11-4-18

Michael Guerra, P.E., City Engineer
111 South Capitol Street, Pekin, IL 61554
Phone (309) 477-2300 * Fax (309) 346-2095 * Email: mmguerra@ci.pekin.il.us

RETURN WITH BID

CONTRACTOR CERTIFICATIONS

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Thrush Ave. Creek Erosion

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative Code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be cancelled.

Attachment: Thrush Repair contract (1564 : Resolution for Storm Water Fall of 2018 Bids and Engineering Tasks)

SIGNATURES

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Thrush Ave. Creek Erosion

(If an individual)

Signature of Bidder _____

Business Address _____

(If a partnership)

Firm Name K

Signed By _____

Business Address _____

Inset Names and Addressed of All Partners



(If a corporation)

Corporate Name Keppler Environmental, Inc.

Signed By [Signature]

President

Business Address P.O. Box 62 Athens, IL 62613

Insert Names of Officers

President Brandon Keppler
 Secretary Brandon Keppler
 Treasurer Brandon Keppler

Attest:

Brandon Keppler
 Secretary

Attachment: Thrush Repair contract (1564 : Resolution for Storm Water Fall of 2018 Bids and Engineering Tasks)



City of Pekin

Department of Public Works

SUMMARY OF WORK

The City of Pekin is accepting bids to encase an existing 8" ductile iron sanitary sewer pipe in concrete, place riprap to control erosion, and all associated work.

All work shall be completed by January 31, 2018 unless extension granted by the City Engineer due to weather restrictions.

All questions can be directed to Mike Guerra at (309) 478-5348 or Josie Esker at (309) 478-5399.

SCOPE OF WORK

It is understood and agreed that the quantities mentioned herein for unit price items are only approximate and are assumed SOLELY for the comparison of quantities of the various classes of work that are to be performed under the Contract, and that if awarded, the Contract for the WORK therein mentioned, the undersigned will not make any claim for damages or for loss of profits, or for an extension of time for the performance of the WORK because of difference between the quantities of the various classes of work assumed for comparison of bids and the quantities of work actually performed. It is understood that there may be unforeseen circumstances that may result in additional work. Prior approval from the City Engineer will be required before that work will be authorized to be performed.

All work will be done in accordance with the Standard Specifications for Water and Sewer Main Construction in Illinois, the Illinois Department of Transportation Standard Specification for Road and Bridge Construction adopted April 1, 2016, and the Illinois Department of Transportation Supplemental Specifications. In addition to the following:

Stone Riprap, RR4A (Tons) – This work shall include furnishing and placing RR4 Stone Riprap, Quality A to the satisfaction of the Engineer. Dumping riprap over the edge of the ravine to create a stockpile shall be allowed, provided that the channel is left open at the end of each work day and no damage is done to the sanitary sewer manhole or sanitary sewer pipe. Only minimal excavation in the channel is expected. No material is planned to be hauled off site. Some shaping of the existing RR3 riprap will be necessary before new riprap is placed; this shall be included in the cost of Stone Riprap RR4A.

Concrete Structures (Cu. Yd.) – This pay item shall consist of placing concrete around the existing 8-inch sanitary sewer pipe as shown in the plans. Properly supporting the pipe during the work to avoid contamination of the creek shall be included in the cost of the Concrete Encasement. A temporary dam, piping, or pumping system will be necessary to divert the flow of water long enough for the concrete to set. Contractor shall submit a flow diversion plan to the Engineer for approval prior to construction. Flow diversion shall be included in the cost of the Concrete Encasement.

Epoxy Coated Reinforcement (Pound) – This pay item shall include furnishing and placing reinforcement bars. $F_y=60,000$ psi (minimum). Cutting, bending, and epoxy coating the reinforcement bars shall conform to section 508 of the IDOT Standard Specifications.

Mobilization (Lump Sum) – This work shall consist of preparatory work and operations necessary for the movement of personnel, equipment, supplies, incidentals to the project site, facilities necessary for the work on the project and for all other work or operations which must be performed or cost incurred when beginning work on the project. Access to the project is limited; see the following sheets for access locations. Contractor shall create a small access road out of

Michael Guerra, P.E., City Engineer
111 South Capitol Street, Pekin, IL 61554
Phone (309) 477-2300 * Fax (309) 346-2095 * Email: mmguerra@ci.pekin.il.us

Attachment: Thrush Repair contract (1564 : Resolution for Storm Water Fall of 2018 Bids and Engineering Tasks)

RETURN WITH BID

PAPER BID BOND

Packet Pg. 505

RR3 riprap, quality B from East Court Village parking lot down to creek. Access road for small equipment shall be included in the cost of Mobilization. Any portion of the creek banks that are disturbed during the construction shall be repaired with 12" of RR3 riprap. These repairs shall be included in the Mobilization costs.

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," in effect on the date of invitation for bids. These special provisions included herein apply to and govern the proposed improvement and in case of conflict with any part or parts of said specifications, said special provisions shall take precedence and shall govern.

CONTRACTOR INFORMATION:

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

- Certificate of insurance; minimum \$1,000,000 coverage
- Additional Insured named on certificate of insurance:
 - East Court Village, L.L.C.
 - Cullinan Properties, LTD.
 - 420 N. Main Street, East Peoria, IL 61611
 - Its parent and affiliates are named as additional insured for General Liability and Auto Liability on a primary/non-contributory basis including a waiver of subrogation in favor of them.
 - Worker's comp includes a waiver of subrogation in favor East Court Village, L.L.C. and Cullinan Properties, LTD., parent, and affiliates.
- One year warranty on all completed work to be delivered to municipality.
- Day and night phone numbers for the contractor's representative
- Certified Weekly Payrolls and Monthly Equal Employment Opportunity Reports
- Start date and proposed schedule of work

PREVAILING WAGE:

Contractor shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Wages of Employees on Public Works Act (820 ILCS 130/1-12).

SCHEDULE OF CONSTRUCTION:

Contractor will coordinate with the Engineer prior to beginning any work. A preconstruction meeting will be held prior to any work being performed. This meeting will be scheduled following the award of the project.

RIGHTS OF THE MUNICIPALITY:

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

TREES/SEEDING/EROSION CONTROL:

Any seeding and erosion control required because of disturbance by construction and tracking in and out of the job site must be completed under Engineer's direction. This work and all materials required to perform this work is minimal and shall be incidental to the contract. Any tree clearing and de-grubbing necessary to create access down to the job site will be incidental to the contract. Contractor shall obtain written permission before removing any trees larger than 6 inches in diameter.

PUBLIC SAFETY AND CONVENIENCE:

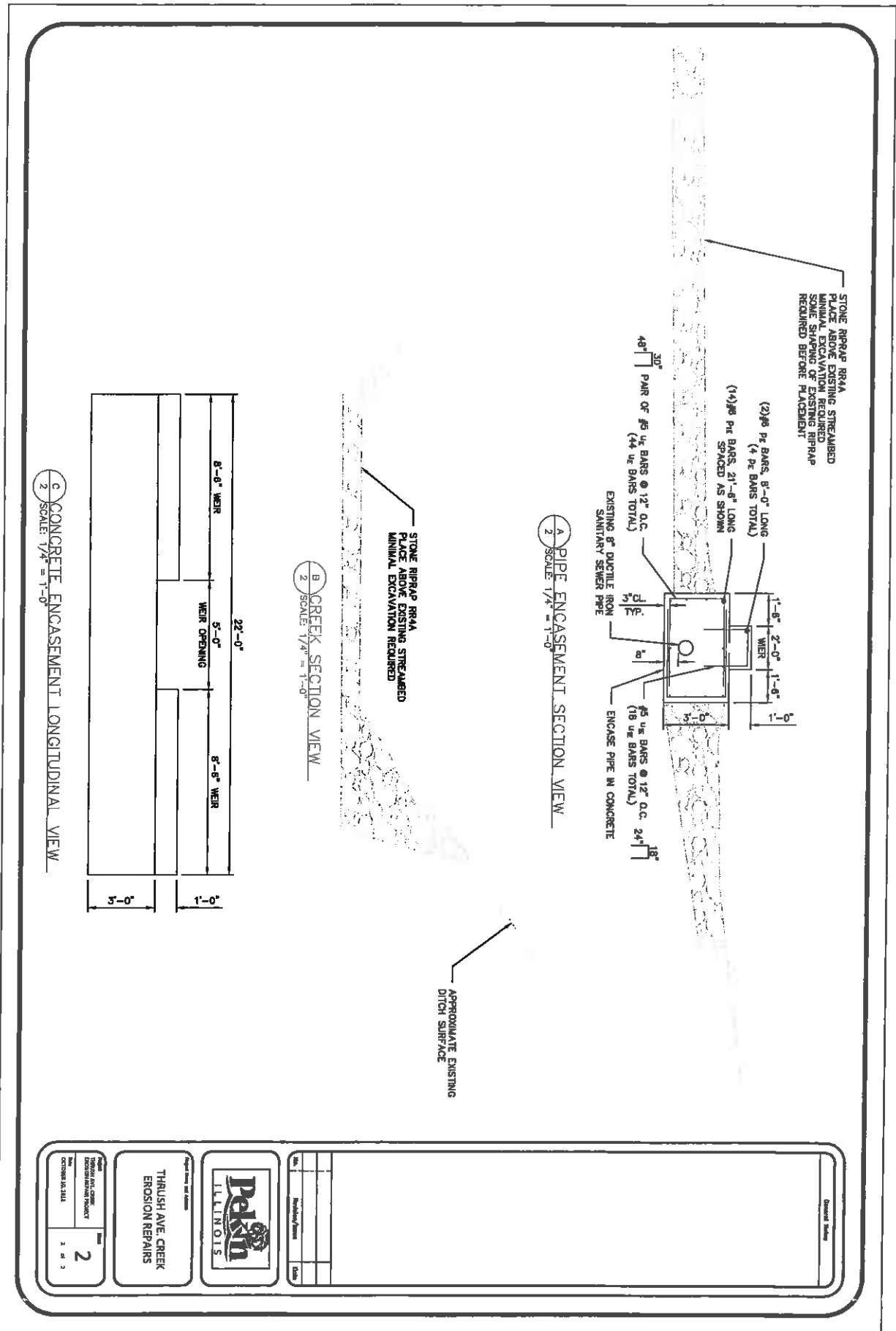
The contractor shall at all times conduct his work so as to ensure the least possible obstructions to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property in a manner satisfactory to the Engineer.

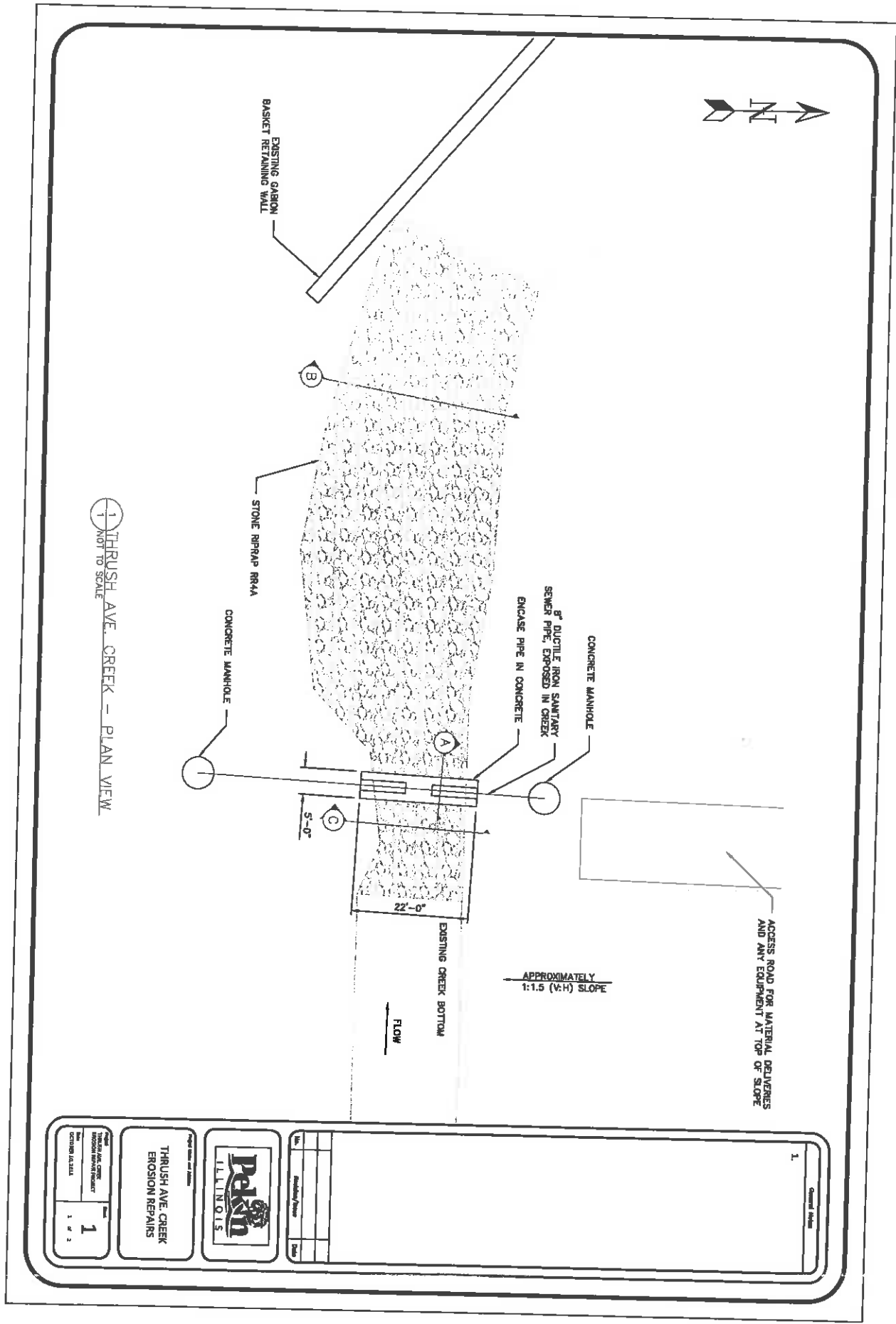
PAYMENTS:

Payments will be made at the completion of the repairs and will require the following documentation: Concrete tickets and compressive strength test results, Riprap tickets from a IDOT approved quarry.

Attachment: Thrush Repair contract (1564 : Resolution for Storm Water Fall of 2018 Bids and Engineering Tasks)

Michael Guerra, P.E., City Engineer
111 South Capitol Street, Pekin, IL 61554
Phone (309) 477-2300 * Fax (309) 346-2095 * Email: mmguerra@ci.pekin.il.us



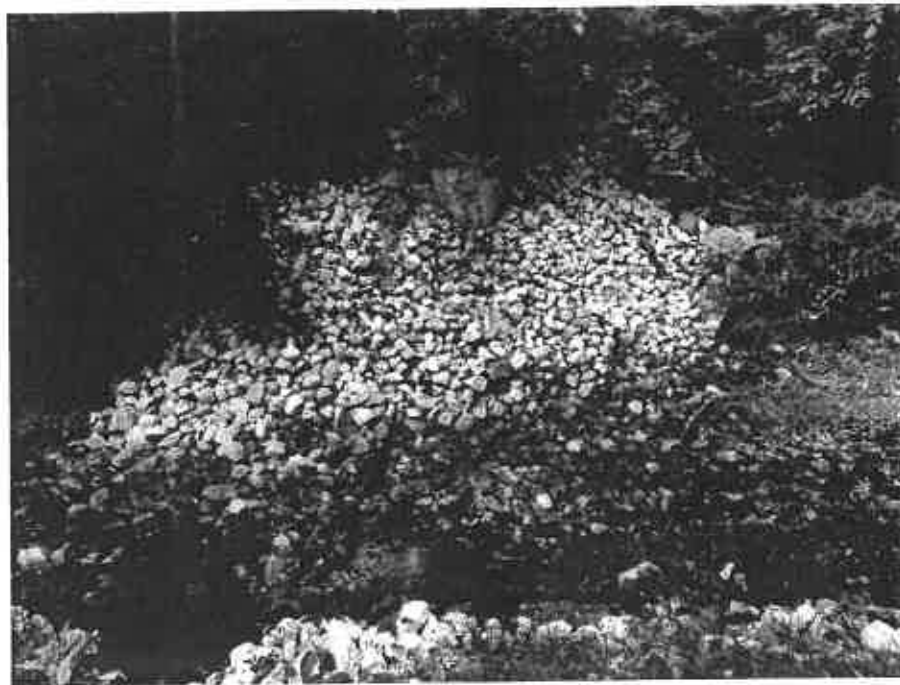


Thrush Ave. Creek Erosion Repairs Project Location





Thrush Ave. Creek Erosion Repairs Project Photographs





Thrush Ave. Creek Erosion Repairs Project

Prevailing Wage Rates

**Prevailing Wage rates for
Tazewell County
effective Sept. 1, 2017**

Trade Title	Region	Type	Class	Base Wage	Fore- man	M-F OT	OSA	OSH	H/W	Pension	Vacation	Training
				Wage								
ASBESTOS ABT-GEN	NW	BLD		26.89	28.39	1.5	1.5	2	7.80	18.85	0.00	0.80
ASBESTOS ABT-GEN	NW	HWY		29.99	31.49	1.5	1.5	2	7.80	20.64	0.00	0.80
ASBESTOS ABT-GEN	SE	BLD		28.00	29.50	1.5	1.5	2	9.00	14.57	0.00	0.80
ASBESTOS ABT-MEC	ALL	BLD		32.78	35.28	1.5	1.5	2	12.12	11.70	0.00	0.72
BOILERMAKER	ALL	BLD		39.50	42.50	2	2	2	7.07	12.47	0.00	0.40
BRICK MASON	ALL	BLD		33.16	34.66	1.5	1.5	2	9.40	10.57	0.00	0.79
CARPENTER	ALL	BLD		32.01	34.26	1.5	1.5	2	8.45	17.10	0.00	0.54
CARPENTER	ALL	HWY		34.04	36.29	1.5	1.5	2	8.45	17.50	0.00	0.52
CEMENT MASON	ALL	BLD		30.52	32.27	1.5	1.5	2	8.26	16.40	0.00	0.50
CEMENT MASON	ALL	HWY		32.11	33.61	1.5	1.5	2	8.25	16.77	0.00	0.50
CERAMIC TILE FNSHER	ALL	BLD		30.86	30.86	1.5	1.5	2	9.40	10.57	0.00	0.77
ELECTRIC PWR EQMT OP	ALL	ALL		43.76	54.80	1.5	1.5	2	6.81	12.25	0.00	0.44
ELECTRIC PWR GRNDMAN	ALL	ALL		29.96	54.80	1.5	1.5	2	6.40	8.39	0.00	0.30
ELECTRIC PWR LINEMAN	ALL	ALL		48.61	54.80	1.5	1.5	2	6.96	13.61	0.00	0.49
ELECTRIC PWR TRK DRV	ALL	ALL		31.42	54.80	1.5	1.5	2	6.44	8.80	0.00	0.31
ELECTRICIAN	ALL	BLD		35.71	38.21	1.5	1.5	2	7.55	12.21	0.00	0.80
ELECTRONIC SYS TECH	ALL	BLD		28.00	30.00	1.5	1.5	2	7.10	11.44	0.00	0.40
ELEVATOR CONSTRUCTOR	ALL	BLD		43.43	48.86	2	2	2	15.28	15.71	3.47	0.60
GLAZIER	ALL	BLD		34.87	34.87	1.5	1.5	1.5	10.50	7.70	0.00	1.25
HT/FROST INSULATOR	ALL	BLD		43.70	46.20	1.5	1.5	2	12.12	12.96	0.00	0.72
IRON WORKER	ALL	BLD		32.41	34.31	1.5	1.5	2	10.66	15.47	0.00	0.54
IRON WORKER	ALL	HWY		36.82	38.82	1.5	1.5	2	10.66	15.47	0.00	0.64
LABORER	NW	BLD		25.89	27.39	1.5	1.5	2	7.80	18.85	0.00	0.80

LABORER	NW	HWY	29.24	30.74	1.5	1.5	2	7.80	20.64	0.00	0.80
LABORER	SE	BLD	28.00	29.50	1.5	1.5	2	9.00	14.57	0.00	0.80
LABORER	SE	HWY	32.00	33.50	1.5	1.5	2	9.00	16.62	0.00	0.80
LATHER	ALL	BLD	32.01	34.26	1.5	1.5	2	8.45	17.10	0.00	0.54
MACHINERY MOVER	ALL	HWY	35.98	37.98	1.5	1.5	2	9.49	13.91	0.00	0.00
MACHINIST	ALL	BLD	45.35	47.85	1.5	1.5	2	7.26	8.95	1.85	0.00
MARBLE FINISHERS	ALL	BLD	30.86		1.5	1.5	2	9.40	10.57	0.00	0.77
MARBLE MASON	ALL	BLD	32.61	33.86	1.5	1.5	2	9.40	10.57	0.00	0.78
MILLWRIGHT	ALL	BLD	31.74	33.99	1.5	1.5	2	8.45	17.72	0.00	0.54
MILLWRIGHT	ALL	HWY	33.59	35.33	1.5	1.5	2	8.20	16.95	0.00	0.52
OPERATING ENGINEER	ALL	BLD 1	39.69	42.69	1.5	1.5	2	9.00	19.23	0.00	3.00
OPERATING ENGINEER	ALL	BLD 2	36.83	42.69	1.5	1.5	2	9.00	19.23	0.00	3.00
OPERATING ENGINEER	ALL	BLD 3	32.12	42.69	1.5	1.5	2	9.00	19.23	0.00	3.00
OPERATING ENGINEER	ALL	HWY 1	39.69	42.69	1.5	1.5	2	9.00	19.23	0.00	3.00
OPERATING ENGINEER	ALL	HWY 2	36.83	42.69	1.5	1.5	2	9.00	19.23	0.00	3.00
OPERATING ENGINEER	ALL	HWY 3	32.12	42.69	1.5	1.5	2	9.00	19.23	0.00	3.00
PAINTER	ALL	ALL	35.35	37.35	1.5	1.5	1.5	10.30	8.20	0.00	1.35
PAINTER SIGNS	ALL	BLD	37.45	42.05	1.5	1.5	2	2.60	3.18	0.00	0.00
PILEDRIIVER	ALL	BLD	33.01	35.26	1.5	1.5	2	8.45	17.10	0.00	0.54
PILEDRIIVER	ALL	HWY	34.04	36.29	1.5	1.5	2	8.45	17.50	0.00	0.52
PIPEFITTER	ALL	BLD	38.90	43.18	1.5	1.5	2	7.10	12.53	0.00	1.06
PLASTERER	ALL	BLD	29.41	30.66	1.5	1.5	2	8.40	16.74	0.00	0.80
PLUMBER	ALL	BLD	35.57	38.77	1.5	1.5	2	7.10	14.71	0.00	0.95
ROOFER	ALL	BLD	31.00	32.55	1.5	1.5	2	9.00	9.20	0.00	0.30
SHEETMETAL WORKER	ALL	BLD	32.75	34.39	1.5	1.5	2	9.37	16.46	0.00	0.80
SIGN HANGER	ALL	HWY	36.82	38.82	1.5	1.5	2	10.66	15.47	0.00	0.64
SPRINKLER FITTER	ALL	BLD	37.12	39.87	1.5	1.5	2	8.42	8.50	0.00	0.35
STEEL ERECTOR	ALL	HWY	36.82	38.82	1.5	1.5	2	10.66	15.47	0.00	0.64
STONE MASON	ALL	BLD	33.16	34.66	1.5	1.5	2	9.40	10.57	0.00	0.79
TERRAZZO FINISHER	ALL	BLD	30.86		1.5	1.5	2	9.40	10.57	0.00	0.77
TERRAZZO MASON	ALL	BLD	32.61	32.61	1.5	1.5	2	9.40	10.57	0.00	0.78

TILE MASON	ALL	BLD	32.61	33.86	1.5	1.5	2	9.40	10.57	0.00	0.78
TRUCK DRIVER	ALL	ALL	1	36.15	40.04	1.5	1.5	2	12.16	5.89	0.00
TRUCK DRIVER	ALL	ALL	2	36.67	40.04	1.5	1.5	2	12.16	5.89	0.00
TRUCK DRIVER	ALL	ALL	3	36.91	40.04	1.5	1.5	2	12.16	5.89	0.00
TRUCK DRIVER	ALL	ALL	4	37.25	40.04	1.5	1.5	2	12.16	5.89	0.00
TRUCK DRIVER	ALL	ALL	5	38.23	40.04	1.5	1.5	2	12.16	5.89	0.00
TRUCK DRIVER	ALL	O&C	1	28.92	32.03	1.5	1.5	2	12.16	5.89	0.00
TRUCK DRIVER	ALL	O&C	2	29.34	32.03	1.5	1.5	2	12.16	5.89	0.00
TRUCK DRIVER	ALL	O&C	3	29.53	32.03	1.5	1.5	2	12.16	5.89	0.00
TRUCK DRIVER	ALL	O&C	4	29.80	32.03	1.5	1.5	2	12.16	5.89	0.00
TRUCK DRIVER	ALL	O&C	5	30.58	32.03	1.5	1.5	2	12.16	5.89	0.00
TUCKPOINTER	ALL	BLD		33.16	34.66	1.5	1.5	2	9.40	10.57	0.00

Legend

M-F OT Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OSA Overtime pay required for every hour worked on Saturdays

OSH Overtime pay required for every hour worked on Saturdays

H/W Health/Welfare benefit

Explanations TAZEWELL COUNTY

ASBESTOS - See Laborers

CARPENTERS (NORTH) - That part of the county North including the towns of Marquette Hts., Morton, Creve Coeur and Deer Creek.

LABORERS (NORTHWEST) - The area bounded by the old city limits of East Peoria.

MILLWRIGHTS - See Carpenters PILEDRIVERS - See Carpenters

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - Removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

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

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

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

Class 4. Low Boy and Oil Distributors.

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

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

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

OPERATING ENGINEERS - BUILDING

Class 1. Cranes; Overhead Cranes; Gradall; All Cherry Pickers; Mechanics; Central Concrete Mixing Plant Operator; Road Pavers (27E - Dual Drum - Tri Batchers); Blacktop Plant Operators and Plant Engineers; 3 Drum Hoist; Derricks; Hydro Cranes; Shovels; Skimmer Scoops; Koehring Scooper; Drag Lines; Backhoe; Derrick Boats; Pile Drivers and Skid Rigs; Clamshells; Locomotive Cranes; Dredge (all types) Motor Patrol; Power Blades - Dumore - Elevating and similar types; Tower Cranes (Crawler-Mobile) and Stationary; Crane-type Backfiller; Drott Yumbo and similar types considered as Cranes; Caisson Rigs; Dozer; Tornadoizer; Work Boats; Ross Carrier; Helicopter; Tournapulls - all and similar types; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Heavy Equipment Greaser; CMI, CMI Belt Placer, Auto Grade & 3 Track and similar types; Side Booms; Multiple Unit Earth Movers; Creter Crane; Trench Machine; Pump-crete-Belt Crete-Squeeze Cretes-Screw-type Pumps and Gypsum; Bulker & Pump - Operator will clean; Formless Finishing Machine; Flaherty Spreader or similar

types; Screed Man on Laydown Machine; Wheel Tractors (industrial or Farm-type w/Dozer-Hoe-Endloader or other attachments); F.W.D. & Similar Types; Vermeer Concrete Saw.

Class 2. Dinkeys; Power Launches; PH One-pass Soil Cement Machine (and similar types); Pugmill with Pump; Backfillers; Euclid Loader; Forklifts; Jeeps w/Ditching Machine or other attachments; Tunneler; Automatic Cement and Gravel Batching Plants; Mobile Drills (Soil Testing) and similar types; Gurries and Similar Types; (1) and (2) Drum Hoists (Buck Hoist and Similar Types); Chicago Boom; Boring Machine & Pipe Jacking Machine; Hydro Boom; Dewatering System; Straw Blower; Hydro Seeder; Assistant Heavy Equipment Greaser on Spread; Tractors (Track type) without Power Unit pulling Rollers; Rollers on Asphalt -- Brick Macadam; Concrete Breakers; Concrete Spreaders; Mule Pulling Rollers; Center Stripper; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Cement Finishing Machine; Barber Green or similar loaders; Vibro Tamper (All similar types) Self-propelled; Winch or Boom Truck; Mechanical Bull Floats; Mixers over 3 Bag to 27E; Tractor pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Truck Type Hoptoe Oilers; Fireman; Spray Machine on Paving; Curb Machines; Truck Crane Oilers; Oil Distributor; Truck-Mounted Saws.

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

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

CLASS 1. Cranes; Hydro Cranes; Shovels; Crane Type Backfiller; Tower, Mobile, Crawler, & Stationary Cranes; Derricks; Hoists (3 Drum); Draglines; Drott Yumbo & Similar Types considered as Cranes; 360 Degree Swing Excavator (Shears, Grapples, Movacs, etc.); Back Hoe; Derrick Boats; Pile Driver and Skid Rigs; Clam Shell; Locomotive - Cranes; Road Pavers - Single Drum - Dual Drum - Tri Batcher; Motor Patrols & Power Blades - Dumore - Elevating & Similar Types; Mechanics; Central Concrete Mixing Plant Operator; Asphalt Batch Plant Operators and Plant Engineers; Gradall; Caisson Rigs; Skimmer Scoop - Koering Scooper; Dredges (all types); Hoptoe; All Cherry Pickers; Work Boat; Ross Carrier; Helicopter; Dozer; Tournadozer; Tournapulls - all and similar types; Operation of Concrete and all Recycle Machines; Multiple Unit Earth Movers; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Operation of Material Crusher, Screening Plants, and Tunnel Boring Machine; Heavy Equipment Greaser (top greaser on spread); CMI, Auto Grade, CMI Belt Placer & 3 Track and Similar Types; Side Booms; Asphalt Heater & Planer Combination (used to plane streets); Wheel Tractors (with Dozer, Hoe or Endloader Attachments); CAT Earthwork Compactors and Similar Types; Blaw Knox Spreader and Similar Types; Trench Machines; Pump Crete - Belt Crete - Squeeze Crete - Screw Type Pumps and Gypsum (operator will clean); Creter Crane; Operation of Concrete Pump Truck; Formless Finishing

Attachment: Thrush Repair contract (1564 : Resolution for Storm Water Fall of 2018 Bids and Engineering Tasks)

CLASS 3. Straight Framed Truck Mounted Vac Unit (separately powered); Trac Air Machine (without attachments); Rollers - Five Ton and Under on Earth and Gravel; Form Graders; Bulk Cement Plant; Oilers; and Starting Engineer on Pipeline or Construction (3 - 5 pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

RETURN WITH BID


**Local Public Agency
Formal Contract
Proposal**

PROPOSAL SUBMITTED BY		
Contractor's Name		
Street	P.O. Box	
City	State	Zip Code

STATE OF ILLINOIS

COUNTY OF Tazewell

(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE NO. Ironwood Creek Erosion Project

SECTION NO. _____

TYPES OF FUNDS Local☒ SPECIFICATIONS (required)☒ PLANS (required)
**For Municipal Projects
Submitted/Approved/Passed**
☐ Mayor ☐ President of Board of Trustees ☒ Municipal Official

Date

Attachment: Thrush Repair contract (1564 : Resolution for Storm Water Fall of 2018 Bids and Engineering Tasks)

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

RETURN WITH BID

NOTICE TO BIDDERS

County TazewellLocal Public Agency City of Pekin

Section Number _____

Route Ironwood Dr.

Sealed proposals for the improvement described below will be received at the office of City of Pekin City Clerk,
111 S. Capitol St. until 10:00 AM on November 20, 2018
 Address Time Date

Sealed proposals will be opened and read publicly at the office of the City of Pekin City Clerk
111 S. Capitol St. at 10:00 AM on November 20, 2018
 Address Time Date

DESCRIPTION OF WORK

Name Ironwood Creek Erosion Project Length: _____ feet (_____ miles)
 Location City of Pekin
 Proposed Improvement Reset section of existing concrete pipe, place precast concrete pipe end section, and place RR3
 Riprap to control erosion around end section and in creek.

1. Plans and proposal forms will be available in the office of City Clerk, City Hall
111 S. Capitol Street Pekin, IL 61554
 Address

2. ☐ Prequalification

If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.

3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.

4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:

- a. BLR 12200: Local Public Agency Formal Contract Proposal
- b. BLR 12200a Schedule of Prices
- c. BLR 12230: Proposal Bid Bond (if applicable)
- d. ~~BLR 12325: Apprenticeship or Training Program Certification (do not use for federally funded projects)~~
- e. ~~BLR 12326: Affidavit of Illinois Business Office~~

5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.

6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.

7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.

8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.

9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

RETURN WITH BID

PROPOSAL

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Ironwood Dr.

1. Proposal of Ironwood Creek Erosion Project

for the improvement of the above section by the construction of Reset section of existing concrete pipe, place precast concrete pipe end section, and place RR3 riprap to control erosion, and all related work.

a total distance of _____ feet, of which a distance of _____ feet, (_____ miles) are to be improved

2. The plans for the proposed work are those prepared by City of Pekin and approved by the Department of Transportation on _____
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within _____ working days or by February 15, 2019 unless additional time is granted in accordance with the specifications.
6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to:
City of Pekin Treasurer of _____
 The amount of the check is _____ (_____).
7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check is placed in another proposal, it will be found in the proposal for: Section Number _____.
8. The successful bidder at the time of execution of the contract will not be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.
9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this contract.
12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.

Attachment: Thrush Repair contract (1564 : Resolution for Storm Water Fall of 2018 Bids and Engineering Tasks)

RETURN WITH BID

CONTRACTOR CERTIFICATIONS

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Ironwood Dr.

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.

2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.

4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative Code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be cancelled.

Attachment: Thrush Repair contract (1564 : Resolution for Storm Water Fall of 2018 Bids and Engineering Tasks)

RETURN WITH BID

SIGNATURES

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Ironwood Dr.

(If an individual)

Signature of Bidder _____

Business Address _____

(If a partnership)

Firm Name _____

Signed By _____

Business Address _____

Inset Names and Addressed of All Partners



(If a corporation)

Corporate Name _____

Signed By _____

President

Business Address _____

Inset Names of Officers



President _____

Secretary _____

Treasurer _____

Attest: _____

Secretary

Attachment: Thrush Repair contract (1564 : Resolution for Storm Water Fall of 2018 Bids and Engineering Tasks)



Local Agency Proposal Bid Bond

RETURN WITH BID

Route Ironwood Drive
County Tazewell
Local Agency City of Pekin
Section _____

PAPER BID BOND

WE _____ as PRINCIPAL,
and _____ as SURETY,

are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____

Principal

(Company Name)

(Company Name)

By: _____

(Signature and Title)

By: _____

(Signature and Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Surety

By: _____

(Name of Surety)

(Signature of Attorney-In-Fact)

STATE OF ILLINOIS,

COUNTY OF _____

I, _____, a Notary Public in and for said county,
do hereby certify that _____

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____

My commission expires _____

(Notary Public)

ELECTRONIC BID BOND

☐ Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Electronic Bid Bond ID Code

(Company/Bidder Name)

(Signature and Title)

Date



City of Pekin

Department of Public Works

SUMMARY OF WORK

The City of Pekin is accepting bids to reset a section of existing concrete pipe, place a new precast concrete end section, place riprap to control erosion, and all associated work.

All work shall be substantially complete by February 15, 2019 unless extension granted by the City Engineer due to weather restrictions. Seeding and completion of site restoration shall be completed in the spring when planting conditions are better.

All questions can be directed to Mike Guerra at (309) 478-5348 or Josie Esker at (309) 478-5399.

SCOPE OF WORK

It is understood and agreed that the quantities mentioned herein for unit price items are only approximate and are assumed SOLELY for the comparison of quantities of the various classes of work that are to be performed under the Contract, and that if awarded, the Contract for the WORK therein mentioned, the undersigned will not make any claim for damages or for loss of profits, or for an extension of time for the performance of the WORK because of difference between the quantities of the various classes of work assumed for comparison of bids and the quantities of work actually performed. It is understood that there may be unforeseen circumstances that may result in additional work. Prior approval from the City Engineer will be required before that work will be authorized to be performed.

All work will be done in accordance with the Illinois Department of Transportation Standard Specification for Road and Bridge Construction adopted April 1, 2016, and the most current edition of the Illinois Department of Transportation Supplemental Specifications. In addition to the following:

Stone Riprap, RR3 (Tons) – This work shall include furnishing and placing RR3 Stone Riprap, Quality B to the approximate dimensions shown in the plans and to the satisfaction of the Engineer. Only approximately 40 cubic yards of excavation in the channel is expected; this shall be included in the cost of Stone Riprap RR3.

Reset Precast Concrete Pipe (Lump Sum) – The existing concrete pipe has approximately eight feet of ground cover. The 24-inch diameter concrete pipe section that needs to be reset is approximately eight feet long. This work shall consist of excavating the material above the pipe, resetting the pipe to the correct grade, properly sealing the pipe joint with mastic to prevent infiltration, and backfilling the excavation.

Precast Concrete End Section (Each) – This work shall consist of furnishing a concrete end section for a 24-inch diameter concrete pipe, placing the end section, and pouring a concrete collar as necessary where the existing pipe meets the new end section. See standard 542301-03 for precast reinforced concrete flared end section. This work will also include providing an FES Trash Guard by Oldcastle Precast or equal for a 24-inch diameter precast concrete flared end section and installing the trash guard to the manufacturer's specifications.

Mobilization (Lump Sum) – This work shall consist of preparatory work and operations necessary for the movement of personnel, equipment, supplies, incidentals to the project site, facilities necessary for the work on the project and for all other work or operations which must be performed or cost incurred when beginning work on the project.

Michael Guerra, P.E., City Engineer
111 South Capitol Street, Pekin, IL 61554
Phone (309) 477-2300 * Fax (309) 346-2095 * Email: mmguerra@ci.pekin.il.us

Attachment: Thrush Repair contract (1564 : Resolution for Storm Water Fall of 2018 Bids and Engineering Tasks)

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," in effect on the date of invitation for bids. These special provisions included herein apply to and govern the proposed improvement and in case of conflict with any part or parts of said specifications, said special provisions shall take precedence and shall govern.

CONTRACTOR INFORMATION:

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

- Certificate of insurance; minimum \$1,000,000 coverage
 - The City of Pekin and the Pekin Moose #916 shall be named as additional insured.
- One year warranty on all completed work to be delivered to municipality.
- Day and night phone numbers for the contractor's representative
- Certified Weekly Payrolls and Monthly Equal Employment Opportunity Reports
- Start date and proposed schedule of work

PREVAILING WAGE:

Contractor shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Wages of Employees on Public Works Act (820 ILCS 130/1-12).

SCHEDULE OF CONSTRUCTION:

Contractor will coordinate with the Engineer prior to beginning any work. A preconstruction meeting will be held prior to any work being performed. This meeting will be scheduled following the award of the project.

RIGHTS OF THE MUNICIPALITY:

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

TREES/SEEDING/EROSION CONTROL:

Any seeding and erosion control required because of disturbance by construction shall be completed under Engineer's direction. This work and all materials required to perform this work is minimal and shall be incidental to the contract. Any trees that the Contractor wishes to remove for ease of construction shall be approved by the Engineer prior to removal. No additional payment shall be allowed for tree removal. Include tree removal in existing unit price bid items as necessary. All de-grubbing shall be included in the cost of the contract.

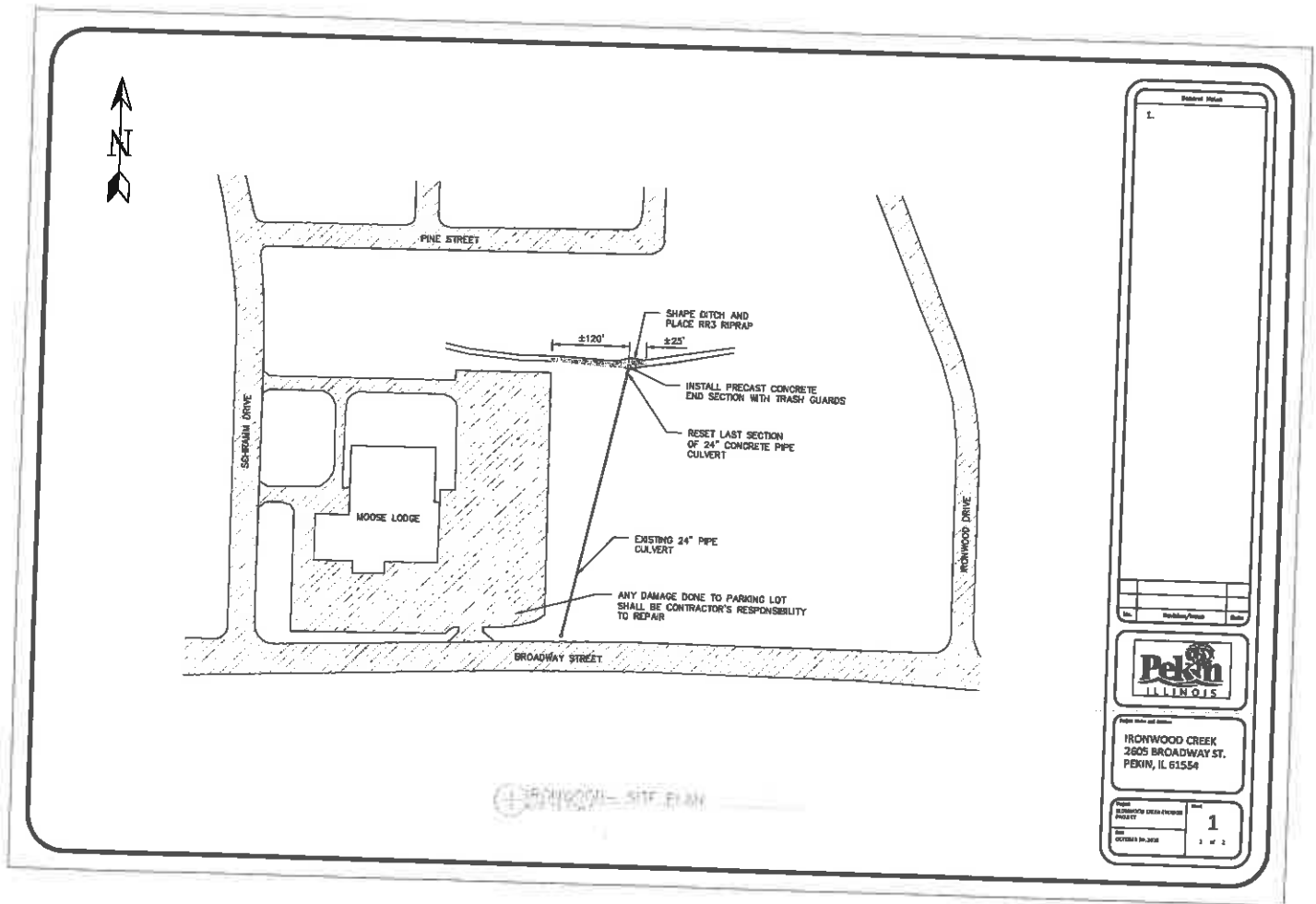
PUBLIC SAFETY AND CONVENIENCE:

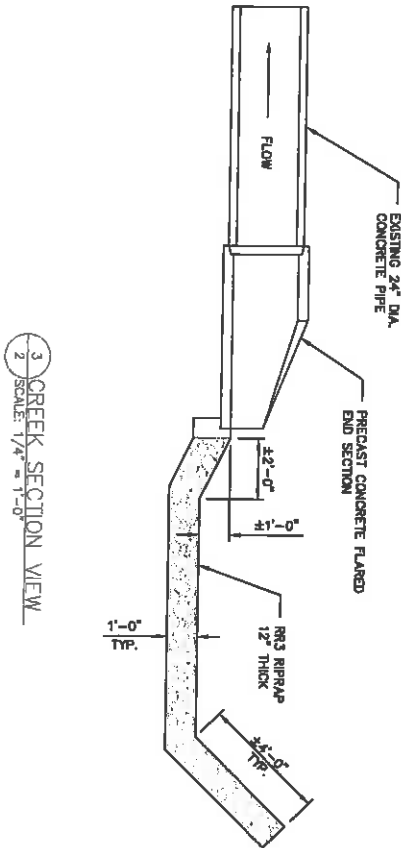
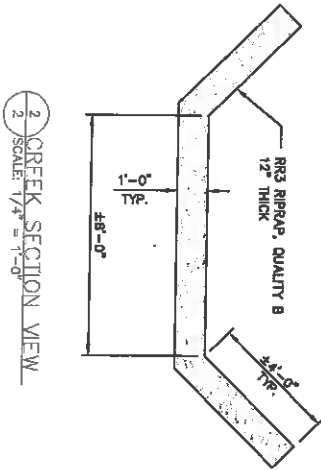
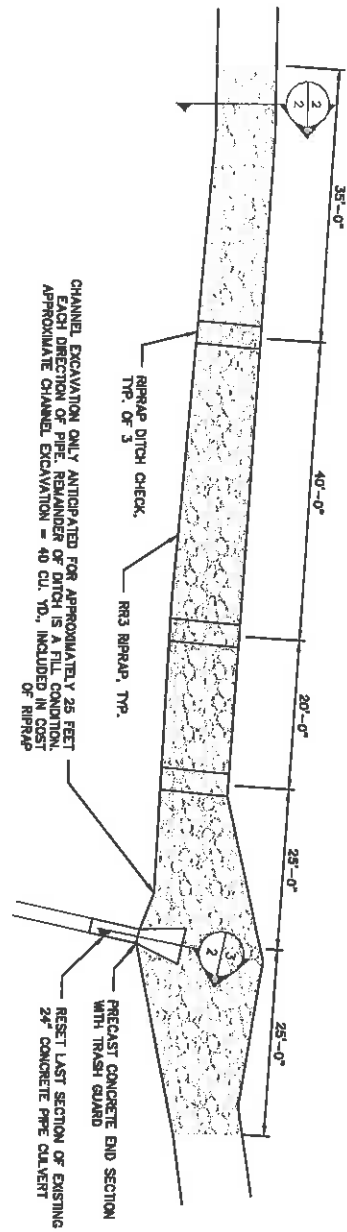
The contractor shall at all times conduct his work so as to ensure the least possible obstructions to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property in a manner satisfactory to the Engineer.

PAYMENTS:

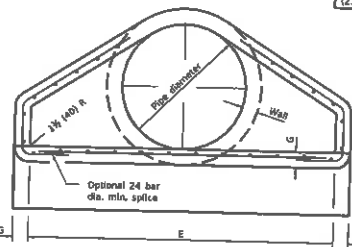
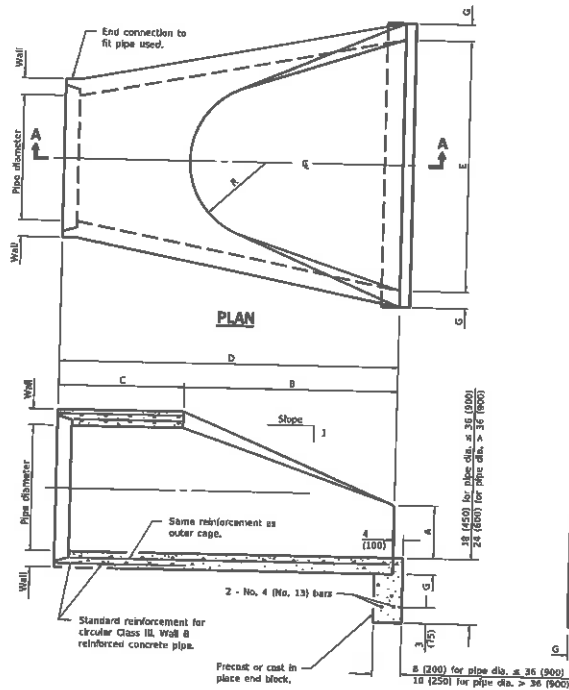
Payments will be made at the completion of the repairs and will require the following documentation: Payrolls, Riprap tickets from a IDOT approved quarry.

Michael Guerra, P.E., City Engineer
111 South Capitol Street, Pekin, IL 61554
Phone (309) 477-2300 * Fax (309) 346-2095 * Email: mmguerra@ci.pekin.il.us





IRONWOOD CREEK 2605 BROADWAY ST. PERIN, IL 61554		Packet ILLINOIS
PROJECT CULVERT NO. 218	SHEET 2 OF 2	DATE 10/1/18



PIPE DIA.	APPROX. QTY. LIN. FT.	WALL	A	B	C	D	E	G	R	APPROX. SLOPE
12 (300)	530 (1240)	2 (52)	4 (102)	24 (610)	4'-0 1/2" (1.241 m)	6'-0 1/2" (1.851 m)	24 (610)	2 (51)	9 (229)	1:2.4
15 (375)	740 (1825)	2 1/2 (64)	6 (152)	27 (686)	3'-10" (1.168 m)	6'-1" (1.854 m)	30 (762)	2 1/2 (64)	11 (280)	1:2.4
18 (450)	990 (2460)	2 1/2 (64)	8 (203)	27 (686)	3'-10" (1.168 m)	6'-1" (1.854 m)	36 (914)	2 1/2 (64)	12 (305)	1:2.4
21 (525)	1280 (3200)	2 1/2 (64)	9 (229)	35 (889)	6'-1" (1.854 m)	5'-6" (1.676 m)	36 (914)	2 1/2 (64)	13 (330)	1:2.4
24 (600)	1520 (3800)	3 (76)	9 1/2 (241)	37 (940)	3'-7 1/2" (1.105 m)	6'-1 1/2" (1.854 m)	40 (1016)	3 (76)	14 (354)	1:2.5
27 (675)	1930 (4875)	3 1/2 (89)	10 1/2 (267)	40 (1016)	4'-0" (1.219 m)	6'-1 1/2" (1.854 m)	40 (1016)	3 1/2 (89)	14 1/2 (368)	1:2.4
30 (750)	2190 (5475)	3 1/2 (89)	12 (305)	40 (1016)	4'-0" (1.219 m)	6'-1 1/2" (1.854 m)	40 (1016)	3 1/2 (89)	15 (381)	1:2.5
33 (825)	3200 (8125)	3 1/2 (89)	13 1/2 (343)	40 (1016)	4'-10 1/2" (1.486 m)	6'-1 1/2" (1.854 m)	40 (1016)	3 1/2 (89)	17 1/2 (445)	1:2.5
36 (900)	4100 (10360)	4 (102)	15 (381)	40 (1016)	5'-3" (1.6 m)	6'-1 1/2" (1.854 m)	40 (1016)	4 (102)	20 (508)	1:2.5
42 (1050)	5380 (13440)	4 1/2 (114)	21 (533)	40 (1016)	5'-3" (1.6 m)	6'-1 1/2" (1.854 m)	40 (1016)	4 1/2 (114)	22 (559)	1:2.5
48 (1200)	6550 (16375)	5 (127)	24 (610)	40 (1016)	6'-0" (1.829 m)	6'-1 1/2" (1.854 m)	40 (1016)	5 (127)	22 (559)	1:2.5
54 (1350)	8240 (20600)	5 1/2 (140)	27 (686)	40 (1016)	6'-0" (1.829 m)	6'-1 1/2" (1.854 m)	40 (1016)	5 1/2 (140)	24 (610)	1:2.0
60 (1500)	8730 (21825)	6 (152)	30 (762)	40 (1016)	6'-0" (1.829 m)	6'-1 1/2" (1.854 m)	40 (1016)	6 (152)	24 (610)	1:1.9
66 (1650)	10710 (26775)	6 1/2 (165)	33 (838)	40 (1016)	6'-0" (1.829 m)	6'-1 1/2" (1.854 m)	40 (1016)	6 1/2 (165)	24 (610)	1:1.7
72 (1800)	12520 (31300)	7 (178)	36 (914)	40 (1016)	6'-0" (1.829 m)	6'-1 1/2" (1.854 m)	40 (1016)	7 (178)	24 (610)	1:1.6
78 (1950)	14770 (36900)	7 1/2 (191)	36 (914)	40 (1016)	6'-0" (1.829 m)	6'-1 1/2" (1.854 m)	40 (1016)	7 1/2 (191)	24 (610)	1:1.8
84 (2100)	18160 (45400)	8 (203)	36 (914)	40 (1016)	6'-0" (1.829 m)	6'-1 1/2" (1.854 m)	40 (1016)	8 (203)	24 (610)	1:1.6

* Radius as furnished by manufacturer

GENERAL NOTES

All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V:H).

All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-01	Clarified ref. to pipe dia. on Section A-A. Changed "inner" to "outer" cage ref.
1-1-09	Switched units to English (metric).

PRECAST REINFORCED CONCRETE FLARED END SECTION

STANDARD 542301-03

Illinois Department of Transportation

APPROVED: [Signature] 10/11/11

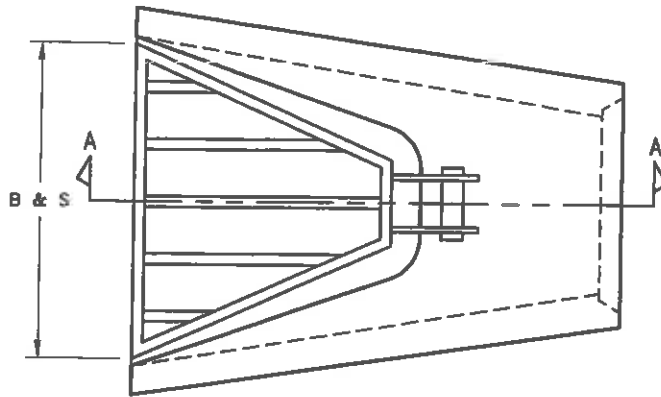
DESIGNED: [Signature] 10/11/11

ENGINEER: [Signature] 10/11/11

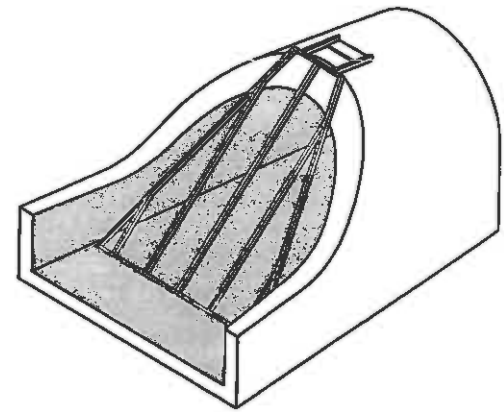


Water

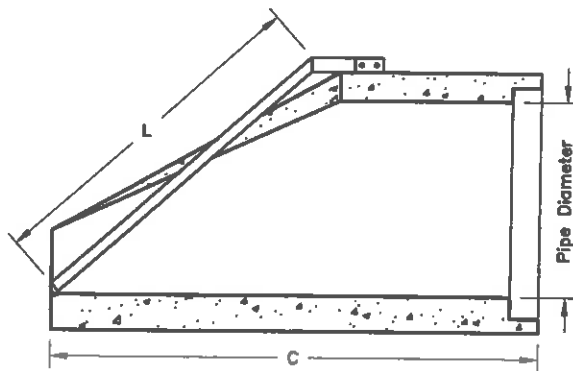
Circular FES Trash Guard Model: FES Trash Guard



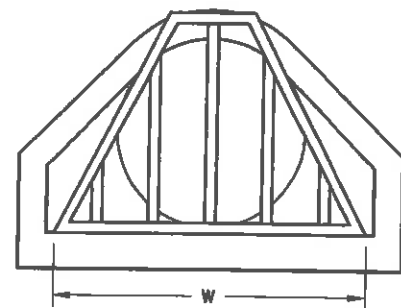
Plan View



Isometric View
(For Reference Only)



Section A-A



End View

Pipe Diameter	Trash Rack Width W (In.)	Trash Rack Length L (In.)	Total # of Bars B	Bar Spacing S (In.)
12"	21.00"	30.00"	3	6.0"
15"	28.00"	32.00"	3	6.5"
18"	33.00"	34.00"	3	8.0"
24"	40.00"	47.50"	5	8.0"
30"	55.00"	63.00"	5	9.0"
36"	58.00"	71.25"	6	8.0"
42"	64.00"	76.00"	7	8.0"
48"	70.00"	82.75"	9	8.0"
54"	84.00"	84.00"	14	6.0"
60"	94.00"	90.00"	22	6.0"
72"	106.0"	106.0"	22	6.0"

Ironwood Creek Erosion Project

Prevailing Wage Rates

Effective Date	County	Trade Title	Region	Type	Class	Base Wage	Foreman Wage	OT M-F	OT Sa	OT Su	OT Hol	H/W	Pension	Vacation	Training	Other Fringe Benefit
8/15/2018	Tazewell	ASBESTOS ABT-GEN	NW	BLD		26.89	28.39	1.5	1.5	2	2	7.8	18.85	0	0.8	0
8/15/2018	Tazewell	ASBESTOS ABT-GEN	NW	HWY		30.53	32.03	1.5	1.5	2	2	8.2	21.45	0	0.85	0
8/15/2018	Tazewell	ASBESTOS ABT-GEN	SE	BLD		28	29.5	1.5	1.5	2	2	9	14.57	0	0.8	0
11/5/2018	Tazewell	ASBESTOS ABT-MEC	All	BLD		32.78	35.28	1.5	1.5	2	2	12.92	11.82	0	0.72	0
8/15/2018	Tazewell	BOILERMAKER	All	BLD		40	43	2	2	2	2	7.07	18.19	0	0.4	0
8/15/2018	Tazewell	BRICK MASON	All	BLD		34.1	35.6	1.5	1.5	2	2	10.35	11.32	0	0.82	0
8/15/2018	Tazewell	CARPENTER	All	BLD		32.46	34.46	1.5	1.5	2	2	8.45	17.1	0	0.89	0
8/15/2018	Tazewell	CARPENTER	All	HWY		34.66	36.91	1.5	1.5	2	2	8.55	18.6	0	0.6	0
8/15/2018	Tazewell	CEMENT MASON	All	BLD		31.03		1.5	1.5	2	2	8.5	16.9	0	0.62	0.34
8/15/2018	Tazewell	CEMENT MASON	All	HWY		32.73	34.23	1.5	1.5	2	2	8.5	17.27	0	0.63	0
8/15/2018	Tazewell	CERAMIC TILE FNSHER	All	BLD		31.78	31.78	1.5	1.5	2	2	10.35	11.32	0	0.8	0
8/15/2018	Tazewell	ELECTRIC PWR EQMT OP	All	ALL		45.09	56.52	1.5	1.5	2	2	7.1	12.62	0	0.45	0
8/15/2018	Tazewell	ELECTRIC PWR GRNDMAN	All	ALL		30.81	56.52	1.5	1.5	2	2	6.67	8.62	0	0.31	0
8/15/2018	Tazewell	ELECTRIC PWR LINEMAN	All	ALL		50.11	56.52	1.5	1.5	2	2	7.25	14.03	0	0.79	0
8/15/2018	Tazewell	ELECTRIC PWR TRK DRV	All	ALL		32.32	56.52	1.5	1.5	2	2	6.72	9.05	0	0.32	0
8/15/2018	Tazewell	ELECTRICIAN	All	BLD		36.51		1.5	1.5	2	2	7.65	11.64	0	0.8	0
8/15/2018	Tazewell	ELECTRONIC SYS TECH	All	BLD		28.02		1.5	1.5	2	2	0	2.24	0	0	16.7
8/15/2018	Tazewell	ELEVATOR CONSTRUCTOR	All	BLD		44.78	50.38	2	2	2	2	15.43	16.61	3.58	0.61	0
8/15/2018	Tazewell	GLAZIER	All	BLD		35.37		1.5	1.5	2	2	10.85	8.3	0	1.25	0
11/5/2018	Tazewell	HT/FROST INSULATOR	All	BLD		43.7	46.2	1.5	1.5	2	2	12.92	13.16	0	0.72	0
8/15/2018	Tazewell	IRON WORKER	All	BLD		32.41	34.31	1.5	1.5	2	2	11.01	16.32	0	0.74	0.57
8/15/2018	Tazewell	IRON WORKER	All	HWY		37.44	39.44	1.5	1.5	2	2	11.01	8.41	0	0	8.95
8/15/2018	Tazewell	LABORER	NW	BLD		25.89		1.5	1.5	2	2	7.8	18.85	0	0.8	0
8/15/2018	Tazewell	LABORER	NW	HWY		32.61		1.5	1.5	2	2	6.3	16.96	0	0.8	4.15
8/15/2018	Tazewell	LABORER	SE	BLD		28.62	34.55	1.5	1.5	2	2	9.25	15	0	0.8	0.51
8/15/2018	Tazewell	LABORER	SE	HWY		32.61	34.11	1.5	1.5	2	2	9.25	17.5	0	0.8	0
8/15/2018	Tazewell	LATHER	All	BLD		32.46	34.71	1.5	1.5	2	2	8.55	18	0	0.54	0
8/15/2018	Tazewell	MACHINERY MOVER	ALL	HWY		35.98	37.98	1.5	1.5	2	2	9.49	13.91	0	0	0
8/15/2018	Tazewell	MACHINIST	All	BLD		48.38	50.88	1.5	1.5	2	2	7.23	8.95	1.85	1.47	0
8/15/2018	Tazewell	MARBLE FINISHERS	All	BLD		31.78	31.78	1.5	1.5	2	2	10.35	11.32	0	0.8	0
8/15/2018	Tazewell	MARBLE MASON	All	BLD		34.02	35.27	1.5	1.5	1.5	1.5	8.45	17.72	0	0.82	0
8/15/2018	Tazewell	MILLWRIGHT	All	BLD		31.74		1.5	1.5	1.5	1.5	8.55	18.8	0	0.54	0
8/15/2018	Tazewell	MILLWRIGHT	All	HWY		35.01	37.26	1.5	1.5	1.5	1.5	9	19.23	0	3	0
8/15/2018	Tazewell	OPERATING ENGINEER	All	BLD	1	39.69		1.5	1.5	1.5	1.5	10	19.73	0	3.3	0
8/15/2018	Tazewell	OPERATING ENGINEER	All	BLD	2	37.07	43.01	1.5	1.5	1.5	1.5	8	19.23	0	3	1
8/15/2018	Tazewell	OPERATING ENGINEER	All	BLD	3	32.12		1.5	1.5	1.5	1.5	10	19.73	0	3.3	0
10/26/2018	Tazewell	OPERATING ENGINEER	All	HWY	1	40.02		1.5	1.5	1.5	1.5	10	19.73	0	3.3	0
8/15/2018	Tazewell	OPERATING ENGINEER	All	HWY	2	36.83		1.5	1.5	1.5	1.5	11.55	8.2	0	1.35	0
8/15/2018	Tazewell	OPERATING ENGINEER	All	HWY	3	32.22	43.02	1.5	1.5	1.5	1.5	2.6	3.25	0	0	0
8/15/2018	Tazewell	PAINTER	All	ALL		36.1		1.5	1.5	1.5	1.5	8.55	18	0	0.54	0
8/15/2018	Tazewell	PAINTER SIGNS	All	BLD		38.2	43.25	1.5	1.5	1.5	1.5	2.6	3.25	0	0	0
8/15/2018	Tazewell	PILEDRIIVER	All	BLD		33.46	35.71	1.5	1.5	1.5	1.5	8.55	18	0	0.54	0

Effective Date	County	Trade Title	Region	Type	Class	Base Wage	Foreman Wage	OT M-F	OT Sa	OT Su	OT Hol	H/W	Pension	Vacation	Training	Other Fringe Benefit
8/15/2018	Tazewell	PILEDRIWER	ALL	HWY		34.04	36.29	1.5	1.5	2	2	8.45	17.5	0	0.52	0
8/15/2018	Tazewell	PIPEFITTER	All	BLD		39.5	43.85	1.5	1.5	2	2	7.25	12.78	0	1.16	0
8/15/2018	Tazewell	PLASTERER	All	BLD		29.91	31.16	1.5	1.5	2	2	8.65	17.24	0	0.8	0
8/15/2018	Tazewell	PLUMBER	All	BLD		35.57		1.5	1.5	2	2	8	13.86	0	0.9	0
8/15/2018	Tazewell	ROOFER	All	BLD		31		1.5	1.5	1.5	1.5	9	9.2	0	0.3	0
8/15/2018	Tazewell	SHEETMETAL WORKER	All	BLD		33.47	35.14	1.5	1.5	2	2	9.87	17.49	0	0.95	0
8/15/2018	Tazewell	SIGN HANGER	ALL	HWY		36.82	38.82	1.5	1.5	2	2	10.66	15.47	0	0.64	0
8/15/2018	Tazewell	SPRINKLER FITTER	All	BLD		45.62	45.62	1.5	1.5	2	2	9.67	9.8	0	0.77	0
8/15/2018	Tazewell	STEEL ERECTOR	ALL	HWY		36.82	38.82	1.5	1.5	2	2	10.66	15.47	0	0.64	0
8/15/2018	Tazewell	STONE MASON	All	BLD		34.1	35.6	1.5	1.5	2	2	10.35	11.32	0	0.82	0
8/15/2018	Tazewell	TERRAZZO FINISHER	All	BLD		31.78	31.78	1.5	1.5	2	2	10.35	11.32	0	0.8	0
8/15/2018	Tazewell	TERRAZZO MASON	All	BLD		34.02	35.27	1.5	1.5	2	2	10.35	11.32	0	0.82	0
8/15/2018	Tazewell	TILE MASON	All	BLD		34.02	35.27	1.5	1.5	2	2	10.35	11.32	0	0.82	0
8/15/2018	Tazewell	TRUCK DRIVER	All	ALL	1	37.06	41.07	1.5	1.5	2	2	12.65	6.12	0	0.25	0
8/15/2018	Tazewell	TRUCK DRIVER	All	ALL	2	36.67		1.5	1.5	2	2	0	5.89	0	0	12.41
8/15/2018	Tazewell	TRUCK DRIVER	All	ALL	3	37.85		1.5	1.5	2	2	11.65	6.12	0	0.25	1.03
8/15/2018	Tazewell	TRUCK DRIVER	All	ALL	4	38.2	41.07	1.5	1.5	2	2	12.65	6.12	0	0.25	0
8/15/2018	Tazewell	TRUCK DRIVER	All	ALL	5	39.21	41.07	1.5	1.5	2	2	12.65	6.12	0	0.25	0
8/15/2018	Tazewell	TRUCK DRIVER	All	O&C	1	29.65	32.86	1.5	1.5	2	2	12.65	6.12	0	0.25	0
8/15/2018	Tazewell	TRUCK DRIVER	All	O&C	2	30.08	32.86	1.5	1.5	2	2	12.65	6.12	0	0.25	0
8/15/2018	Tazewell	TRUCK DRIVER	All	O&C	3	30.28	32.86	1.5	1.5	2	2	12.65	6.12	0	0.25	0
8/15/2018	Tazewell	TRUCK DRIVER	All	O&C	4	30.56	32.86	1.5	1.5	2	2	12.65	6.12	0	0.25	0
8/15/2018	Tazewell	TRUCK DRIVER	All	O&C	5	31.37	32.86	1.5	1.5	2	2	12.65	6.12	0	0.25	0
8/15/2018	Tazewell	TUCKPOINTER	All	BLD		34.1	35.6	1.5	1.5	2	2	10.35	11.32	0	0.82	0



Local Public Age Formal Contract

PROPOSAL SUBMITTED BY		
Stark Excavating		
Contractor's Name		
1805 W Washington St.		
Street		P.O. I
Bloomington	IL	617
City	State	Zip Co

STATE OF ILLINOIS

COUNTY Tazewell

City of Pekin

(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE Ironwood Creek Erosion

SECTION NO. _____

TYPES OF FUNDS Local

☒ SPECIFICATIONS (required)

☒ PLANS (required)

☒ CONTRACT BOND (when required)

For Municipal Projects Submitted/Approved/Passed

☒ Mayor ☐ President of Board of Trustees ☐ Municipal Official

Date _____

Attachment: Ironwood contract (1564 : Resolution for Storm Water Fall of 2018 Bids and Engineering Tasks)

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Ironwood / Pine

1. THIS AGREEMENT, made and concluded the _____ day of November, 2018
 Month and Year
 between the City of Pekin
 acting by and through its Council known as the party of the first part, and
Stark Excavating his/their executors, administrators, successors or assigns
 known as the party of the second part.

2. Witnesseth: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to the presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.

3. And it is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Ironwood Creek Erosion, in Pekin, IL, are essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

Attest:

The _____ of _____

Clerk

By _____

Party of the First Part

(Seal)

(If a Corporation)

Corporate Name _____

By _____

President

Party of the Second Part

(If a Co-Partnership)

Attest:

Secretary

Partners doing Business under the firm name of _____

Party of the Second Part

(If an individual)

Party of the Second Part

Attachment: Ironwood contract (1564 : Resolution for Storm Water Fall of 2018 Bids and Engineering Tasks)

SCHEDULE OF PRICES

County Tazewell
Local Public Agency City of Pekin
Section _____
Route Ironwood

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Bidder's Proposal for making Entire Improvements

Item No.	Items	Unit	Quantity	Unit Price	Total
1	Stone Riprap, RR3	Tons	110	\$ 98.00	\$ 10,870.00
2	Reset Precast Concrete Pipe	L. Sum	1	\$ 1,150.00	\$ 1,150.00
3	Precast Concrete End Section	Each	1	\$ 2,250.00	\$ 2,250.00
5	Mobilization	L. Sum	1	\$ 3,730.00	\$ 3,730.00
				TOTAL OF QUOTE	\$ 18,000.00

Attachment: Ironwood contract (1564 : Resolution for Storm Water Fall of 2018 Bids and Engineering Tasks)

CONTRACTOR CERTIFICATIONS

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Ironwood Dr.

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.
3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative Code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be cancelled.

Attachment: Ironwood contract (1564 : Resolution for Storm Water Fall of 2018 Bids and Engineering Tasks)

SIGNATURES

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Ironwood Dr.

(If an individual)

Signature of Bidder _____
 Business Address _____

(If a partnership)

Firm Name _____
 Signed By _____
 Business Address _____

Inset Names and Addressed of All Partners



(If a corporation)

Corporate Name Stark Excavating, Inc.
 Signed By *[Signature]*
 Vice President
 Business Address 1805 W. Washington St.
Bloomington, IL 61701

Insert Names of Officers



President David K. Stark
 Secretary Ila J. Slagell
 Treasurer Gary W. Masso

Attest:

Ila Slagell
 Secretary

Attachment: Ironwood contract (1564 : Resolution for Storm Water Fall of 2018 Bids and Engineering Tasks)

Route	Ironwood Drive
County	Tazewell
Local Agency	City of Pekin
Section	



Evidence of Authority to Sign

"I, David K. Stark, certify that I am the President of Stark Excavating, Inc. named as Contractor hereinabove; that David K. Stark, Jr., who signed the foregoing Agreement on behalf of the Contractor was then Vice President of said Corporation; the said Agreement was duly signed for and in behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers."

 President

 Secretary



City of Pekin

Department of Public Works

SUMMARY OF WORK

The City of Pekin is accepting bids to reset a section of existing concrete pipe, place a new precast concrete end section, place riprap to control erosion, and all associated work.

All work shall be substantially complete by February 15, 2019 unless extension granted by the City Engineer due to weather restrictions. Seeding and completion of site restoration shall be completed in the spring when planting conditions are better.

All questions can be directed to Mike Guerra at (309) 478-5348 or Josie Esker at (309) 478-5399.

SCOPE OF WORK

It is understood and agreed that the quantities mentioned herein for unit price items are only approximate and are assumed SOLELY for the comparison of quantities of the various classes of work that are to be performed under the Contract, and that if awarded, the Contract for the WORK therein mentioned, the undersigned will not make any claim for damages or for loss of profits, or for an extension of time for the performance of the WORK because of difference between the quantities of the various classes of work assumed for comparison of bids and the quantities of work actually performed. It is understood that there may be unforeseen circumstances that may result in additional work. Prior approval from the City Engineer will be required before that work will be authorized to be performed.

All work will be done in accordance with the Illinois Department of Transportation Standard Specification for Road and Bridge Construction adopted April 1, 2016, and the most current edition of the Illinois Department of Transportation Supplemental Specifications. In addition to the following:

Stone Riprap, RR3 (Tons) – This work shall include furnishing and placing RR3 Stone Riprap, Quality B to the approximate dimensions shown in the plans and to the satisfaction of the Engineer. Only approximately 40 cubic yards of excavation in the channel is expected; this shall be included in the cost of Stone Riprap RR3.

Reset Precast Concrete Pipe (Lump Sum) – The existing concrete pipe has approximately eight feet of ground cover. The 24-inch diameter concrete pipe section that needs to be reset is approximately eight feet long. This work shall consist of excavating the material above the pipe, resetting the pipe to the correct grade, properly sealing the pipe joint with mastic to prevent infiltration, and backfilling the excavation.

Precast Concrete End Section (Each) – This work shall consist of furnishing a concrete end section for a 24-inch diameter concrete pipe, placing the end section, and pouring a concrete collar as necessary where the existing pipe meets the new end section. See standard 542301-03 for precast reinforced concrete flared end section. This work will also include providing an FES Trash Guard by Oldcastle Precast or equal for a 24-inch diameter precast concrete flared end section and installing the trash guard to the manufacturer's specifications.

Mobilization (Lump Sum) – This work shall consist of preparatory work and operations necessary for the movement of personnel, equipment, supplies, incidentals to the project site, facilities necessary for the work on the project and for all other work or operations which must be performed or cost incurred when beginning work on the project.

Michael Guerra, P.E., City Engineer
111 South Capitol Street, Pekin, IL 61554
Phone (309) 477-2300 * Fax (309) 346-2095 * Email: mmguerra@ci.pekin.il.us

Attachment: Ironwood contract (1564 : Resolution for Storm Water Fall of 2018 Bids and Engineering Tasks)

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," in effect on the date of invitation for bids. These special provisions included herein apply to and govern the proposed improvement and in case of conflict with any part or parts of said specifications, said special provisions shall take precedence and shall govern.

CONTRACTOR INFORMATION:

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

- Certificate of insurance; minimum \$1,000,000 coverage
 - The City of Pekin and the Pekin Moose #916 shall be named as additional insured.
- One year warranty on all completed work to be delivered to municipality.
- Day and night phone numbers for the contractor's representative
- Certified Weekly Payrolls and Monthly Equal Employment Opportunity Reports
- Start date and proposed schedule of work

PREVAILING WAGE:

Contractor shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Wages of Employees on Public Works Act (820 ILCS 130/1-12).

SCHEDULE OF CONSTRUCTION:

Contractor will coordinate with the Engineer prior to beginning any work. A preconstruction meeting will be held prior to any work being performed. This meeting will be scheduled following the award of the project.

RIGHTS OF THE MUNICIPALITY:

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

TREES/SEEDING/EROSION CONTROL:

Any seeding and erosion control required because of disturbance by construction shall be completed under Engineer's direction. This work and all materials required to perform this work is minimal and shall be incidental to the contract. Any trees that the Contractor wishes to remove for ease of construction shall be approved by the Engineer prior to removal. No additional payment shall be allowed for tree removal. Include tree removal in existing unit price bid items as necessary. All de-grubbing shall be included in the cost of the contract.

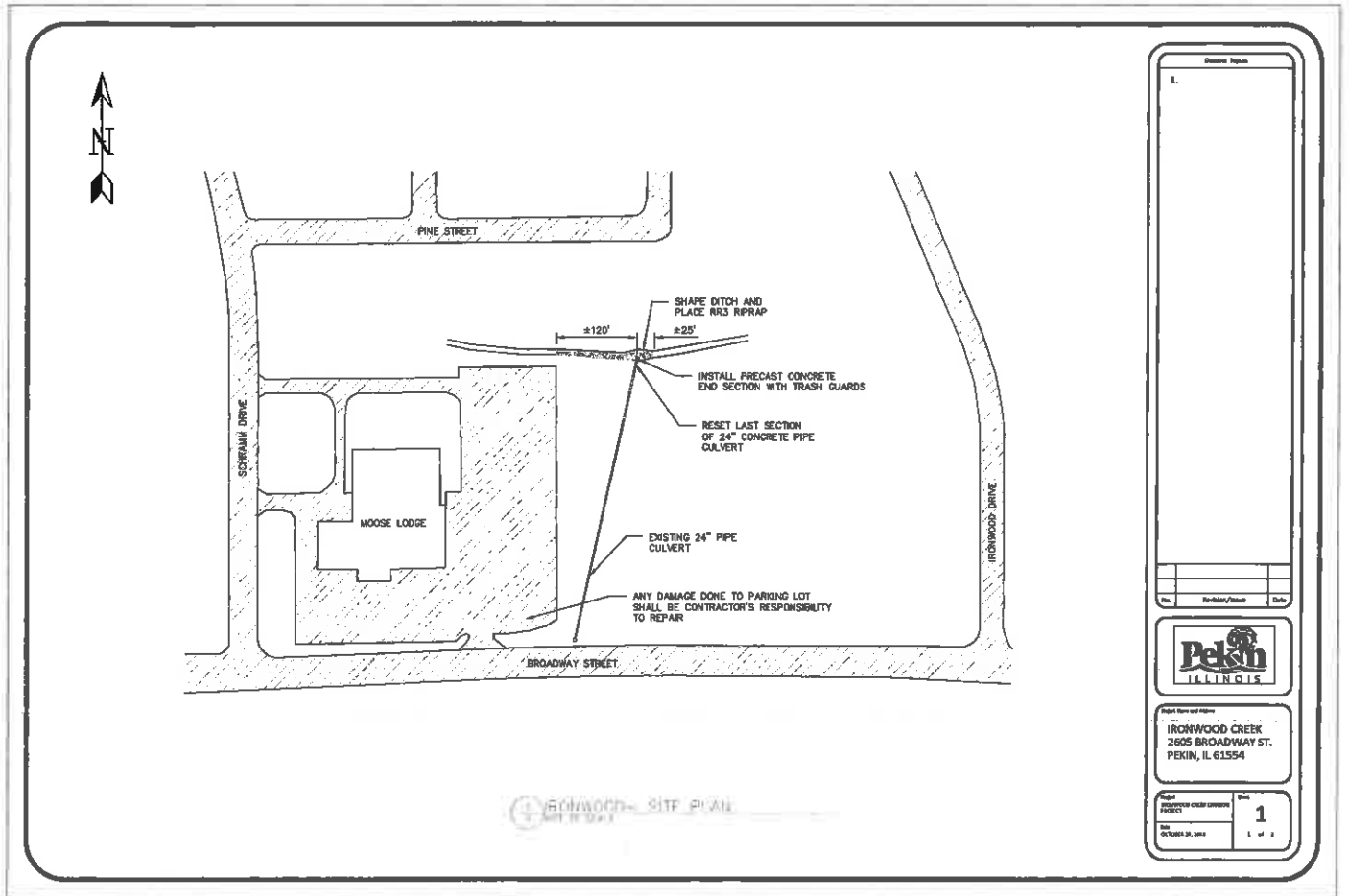
PUBLIC SAFETY AND CONVENIENCE:

The contractor shall at all times conduct his work so as to ensure the least possible obstructions to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property in a manner satisfactory to the Engineer.

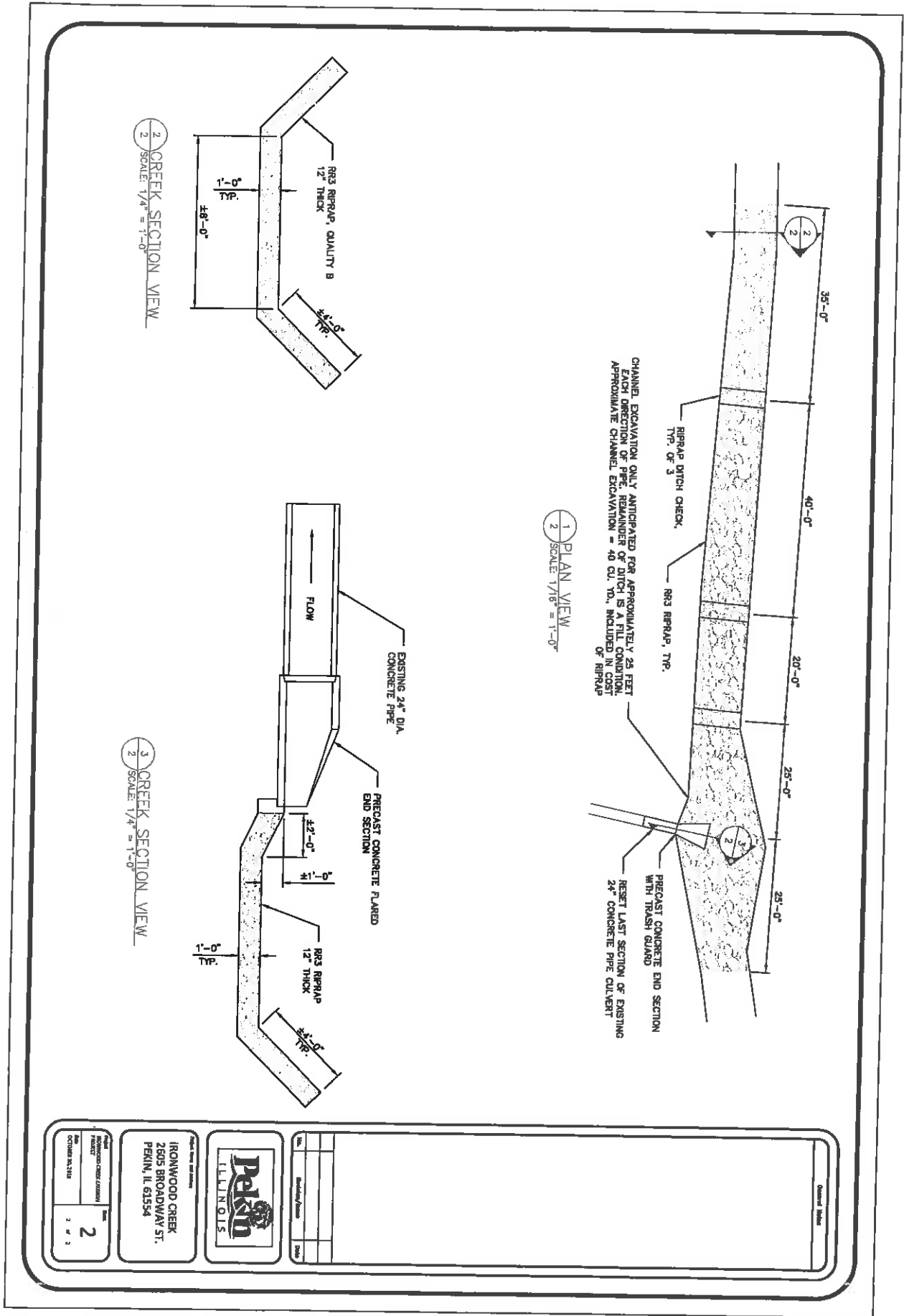
PAYMENTS:

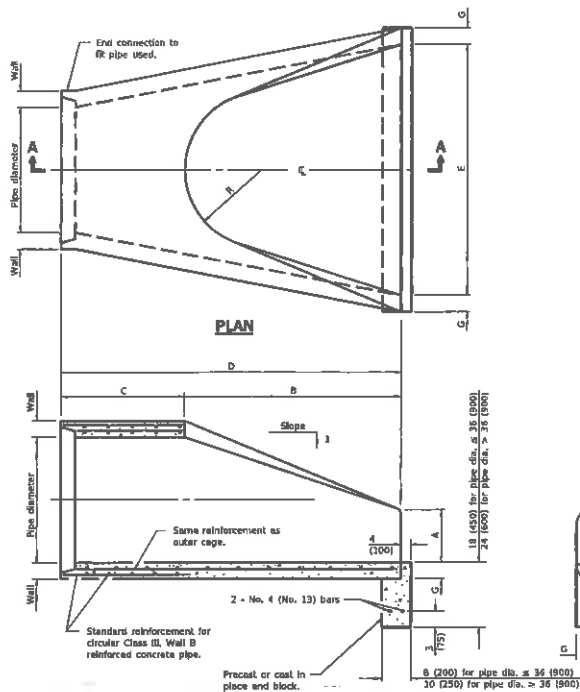
Payments will be made at the completion of the repairs and will require the following documentation: Payrolls, Riprap tickets from a IDOT approved quarry.

Michael Guerra, P.E., City Engineer
111 South Capitol Street, Pekin, IL 61554
Phone (309) 477-2300 * Fax (309) 346-2095 * Email: mmguerra@ci.pekin.il.us



Attachment: Ironwood contract (1564 : Resolution for Storm Water Fall of 2018 Bids and Engineering Tasks)





PIPE DIA.	APPROX. QTY. Rq. (sq)	WALL	A	B	C	D	E	G	R	APPROX. SLOPE
12 (300)	330 (240)	2 (51)	4 (102)	24 (610)	6'-0 1/2" (1,241 mm)	6'-0 1/2" (1,551 mm)	24 (610)	2 (51)	9 (229)	1:2.4
15 (375)	740 (335)	2 1/2 (57)	6 (152)	27 (686)	5'-10" (1,168 mm)	6'-1" (1,854 mm)	30 (762)	2 1/2 (57)	11 (280)	1:2.4
18 (450)	990 (450)	2 1/2 (64)	9 (229)	27 (686)	5'-10" (1,168 mm)	6'-1" (1,854 mm)	36 (914)	2 1/2 (64)	12 (305)	1:2.4
21 (525)	1286 (590)	2 1/2 (70)	9 (229)	33 (838)	6'-1" (1,551 mm)	6'-1" (1,854 mm)	36 (914)	2 1/2 (64)	13 (330)	1:2.4
24 (600)	1520 (690)	3 (76)	9 1/2 (241)	30 (762)	6'-1 1/2" (1,209 mm)	6'-1 1/2" (1,807 mm)	4'-0" (1,219 mm)	3 (76)	14 (356)	1:2.5
27 (675)	1938 (875)	3 1/2 (83)	10 1/2 (267)	33 (838)	6'-1 1/2" (1,209 mm)	6'-1 1/2" (1,807 mm)	4'-0" (1,219 mm)	3 1/2 (83)	14 1/2 (368)	1:2.4
30 (750)	2190 (995)	3 1/2 (89)	12 (305)	33 (838)	6'-1 1/2" (1,209 mm)	6'-1 1/2" (1,807 mm)	4'-0" (1,219 mm)	3 1/2 (89)	15 (381)	1:2.5
33 (825)	3200 (1450)	3 1/2 (95)	13 1/2 (343)	38 1/2 (977)	6'-1 1/2" (1,209 mm)	6'-1 1/2" (1,807 mm)	4'-0" (1,219 mm)	3 1/2 (95)	17 1/2 (443)	1:2.5
36 (900)	4100 (1850)	4 (102)	15 (381)	38 1/2 (977)	6'-1 1/2" (1,209 mm)	6'-1 1/2" (1,807 mm)	4'-0" (1,219 mm)	4 (102)	20 (508)	1:2.5
42 (1050)	5380 (2440)	4 1/2 (114)	21 (533)	35 (889)	6'-2" (1,829 mm)	6'-2" (1,981 mm)	4'-0" (1,219 mm)	4 1/2 (114)	22 (559)	1:2.5
48 (1200)	6590 (2910)	5 (127)	24 (610)	35 (889)	6'-2" (1,829 mm)	6'-2" (1,981 mm)	4'-0" (1,219 mm)	5 (127)	24 (610)	1:2.5
54 (1350)	8240 (3740)	5 1/2 (140)	27 (686)	35 (889)	6'-2" (1,829 mm)	6'-2" (1,981 mm)	4'-0" (1,219 mm)	5 1/2 (140)	26 (660)	1:2.0
60 (1500)	8730 (3900)	6 (152)	30 (762)	35 (889)	6'-2" (1,829 mm)	6'-2" (1,981 mm)	4'-0" (1,219 mm)	6 (152)	28 (711)	1:1.8
66 (1650)	10730 (4850)	6 1/2 (165)	33 (838)	35 (889)	6'-2" (1,829 mm)	6'-2" (1,981 mm)	4'-0" (1,219 mm)	6 1/2 (165)	30 (762)	1:1.7
72 (1800)	12320 (5500)	7 (178)	36 (914)	35 (889)	6'-2" (1,829 mm)	6'-2" (1,981 mm)	4'-0" (1,219 mm)	7 (178)	32 (813)	1:1.6
78 (1950)	14770 (6700)	7 1/2 (191)	38 (965)	35 (889)	6'-2" (1,829 mm)	6'-2" (1,981 mm)	4'-0" (1,219 mm)	7 1/2 (191)	34 (864)	1:1.6
84 (2100)	18160 (8240)	8 (203)	42 (1067)	35 (889)	6'-2" (1,829 mm)	6'-2" (1,981 mm)	4'-0" (1,219 mm)	8 (203)	36 (914)	1:1.6

* Radius as furnished by manufacturer

GENERAL NOTES

All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V:H).

All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation

APPROVED: *Robert E. Anderson* 2011
DIRECTOR OF BRIDGES AND STRUCTURES

APPROVED: *James J. [Signature]* 2011
CHIEF ENGINEER

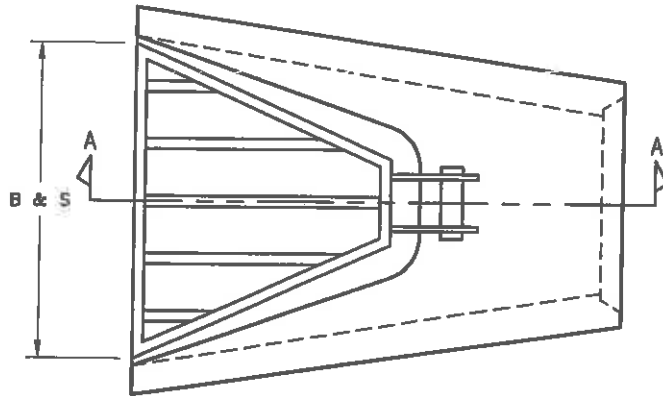
TITLE: PRECAST REINFORCED CONCRETE FLARED END SECTION

DATE	REVISIONS	PRECAST REINFORCED CONCRETE FLARED END SECTION STANDARD 642301-03
1-1-11	Clarified ref. to pipe dia. on Section A-A. Changed "inner" to "outer" cage ref.	
1-1-09	Switched units to English (metric).	

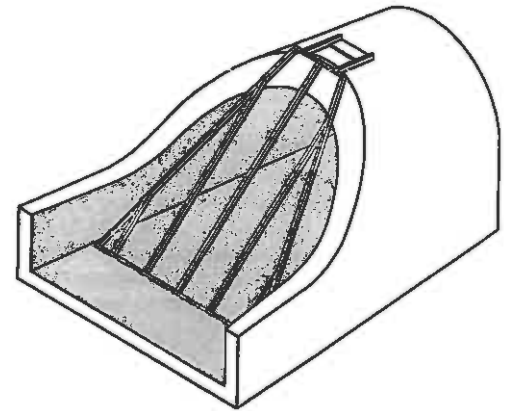


Water

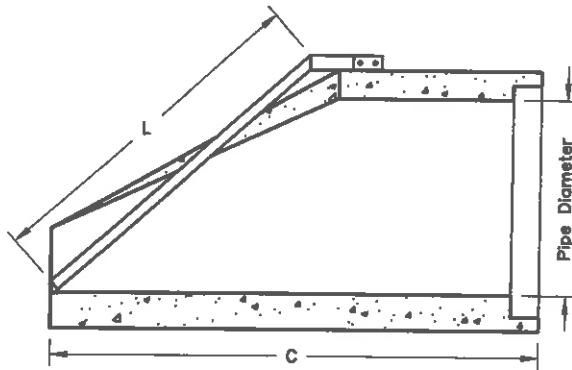
Circular FES Trash Gua Model: FES Trash Gu



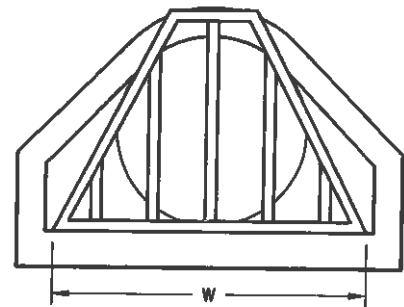
Plan View



Isometric View
(For Reference Only)



Section A-A



End View

Pipe Diameter	Trash Rack Width W (In.)	Trash Rack Length L (In.)	Total # of Bars B	Bar Spacing S (In.)
12"	21.00"	30.00"	3	6.0"
15"	28.00"	32.00"	3	6.5"
18"	33.00"	34.00"	3	8.0"
24"	40.00"	47.50"	5	8.0"
30"	55.00"	63.00"	5	9.0"
36"	58.00"	71.25"	6	8.0"
42"	64.00"	76.00"	7	8.0"
48"	70.00"	82.75"	9	8.0"
54"	84.00"	84.00"	14	6.0"
60"	94.00"	90.00"	22	6.0"
72"	106.0"	106.0"	22	6.0"

Ironwood Creek Erosion Project

Prevailing Wage Rates

Effective Date	County	Trade Title	Region	Type	Class	Base Wage	Foreman Wage	OT M-F	OT Sa	OT Su	OT Hol	H/W	Pension	Vacation	Training	Other Fringe Benefit
8/15/2018	Tazewell	ASBESTOS ABT-GEN	NW	BLD		26.89	28.39	1.5	1.5	2	2	7.8	18.85	0	0	0
8/15/2018	Tazewell	ASBESTOS ABT-GEN	NW	HWY		30.53	32.03	1.5	1.5	2	2	8.2	21.45	0	0.85	0
8/15/2018	Tazewell	ASBESTOS ABT-GEN	SE	BLD		28	29.5	1.5	1.5	2	2	9	14.57	0	0.8	0
11/5/2018	Tazewell	ASBESTOS ABT-MEC	All	BLD		32.78	35.28	1.5	1.5	2	2	12.92	11.82	0	0.72	0
8/15/2018	Tazewell	BOILERMAKER	All	BLD		40	43	2	2	2	2	7.07	18.19	0	0.4	0
8/15/2018	Tazewell	BRICK MASON	All	BLD		34.1	35.6	1.5	1.5	2	2	10.35	11.32	0	0.82	0
8/15/2018	Tazewell	CARPENTER	All	BLD		32.46	34.46	1.5	1.5	2	2	8.45	17.1	0	0.89	0
8/15/2018	Tazewell	CARPENTER	All	HWY		34.66	36.91	1.5	1.5	2	2	8.55	18.6	0	0.6	0
8/15/2018	Tazewell	CEMENT MASON	All	BLD		31.03		1.5	1.5	2	2	8.5	16.9	0	0.62	0.34
8/15/2018	Tazewell	CEMENT MASON	All	HWY		32.73	34.23	1.5	1.5	2	2	8.5	17.27	0	0.63	0
8/15/2018	Tazewell	CERAMIC TILE FNSHER	All	BLD		31.78	31.78	1.5	1.5	2	2	10.35	11.32	0	0.8	0
8/15/2018	Tazewell	ELECTRIC PWR EQMT OP	All	ALL		45.09	56.52	1.5	1.5	2	2	7.1	12.62	0	0.45	0
8/15/2018	Tazewell	ELECTRIC PWR GRNDMAN	All	ALL		30.81	56.52	1.5	1.5	2	2	6.67	8.62	0	0.31	0
8/15/2018	Tazewell	ELECTRIC PWR LINEMAN	All	ALL		50.11		1.5	1.5	2	2	7.25	14.03	0	0.79	0
8/15/2018	Tazewell	ELECTRIC PWR TRK DRV	All	ALL		32.32	56.52	1.5	1.5	2	2	6.72	9.05	0	0.32	0
8/15/2018	Tazewell	ELECTRICIAN	All	BLD		36.51		1.5	1.5	2	2	7.65	11.64	0	0.8	0
8/15/2018	Tazewell	ELECTRONIC SYS TECH	All	BLD		28.02		1.5	1.5	2	2	0	2.24	0	0	16.7
8/15/2018	Tazewell	ELEVATOR CONSTRUCTOR	All	BLD		44.78	50.38	2	2	2	2	15.43	16.61	3.58	0.61	0
8/15/2018	Tazewell	GLAZIER	All	BLD		35.37		1.5	1.5	2	2	10.85	8.3	0	1.25	0
11/5/2018	Tazewell	HT/FROST INSULATOR	All	BLD		43.7	46.2	1.5	1.5	2	2	12.92	13.16	0	0.72	0
8/15/2018	Tazewell	IRON WORKER	All	BLD		32.41	34.31	1.5	1.5	2	2	11.01	16.32	0	0.74	0.57
8/15/2018	Tazewell	IRON WORKER	All	HWY		37.44	39.44	1.5	1.5	2	2	11.01	8.41	0	0	8.95
8/15/2018	Tazewell	LABORER	NW	BLD		25.89		1.5	1.5	2	2	7.8	18.85	0	0.8	0
8/15/2018	Tazewell	LABORER	NW	HWY		32.61		1.5	1.5	2	2	6.3	16.96	0	0.8	4.15
8/15/2018	Tazewell	LABORER	SE	BLD		28.62	34.55	1.5	1.5	2	2	9.25	15	0	0.8	0.51
8/15/2018	Tazewell	LABORER	SE	HWY		32.61	34.11	1.5	1.5	2	2	9.25	17.5	0	0.8	0
8/15/2018	Tazewell	LATHER	All	BLD		32.46	34.71	1.5	1.5	2	2	8.55	18	0	0.54	0
8/15/2018	Tazewell	MACHINERY MOVER	ALL	HWY		35.98	37.98	1.5	1.5	2	2	9.49	13.91	0	0	0
8/15/2018	Tazewell	MACHINIST	All	BLD		48.38	50.88	1.5	1.5	2	2	7.23	8.95	1.85	1.47	0
8/15/2018	Tazewell	MARBLE FINISHERS	All	BLD		31.78	31.78	1.5	1.5	2	2	10.35	11.32	0	0.8	0
8/15/2018	Tazewell	MARBLE MASON	All	BLD		34.02	35.27	1.5	1.5	2	2	10.35	11.32	0	0.82	0
8/15/2018	Tazewell	MILLWRIGHT	All	BLD		31.74		1.5	1.5	1.5	1.5	8.45	17.72	0	0.54	0
8/15/2018	Tazewell	MILLWRIGHT	All	HWY		35.01	37.26	1.5	1.5	2	2	8.55	18.8	0	0.52	0
8/15/2018	Tazewell	OPERATING ENGINEER	All	BLD	1	39.69		1.5	1.5	1.5	1.5	9	19.23	0	3	0
8/15/2018	Tazewell	OPERATING ENGINEER	All	BLD	2	37.07	43.01	1.5	1.5	2	2	10	19.73	0	3.3	0
8/15/2018	Tazewell	OPERATING ENGINEER	All	BLD	3	32.12		1.5	1.5	1.5	1.5	8	19.23	0	3	1
10/26/2018	Tazewell	OPERATING ENGINEER	All	HWY	1	40.02		1.5	1.5	2	2	10	19.73	0	3.3	0
8/15/2018	Tazewell	OPERATING ENGINEER	All	HWY	2	36.83		1.5	1.5	2	2	0	19.23	0	0	12
8/15/2018	Tazewell	OPERATING ENGINEER	All	HWY	3	32.22	43.02	1.5	1.5	2	2	10	19.73	0	3.3	0
8/15/2018	Tazewell	PAINTER	All	ALL		36.1		1.5	1.5	1.5	2	11.55	8.2	0	1.35	0
8/15/2018	Tazewell	PAINTER SIGNS	All	BLD		38.2	43.25	1.5	1.5	2	2	2.6	3.25	0	0	0
8/15/2018	Tazewell	PILEDRIIVER	All	BLD		33.46	35.71	1.5	1.5	2	2	8.55	18	0	0.54	0

Effective Date	County	Trade Title	Region	Type	Class	Base Wage	Foreman Wage	OT M-F	OT Sa	OT Su	OT Hol	H/W	Pension	Vacation	Training	Other Fringe Benefit
8/15/2018	Tazewell	PILED RIVER	ALL	HWY		34.04	36.29	1.5	1.5	2	2	8.45	17.5	0	0.52	
8/15/2018	Tazewell	PIPE FITTER	ALL	BLD		39.5	43.85	1.5	1.5	2	2	7.25	12.78	0	1.16	0
8/15/2018	Tazewell	PLASTERER	ALL	BLD		29.91	31.16	1.5	1.5	2	2	8.65	17.24	0	0.8	0
8/15/2018	Tazewell	PLUMBER	ALL	BLD		35.57		1.5	1.5	2	2	8	13.86	0	0.9	0
8/15/2018	Tazewell	ROOFER	ALL	BLD		31		1.5	1.5	1.5	1.5	9	9.2	0	0.3	0
8/15/2018	Tazewell	SHEET METAL WORKER	ALL	BLD		33.47	35.14	1.5	1.5	2	2	9.87	17.49	0	0.95	0
8/15/2018	Tazewell	SIGN HANGER	ALL	HWY		36.82	38.82	1.5	1.5	2	2	10.66	15.47	0	0.64	
8/15/2018	Tazewell	SPRINKLER FITTER	ALL	BLD		45.62	45.62	1.5	1.5	2	2	9.67	9.8	0	0.77	0
8/15/2018	Tazewell	STEEL ERECTOR	ALL	HWY		36.82	38.82	1.5	1.5	2	2	10.66	15.47	0	0.64	
8/15/2018	Tazewell	STONE MASON	ALL	BLD		34.1	35.6	1.5	1.5	2	2	10.35	11.32	0	0.82	0
8/15/2018	Tazewell	TERRAZZO FINISHER	ALL	BLD		31.78	31.78	1.5	1.5	2	2	10.35	11.32	0	0.8	0
8/15/2018	Tazewell	TERRAZZO MASON	ALL	BLD		34.02	35.27	1.5	1.5	2	2	10.35	11.32	0	0.82	0
8/15/2018	Tazewell	TILE MASON	ALL	BLD		34.02	35.27	1.5	1.5	2	2	10.35	11.32	0	0.82	0
8/15/2018	Tazewell	TRUCK DRIVER	ALL	ALL	1	37.06	41.07	1.5	1.5	2	2	12.65	6.12	0	0.25	0
8/15/2018	Tazewell	TRUCK DRIVER	ALL	ALL	2	36.67		1.5	1.5	2	2	0	5.89	0	0	12.41
8/15/2018	Tazewell	TRUCK DRIVER	ALL	ALL	3	37.85		1.5	1.5	2	2	11.65	6.12	0	0.25	1.03
8/15/2018	Tazewell	TRUCK DRIVER	ALL	ALL	4	38.2	41.07	1.5	1.5	2	2	12.65	6.12	0	0.25	0
8/15/2018	Tazewell	TRUCK DRIVER	ALL	ALL	5	39.21	41.07	1.5	1.5	2	2	12.65	6.12	0	0.25	0
8/15/2018	Tazewell	TRUCK DRIVER	ALL	O&C	1	29.65	32.86	1.5	1.5	2	2	12.65	6.12	0	0.25	0
8/15/2018	Tazewell	TRUCK DRIVER	ALL	O&C	2	30.08	32.86	1.5	1.5	2	2	12.65	6.12	0	0.25	0
8/15/2018	Tazewell	TRUCK DRIVER	ALL	O&C	3	30.28	32.86	1.5	1.5	2	2	12.65	6.12	0	0.25	0
8/15/2018	Tazewell	TRUCK DRIVER	ALL	O&C	4	30.56	32.86	1.5	1.5	2	2	12.65	6.12	0	0.25	0
8/15/2018	Tazewell	TRUCK DRIVER	ALL	O&C	5	31.37	32.86	1.5	1.5	2	2	12.65	6.12	0	0.25	0
8/15/2018	Tazewell	TUCK POINTER	ALL	BLD		34.1	35.6	1.5	1.5	2	2	10.35	11.32	0	0.82	0



November 13th, 2018

Mr. Mike Guerra, P.E.
City Engineer
City of Pekin
111 South Capitol Street
Pekin, Illinois 61554

Re: Task Order No. 002 (Vista Grande Storm Water Improvements) based on the Master Services Agreement for Professional Services on Storm Water Related Projects dated October 22nd, 2018 between Midwest Engineering Associates, Inc. and the City of Pekin

Dear Mr. Guerra:

We are enclosing Task Order No. 002's Exhibit A to for the proposed work. Please review and let us know if you have any questions regarding the scope, schedule, or fees proposed. If the Task Order meets your approval, please sign and return one copy with original signatures.

Sincerely,

A handwritten signature in blue ink, appearing to read "Robert Culp", is written over a horizontal line.

Robert Culp, P.E., C.F.M.
Senior Project Manager

Enclosure

Exhibit A
Exhibit B
Exhibit C

Attachment: Task Order_No002_Vista Grande_rev11152018 (1564 : Resolution for Storm Water Fall of 2018 Bids and Engineering Tasks)



EXHIBIT A

TO

MASTER SERVICES AGREEMENT TASK ORDER NO. 002

DATE November 13th, 2018

PROJECT SUMMARY SHEET

Project Name: Vista Grande Storm Water Improvements

Midwest Engineering Associates, Inc. Job No.: TBD

Midwest Engineering Associates, Inc. Project Manager: Robert Culp

Scope of Services Requested:

Provide the following Professional Land Surveying and Engineering Services:

A. Topographical Survey(s)

- Perform supplemental topographical survey(s) of the proposed areas to be improved as required. The limited topographical survey will supplement existing aerial photography and existing Light Detection and Ranging Data (LiDAR). The limited topographical survey shall be based on the USGS NAVD 88 datum and Illinois State Plane NAD 83 (2011 adjustment) projections.
- In addition to utilizing GPS and/or a Robotic Total Station, a drone with a horizontal and vertical accuracy of +/- 0.33' may be used where appropriate to perform the supplemental topographical surveys.

B. Permanent Drainage Easements

- Prepare a legal description, plat of survey, field survey the easement corners, and set monumentation for a propose storm sewer pipe along a portion of the northern property line of farm ground owned by St. Johns Lutheran Church (P.I.N.s 10-10-13-100-004 & 10-10-14-205-006).
- Prepare a legal description, plat of survey, field survey the easement corners, and set monumentation for a propose storm sewer pipe along a portion of the northern property line of farm ground owned by First Christian Church Pekin (P.I.N. 10-10-14-205-013).

C. Hydraulic and Hydrologic Analysis and Design

- The proposed gravity flow storm water runoff conveyance system will consist of existing open channel flow that is collected by a proposed closed storm sewer system and discharges into an existing detention pond.
- The City has indicated the existing detention pond has sufficient capacity, therefore the detention pond's existing capacity and any excess capacity does not be verified and/or determined.
- The hydraulic and hydrologic analysis and design of the proposed closed storm sewer system will be based on the largest storm event (up to a 25 year storm) that can easily be constructed within the existing topography's constraints.
- A 50 year storm event will also be modeled. The results will be summarized and illustrated in an exhibit.
- Develop a hydraulic model of the watershed area illustrated in attached Exhibit B. It is anticipated that the model would encompass approximately 0.17 square miles.
- Open flow modeling will be performed utilizing HEC-RAS 5.0.6.
- Closed flow modeling will be performed utilizing hydrograph routing software.



D. Permitting

- Illinois Department of Natural Resources (IDNR) - The contributing urban drainage area is less than 1.0 square miles, therefore an IDNR Office of Water Resources (OWR) permit will not be required.
- United States Army Corps of Engineers (Corps) – The project will not require the placement of fill within a Water of the US (WOTUS), therefore a permit from the Corps will not be required.
- Since it does not appear that the project will require embankment (the placement of fill), delineation of wetlands will not likely be required.
- The proposed area to be disturbed will likely be less than 1 acre, therefore an Illinois Environmental Protection Agency (IEPA) National Pollution Discharge Elimination System (NPDES) permit is not likely to be required.

E. Prepare Plans, Specifications, and Bidding Documents

- Prepare plans, specifications, and bidding documents.
- The design of the proposed storm water improvements will be based on a 25 year storm event.
- The design of the proposed storm water improvements and preparation of plans, specifications, and bidding documents will be based on the City of Pekin's policies, procedures, standards, and guidelines.
- In the absence of applicable City of Pekin policies, procedures, standards, and guidelines, the applicable components of the design of the proposed storm water improvements along with the preparation of the plans, specifications, and bidding documents will be completed in accordance with the following local agencies policies, procedures, standards, and guidelines:
 - Illinois Department of Transportation
 - United States Army Corps of Engineers
 - Illinois Department of Natural Resources
 - Illinois Environmental Protection Agency
- Provide quality control and quality assurance of the plans, specifications, and bidding documents.
- The plans will be prepared using AutoCAD. The bidding documents will be prepared in Microsoft Word. All or part of the specifications may be included in the plans and/or the bidding document's project manual.

Additional Services:

Additional services that are not included in the proposed Scope of Work may include (but are not limited to):

- Geotechnical
- Right-of-Way and Easement Surveys
- Land acquisition
- Wetland delineation
- Determine the existing detention ponds existing and/or excess capacity
- All permitting
- All permit fees
- The preparation of design alternates
- Construction Engineering Services

Any additional services can be performed as needed with a scope, fee, and schedule to be identified and agreed upon by Midwest Engineering Associates and the City at a later time.

Schedule for Midwest Engineering Associates' Services:

Midwest Engineering Associates can start work immediately upon receipt of an executed copy of this agreement, or written notice to proceed, or e-mail referring to this proposal with instructions to proceed.



Midwest Engineering

Associates, Inc.

MWEA will complete the construction documents (plans, specifications and bidding documents) based on a Spring 2019 letting.

Estimated Fees:

MWEA proposes to perform the above Scope of Services on a time and materials basis using a 2.8 direct labor multiplier. The estimated total fee for the project will be approximately **\$20,648**. Refer to attached Exhibit C for a summary of the proposed man-hours.

The undersigned hereby state that they are duly authorized agents of Midwest Engineering Associates, Inc. (MWEA) and the City of Pekin and that the general conditions stated in the Master Services

Agreement for Professional Services on Storm Water Related Projects dated October 22nd, 2018 between Midwest Engineering Associates, Inc. and the City of Pekin are understood by them and herewith agreed to and accepted as governing this Task Order. If acceptable, please indicate your acceptance of this proposal by having an authorized representative of your firm execute both copies and return one to our office.

Mike, we are look forward to working with you on this project. If you have any questions, please contact us.

MWEA

City of Pekin

By: [Signature]

By: _____

Title: Sr. Project Manager

Title: _____

Date: 11/13/18

Date: _____

MWEA

City of Pekin

By: [Signature]

By: _____

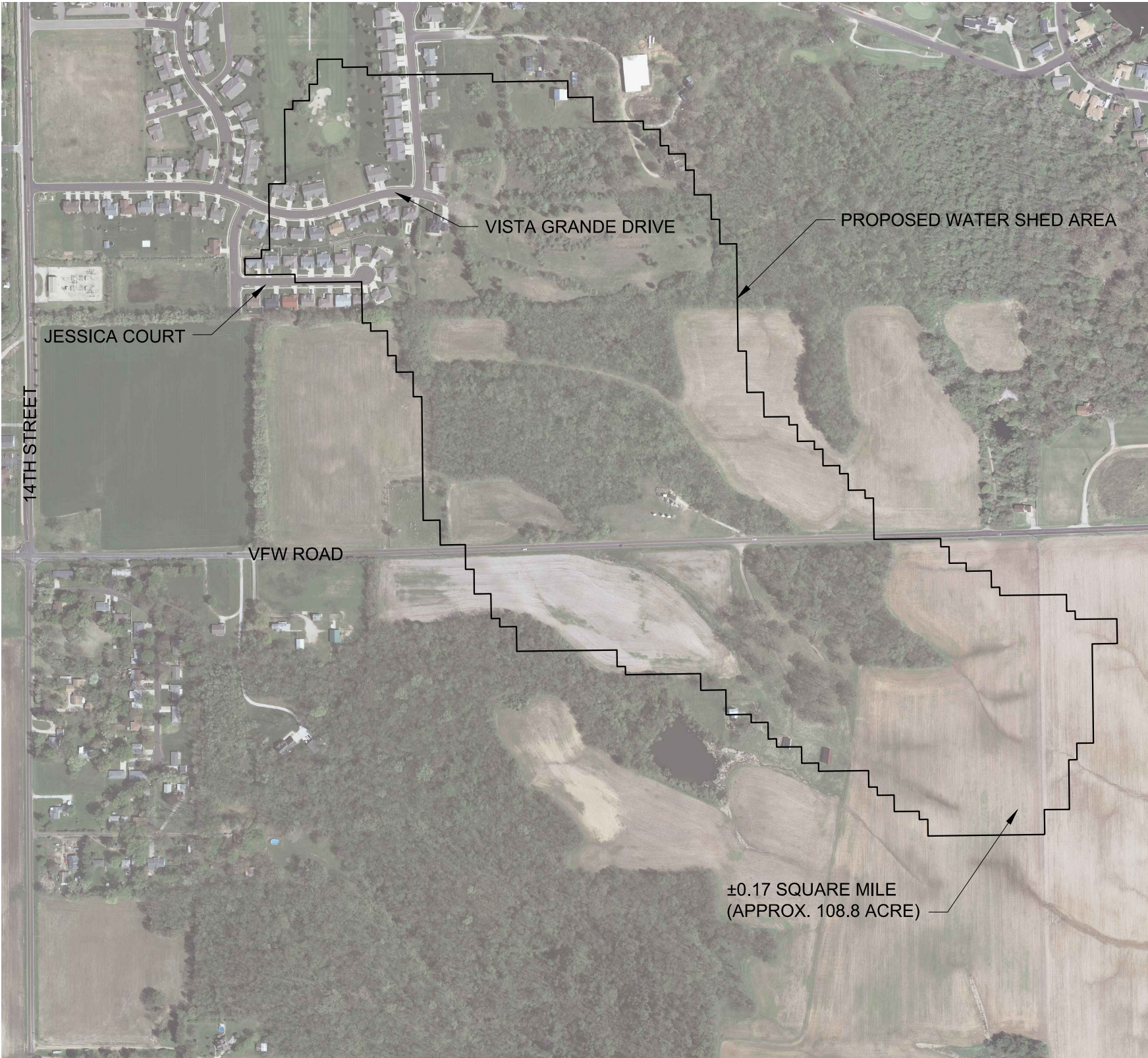
Title: Sr. Project Manager

Title: _____

Date: 11/13/2018

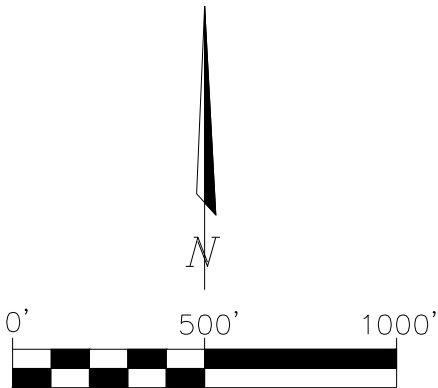
Date: _____

S:\ENGINEERING\PROPOSALS\CITY OF PEKIN\MSA STORM\TASK ORDER NO002\404 EXHIBITS\PEKIN EXHIBIT.DWG 11/12/2018 1:52 PM



VISTA GRANDE WATERSHED AREA

SCALE: 1" = 500'



MW

Midwest Engineering

Associates, Inc.

140 E. Washington Street
East Peoria, Illinois 61611
309.222.8600
www.mweainc.com

IL Design Firm Reg. No.
184-005896

WATERSHED AREA

CITY OF PEKIN
VISTA GRANDE
STORMWATER IMPROVEMENTS

Drawn :	PWP
Checked:	RDC
Approved:	
PROJECT NUMBER	
FIGURE NUMBER	EXHIBIT B

EXHIBIT C

8.10.e

PROJECT: Vista Grande Storm Water Improvements
November 15, 2018

MAN-HOURS BY CLASSIFICATION:

DESCRIPTION	ENGINEER V	ENGINEER IV	ENGINEER I	TECH. IV	TECH. III	FIELD TECH. II	TOTAL HOURS
A TOPOGRAPHICAL SURVEY(S)				16			16
B PERMANENT DRAINAGE EASEMENTS (TWO)				24	4		28
C HYDRAULIC AND HYDROLOGIC ANALYSIS AND DESIGN		4	40				44
D PERMITTING							0
E PREPARE PLANS, SPECIFICATIONS, AND BIDDING DOCUMENTS	12	16			80		108
SUBTOTAL - HOURS:	12	20	40	40	84	0	196
AVERAGE HOURLY RATE:	\$58.00	\$52.89	\$30.00	\$38.04	\$34.51	\$26.54	
SUBTOTAL - (2.8 MULTIPLIER):	\$1,949	\$2,962	\$3,360	\$4,260	\$8,117	\$0	\$20,648
DIRECT COSTS:							\$0

TOTAL: \$20,648

Attachment: Task Order_No002_Vista Grande_rev11152018 (1564 : Resolution for Storm Water Fall of



Midwest Engineering
Associates, Inc.

November 13th, 2018

Mr. Mike Guerra, P.E.
City Engineer
City of Pekin
111 South Capitol Street
Pekin, Illinois 61554

Re: Task Order No. 001 (Brentwood Ditch Erosion Control Countermeasures at 1809 Tharp Street) based on the Master Services Agreement for Professional Services on Storm Water Related Projects dated October 22nd, 2018 between Midwest Engineering Associates, Inc. and the City of Pekin

Dear Mr. Guerra:

We are enclosing Task Order No. 001's Exhibit A to for the proposed work. Please review and let us know if you have any questions regarding the scope, schedule, or fees proposed. If the Task Order meets your approval, please sign and return one copy with original signatures.

Sincerely,

A handwritten signature in blue ink, appearing to read "Robert Culp", is written over a horizontal line.

Robert Culp, P.E., C.F.M.
Senior Project Manager

Enclosure
Exhibit A
Exhibit B

Attachment: Task Order_No001_Brentwood Ditch at 1809 Tharp_rev11152018 (1564 : Resolution for Storm Water Fall of 2018 Bids and



EXHIBIT A

TO

MASTER SERVICES AGREEMENT TASK ORDER NO. 001

DATE November 10th, 2018

PROJECT SUMMARY SHEET

Project Name: Brentwood Ditch Erosion Control Countermeasures at 1809 Tharp Street

Midwest Engineering Associates, Inc. Job No.: TBD

Midwest Engineering Associates, Inc. Project Manager: Robert Culp

Scope of Services Requested:

Provide the following Professional Land Surveying and Engineering Services:

A. Topographical Survey(s)

- Perform supplemental topographical survey(s) of the proposed areas to be improved as required. The limited topographical survey will supplement existing aerial photography and existing Light Detection and Ranging Data (LiDAR). The limited topographical survey shall be based on the USGS NAVD 88 datum and Illinois State Plane NAD 83 (2011 adjustment) projections.
- In addition to utilizing GPS and/or a Robotic Total Station, a drone with a horizontal and vertical accuracy of +/- 0.33' may be used where appropriate to perform the supplemental topographical surveys.

B. Final Hydraulic Analysis

- Midwest Engineering Associates previously developed hydraulic models as a part of the Hydrologic and Hydraulic Study of Brentwood Creek between Sheridan Road and Velde Drive. Those hydraulic models will be updated based on the final design.
- Review and analyze the updated hydraulic models to affirm the final design provides effective remediation of Brentwood Ditch's right streambank erosion at 1809 Tharp Street for rainfall events up to an including the design storm event.

C. Permitting

- Illinois Department of Natural Resources (IDNR) - The contributing urban drainage area is greater than 1.0 square miles, therefore an IDNR Office of Water Resources (OWR) permit will be prepared and submitted.
- United States Army Corps of Engineers (Corps) – Since Brentwood Ditch is a Water of the US (WOTUS), a Section 404 Nationwide permit will be prepared and submitted.
- Based on Midwest Engineering Associates experience on similar types of projects, the proposed ditch remediation is considered maintenance. If the Corps agrees via the issuance of a Section 404 Nationwide permit, a delineation of wetlands will not be required.
- The proposed area to be disturbed will be less than 1 acre, therefore an Illinois Environmental Protection Agency (IEPA) National Pollution Discharge Elimination System (NPDES) permit is not required.

D. Prepare Plans, Specifications, and Bidding Documents

- Prepare plans, specifications, and bidding documents.



- The plans, specifications, and bidding documents will be based on a 10 year storm event. Note the remediation examples in the previous study (Hydrologic and Hydraulic Study of Brentwood Creek between Sheridan Road and Velde Drive) were based on common storm events – 6 months to 2 years.
- The ditch check structures will consist of modular precast concrete block in lieu of gabion baskets as previously shown in the study exhibits.
- The plans, specifications, and bidding documents will be based on the City of Pekin's policies, procedures, standards, and guidelines. In the absence of applicable City of Pekin policies, procedures, standards, and guidelines, the applicable policies, procedures, standards, and guidelines from the applicable agency will be followed:
 - Illinois Department of Transportation
 - United States Army Corps of Engineers
 - Illinois Department of Natural Resources
 - Illinois Environmental Protection Agency
- Provide quality control and quality assurance.
- The plans will be prepared using AutoCAD. The bidding documents will be prepared in Microsoft Word. All or part of the specifications may be included in the plans and/or the bidding document's project manual.

Additional Services:

Additional services that are not included in the proposed Scope of Work may include (but are not limited to):

- Geotechnical
- Right-of-Way and Easement Surveys
- Wetland delineation
- Additional permitting other the permits included in the scope of services
- Additional permit fees other than IDNR-OWR
- The preparation of alternates
- Construction Engineering Services

Any additional services can be performed as needed with a scope, fee, and schedule to be identified and agreed upon by Midwest Engineering Associates and the City at a later time.

Schedule for Midwest Engineering Associates' Services:

Midwest Engineering Associates can start work immediately upon receipt of an executed copy of this agreement, or written notice to proceed, or e-mail referring to this proposal with instructions to proceed. MWEA will complete the construction documents (plans, specifications and bidding documents) based on a Spring 2019 letting.

Estimated Fees:

The IDNR OWR permit fee will range from \$500 to \$2,500. This fee will not be marked up by MWEA.

MWEA proposes to perform the above Scope of Services on a time and materials basis using a 2.8 direct labor multiplier. The estimated total fee for the project will be approximately **\$20,709** (\$18,209 design effort plus \$2,500 permit fee). Refer to attached Exhibit B for a summary of the proposed man-hours.

The undersigned hereby state that they are duly authorized agents of Midwest Engineering Associates, Inc. (MWEA) and the City of Pekin and that the general conditions stated in the Master Services Agreement for Professional Services on Storm Water Related Projects dated October 22nd, 2018 between Midwest Engineering Associates, Inc. and the City of Pekin are understood by them and herewith agreed



Midwest Engineering

Associates, Inc.

to and accepted as governing this Task Order. If acceptable, please indicate your acceptance of this proposal by having an authorized representative of your firm execute both copies and return one to our office.

Mike, we are look forward to working with you on this project. If you have any questions, please contact us.

MWEA

City of Pekin

By: [Signature]

By: _____

Title: St. Project Manager

Title: _____

Date: 11/13/18

Date: _____

MWEA

City of Pekin

By: [Signature]

By: _____

Title: Project Manager

Title: _____

Date: 11/13/2018

Date: _____

EXHIBIT B

8.10.f

PROJECT: Brentwood Ditch Erosion Control Countermeasures at 1809 Tharp Street
November 15, 2018

MAN-HOURS BY CLASSIFICATION:

DESCRIPTION	ENGINEER V	ENGINEER IV	ENGINEER I	TECH. IV	TECH. III	FIELD TECH. II	TOTAL HOURS
A TOPOGRAPHICAL SURVEY(S)				16			16
B FINAL HYDRAULIC ANALYSIS			24				24
C PERMITTING		4	20				24
D PREPARE PLANS, SPECIFICATIONS, AND BIDDING DOCUMENTS	12	16			80		108
SUBTOTAL - HOURS:	12	20	44	16	80	0	172
AVERAGE HOURLY RATE:	\$58.00	\$52.89	\$31.36	\$38.04	\$34.51	\$26.54	
SUBTOTAL - (2.8 MULTIPLIER):	\$1,949	\$2,962	\$3,864	\$1,704	\$7,730	\$0	\$18,209
DIRECT COSTS (IDNR OWR Permit Fee):							\$2,500
TOTAL:							\$20,709

Attachment: Task Order_No001_Brentwood Ditch at 1809 Tharp_rev11152018 (1564 : Resolution for

TASK ORDER No. 1 – JANE STREET

This Task Order #1 describes certain services to be performed by Farnsworth Group, Inc. (“ENGINEER”) in accordance with the terms and conditions of that certain Master Services Agreement dated October 22, 2018, between the City of Pekin (“CITY”), an Illinois municipality having its offices at City Hall, 111 South Capitol St., Pekin, IL 61554 and ENGINEER, located at 412 Court Street, Pekin, IL 61554.

SERVICES:

Objective of Services: Assess the Jane Street flooding issues identified in the City of Pekin Storm Water RFQ with a phased approach that begins with evaluating the known issues and extends through final design and project bidding.

Phase 1 – Evaluation

ENGINEER understands that this area has experienced ongoing flooding for the City and past projects have been performed in an attempt to alleviate this issue. ENGINEER will begin the evaluation phase by reviewing the historical documents, sewer maps, GIS contours, and record drawings in possession of the CITY relating to the historical flooding issues and past sewer projects that have occurred on Jane Street.

ENGINEER will conduct a site reconnaissance to assess the flooding area and evaluate the overflow structure and other necessary sewer structures to analyze the existing sewer system hydraulics and capacity.

ENGINEER will utilize the historical data and site reconnaissance information collected to prepare a hydraulic profile and storm water drainage area for the Jane Street sewer system. ENGINEER will evaluate the sewer system hydraulics for capacity on the existing Jane Street sewer system.

ENGINEER will then analyze the sewer system hydraulics and capacity for Jane Street for the expected condition after the Phase III CSO project construction is complete. This will be compared to the existing conditions to assess the impact of this project on the Jane Street sewers.

ENGINEER will evaluate alternatives for increasing the capacity of the storm water system with additional detention or separation. ENGINEER will provide additional alternatives as they may be identified during the evaluation.

ENGINEER will prepare a report outlining the findings of the evaluation phase.

Phase 2 – Preliminary Design

After the evaluation phase, the ENGINEER will assess if adding detention or additional storm sewer piping in the area is practicable for addressing the flooding issues.

ENGINEER will assess the other potential alternatives identified in the evaluation phase.

ENGINEER will provide preliminary design concepts for feasible alternatives to address the 20+ year storm event within the sewer system for this location.

ENGINEER will prepare an Engineer Opinion of Probable Cost for the feasible alternatives.

ENGINEER will provide any additional recommendations in a report outlining the findings of the evaluation and preliminary design. Findings will be presented to the City for selection of final alternative.

Phase 3 – Final Design

As directed by the CITY, the ENGINEER will prepare design plans and bid documents for the storm water detention or storm sewer option evaluated in the preliminary design phase.

ENGINEER will prepare any necessary permits and environmental documentation for the selected alternative.

ENGINEER will prepare any necessary right-of-way dedications or construction easements as directed by the CITY for this project.

ENGINEER will assist the CITY with tabulation and interpretation of the contractors' proposals as directed by the CITY for this project.

Throughout the Phases outlined above, ENGINEER will be available to attend meetings as requested by the CITY.

Should the Evaluation and Preliminary Design Phases of this Task Order identify an alternative solution that the City wishes to pursue for Final Design, that is not addressed in the Phase 3 Scope outlined above, this Task Order can be amended as agreed to by each of the two Parties.

At the request of the CITY, the ENGINEER will provide an estimate for construction engineering services at the conclusion of Phase 3.

TIMELINE:

Commencement Date: 11/13/2018

Days Necessary to Complete: 6 Months depending on alternatives established in Phase 1

Completion Date: 5/13/2019

COMPENSATION:

Phase 1 - Time and material fee, not to exceed \$11,500.00

Phase 2 - Time and material fee, not to exceed \$15,750.00

Phase 3 - Time and material fee, estimated max \$22,000.00 - depending on final alternative selected by the CITY.

INVOICING:

All invoices submitted under this Work Order should be sent to the following address and should reference this Task Order.

City of Pekin
Attn: Mike Guerra, PE - City Engineer
111 S. Capitol St.
Pekin, IL 61554

ENGINEER and CITY agree that the referenced Agreement and this Work Order are the complete and exclusive statement of the agreement between the parties, superseding all other proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter hereof. In the event of any conflicts between this Work Order and the Agreement, the terms of the Agreement shall prevail. This Work Order shall be effective on the date the second of the two parties hereto sign below.

ENGINEER

CITY

 Signature

 Signature

Gary W. Davis

 Printed or Typed Name

 Printed or Typed Name

Principal

 Title

 Title

 Date

 Date

**City of Pekin Storm Water MSA
Task Order 1 - Jane Street
Estimated Hour Breakdown**

Task		Estimated Hours
Phase 1	Historical File Research	8
	Review Maps and Record Drawings	8
	Site Recon/ Survey	16
	Hydraulic Profile	4
	Existing System Capacity Eval	16
	Phase III Sewer System Capacity Eval	16
	Prepare Alternatvies	8
Phase 2	Hydraulic Model	24
	Detention Basin Design	32
	Prepare Preliminary Drawings	32
	Prepare Preliminary EOPC	4
	Finalize Figures	2
	Prepare Report	4
	CQ/CA Review	4
	Meeting With City	2
Phase 3	Finalize Design	16
	Prepare Final EOPC	4
	Prepare Final Drawings	40
	Prepare Specifications	24
	Prepare Contract Documents	16
	QA/QC Review	8
	Bidding Coordination	12
	Bid Tabulation	4
	Final Coordination	8

GENERAL PROJECT INFORMATION

This Scope of Services includes data collection and a drainage study of the area bounded by Koch Street, Route 29, and Hannah Drive, with the objective of identifying improvements to reduce flooding at Koch and Riverway Drive. Phase 1 will consist of data collection, Hydraulic and Hydrology (H&H) modeling, and analysis of alternatives. Phase 2 will be a separately defined effort, and will include detailed design, plan production, and bidding of the selected improvements.



Phase 01 – Data Collection, Modeling & Analysis | Approx 100 Hours - \$20,325

Data Collection – Obtain information from City GIS system for use as system base mapping, including contours for surface creation and stormwater infrastructure. Collect and review existing record drawings and develop an understanding of existing conditions and constraints. Conduct the first phase of surveying to establish or tie in existing control and benchmarks and gather information on critical structures that will be helpful for modeling. Updates or changes to City GIS data will be shared to keep City data current.

Modeling – Working with the City, CMT will recommend a methodology for modeling the watershed and establishing the parameters of the analysis. The 2-year and 25-year storms have been a common baseline in the past, but the NRCS method, which represents longer duration lower intensity events, may not be the best approach. CMT will build a watershed model that simulates the existing conditions and interconnected ponds and basins.

Analysis – With a functional watershed model, CMT will look at the sewer network and opportunities to reroute stormwater within the model, taking advantage of existing capacities that may exist or identifying potential improvements to slow, infiltrate, and adjust the basin characteristics for better outcomes. CMT will present the results and alternatives with an opinion of probable construction costs and make recommendations for Phase 2 design. Following review by City staff, CMT can coordinate with impacted property owners.

Project Assumptions

- The proposal includes \$5,250 for Phase I surveying effort by Millennia Professional Services.
- No cultural resource or historic preservation clearances, wetland delineations, or underground mine investigations are anticipated or included.
- It is assumed that no lift or pumping stations will be incorporated into the model

Apprvd	PROJ P
DATE	11/20/

11/20/2018 9:46 AM



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: November 21, 2018

From: Sue McMillan, City Clerk

AGENDA ITEM: City Manager Employment Agreement

AGENDA DATE REQUESTED: November 26, 2018

ACTION REQUESTED: Approve the Agreement

REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

EMPLOYMENT AGREEMENT

between

Mark Rotherth
and the City of Pekin

This Employment Agreement ("Agreement") is made and entered into by and between the City of Pekin, Illinois, an Illinois home rule municipal corporation, (hereinafter called "Employer") and Mark Rotherth, (hereinafter called "Employee") an individual. Hereinafter the Employer and Employee may collectively be referred to as the "Parties."

WHEREAS, the Employer desires to retain the services of Employee as City Manager of the City of Pekin; and

WHEREAS, the Employer and the Employee desire to enter into this Agreement to set forth the terms and conditions of the employment relationship between the Employer and the Employee;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Effective Date.** This Agreement shall be effective November 26, 2018 (the "Effective Date").
2. **Term.** Employer agrees to employ Employee as its City Manager, effective November 26, 2018 through November 25, 2021. This Agreement shall automatically be renewed on its ending date and every ending date anniversary thereafter (the "End Date"), for a one (1) year term unless the City Council provides notice at least one-hundred and eighty (180) days before the Ending Date that the Agreement will not be renewed.
3. **Duties and Authority.** Employer agrees to employ Employee as City Manager to perform the managerial functions and duties specified in the Illinois Municipal Code and the Municipal Code of the City of Pekin, and to perform such other legally permissible and proper duties and functions as authorized and directed by the Employer.
 - A. **Outside Activities.** Employee agrees to remain in the exclusive employment of the Employer and agrees to accept no other additional employment during the term of this Agreement. Recognizing that certain outside opportunities provide indirect benefits to the Employer and the community, if the Employee desires to accept teaching, board appointments, consulting or other business opportunities, he shall request consent and approval from the Council, which shall not be unreasonably withheld. Such opportunities shall be permitted, at the discretion and consent of the City Council, if they do not interfere with or cause a conflict of interest with Employee's responsibilities pursuant to his obligations as City Manager.
 - B. **Other Duties.** The Employer, upon agreement with Employee, may provide for such other terms and conditions of employment as it may determine from time to time relating to the performance and duties of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Municipal Code of the City of Pekin, or applicable state or federal law.
4. **Goal Setting and Review.** A Work Plan and performance review process set forth herein is intended to provide City Council direction and feedback to the Employee so as to facilitate a more effective management of the city.

Attachment: ROTHERT CITY MANAGER CONTRACT (1575 : City Manager Employment Agreement)

A. Annual Work Plan. Within one (1) year of the Effective Date of this Agreement, the Employer shall participate in a goal setting session with a professional facilitator to provide the Employee and the city organization with a Work Plan for the upcoming year, identifying Employer and Employee goals, implementation strategies and major community projects and work assignments. Among other factors established pursuant to subsection B, below, the Employee shall be evaluated with regards to this Work Plan. Thereafter, the Employer and Employee agree that, upon mutual agreement, they shall conduct a goal setting session annually in connection with the annual evaluation set forth in this Section.

B. Annual Review. Employer shall annually review the performance of the Employee at a time directed by the Employer subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee. The evaluation process, at a minimum, shall occur annually and include the opportunity for both parties to:

- i. prepare a written evaluation,
- ii. meet and discuss the evaluation under a closed executive session, if necessary and
- iii. present a written summary of the evaluation results.

Employer may, in its discretion, modify the evaluation format from time to time. The final written evaluation should be completed and delivered to the Employee within 30 days of the evaluation meeting.

5. Compensation.

A. Base Salary. Employer agrees to pay Employee an initial annual base salary of one-hundred-forty thousand dollars (\$140,000), effective on the Employee's Effective Date and payable in installments in accordance with the Employer's usual payroll schedule.

B. Merit Increases. The Employer reserves the right to determine a merit-based increase for Employee, based on Employee's Annual Review and accomplishments of Employer's set performance goals, objectives and work plan established under the provisions of Section 4 of this Agreement. This performance increment may be annually determined by an affirmative majority vote of the Mayor and City Council.

C. Annual Adjustment. Employer agrees to adjust the Employee's annual base salary to reflect any salary adjustments that are provided to non-union employees of the City by the City Council.

D. Miscellaneous.

- i. Any increase or adjustment in pay shall not be construed by the Parties as a renewal or renegotiation of the Agreement.
- ii. Employer and Employee agree that if each mutually agrees in writing to an adjustment to Employee's annual base salary in a manner that is alternative to Section 5.B or 5.C., they may do so without additional consideration.
- iii. This Agreement shall be automatically amended to reflect any salary adjustments such as payroll taxes, pension deductions, or other payroll-related liability costs that are provided or required by the Employer's compensation policies or authorized by the Pekin City Council.

6. Health Insurance Benefits.

A. Insurance Provision. The Employer agrees to provide Employee all health, vision, dental or other comprehensive medical insurance benefits provided to all other management employees of the City of Pekin.

7. Retirement.

A. IMRF Enrollment. The Employer agrees to enroll the Employee in the Illinois Municipal Retirement Fund (IMRF) and to make all the appropriate employer contributions on the Employee's behalf.

- B. Other Plans. Employer agrees to execute all necessary agreements or documents provided by the ICMA Retirement Corporation (ICMA-RC) for Employee's participation in and contribution to a defined contribution plan or deferred compensation retirement plan.
8. **Social Security and Medicare Taxes (FICA)**. The Employer shall make all necessary social security and Medicare tax contributions as required by law for the benefit of the Employee.
9. **Residency and Moving Expenses.**
- A. Residency. The Employee shall reside in the City of Pekin.
- B. Relocation Expenses. Employee waives any reimbursement for moving.
10. **Other Benefits.**
- A. Vacation, Sick and Personal Leave. The Employee shall annually be credited with ninety-six (96) hours of sick leave, twenty-four (24) hours of personal leave, and one-hundred-sixty (160) hours of vacation leave. Employee shall be permitted to accrue vacation and sick leave from year to year, subject to the qualifying periods and all policies as set forth in the City's Employee Handbook, except that Employee's vacation time may be accrued up to three-hundred twenty (320) hours.
- B. Vehicle Allowance. Employee's duties require exclusive and unrestricted use of an automobile. In lieu of providing a city vehicle, the Employer agrees to pay to the Employee, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of \$400 per month as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a personal vehicle. The vehicle allowance shall be paid in equal payments on a monthly basis or on another schedule as determined by the City. The Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for gas, oil and all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle.
- C. Professional and Civic Dues. Employer agrees to budget for and pay for reasonable and appropriate professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state and/or local associations and organizations necessary for the Employee's continued professional growth and advancement, and for the good of the Employer. Employer also acknowledges the value of having Employee participate and be directly involved in local civic clubs and organizations. Accordingly, Employer shall pay for 50% of membership fees and/or dues to enable the Employee to become an active member in local/regional civic clubs and organizations.
- D. Professional Development and Travel. Employer agrees to budget for and pay for reasonable and appropriate registration/enrollment fees, and travel and subsistence expenses of Employee for short courses, institutes, conferences and seminars to adequately continue the professional development of Employee and to attend necessary official functions for Employer, including but not limited to annual conferences, and such other national, regional, state, and/or local governmental groups and committees in which Employee serves as a member.
11. **Termination and Severance.**
- A. Voluntary Employee Termination. In the event that the Employee voluntarily resigns his position with the Employer, the Employee shall provide a minimum of 45 days' notice, unless the parties agree otherwise. In the case of Employee's voluntary resignation, the Employee is not entitled to severance pay. However, Employee shall still be entitled to all accrued benefits as of the date of such voluntary resignation. The Council reserves, for its discretion, the ability, upon receiving such 45 day notice, to

ask the City Manager to leave that position, at the beginning of the notice period, rather than staying on for 45 days, but receiving the pay and compensation for the remaining 45 days.

- B. Employee Termination With Cause. Employee termination shall occur when the majority of the Employer's city council votes to terminate the Employee at a duly authorized public meeting, "with cause." For the purposes of this Agreement, "with cause" shall mean that the Employer, at a duly noticed public meeting, has determined that Employee has been convicted by a court of competent jurisdiction under the statutes and laws of the State of Illinois of fraud, embezzlement, theft, a felony, malfeasance of office, moral turpitude, or willful misconduct. In the event the Employer terminates the Employee "with cause," no severance pay shall be paid to Employee.
- C. Employee Termination Without Cause. For the purpose of this Agreement, Employee termination "without cause" shall occur when the majority of the Employer's city council votes to terminate the Employee at a duly authorized public meeting under any of the following events. Employer agrees to pay severance under such events as calculated in Section 11.D.
- i. The majority of the Employer's city council votes to terminate the Employee at a duly authorized public meeting without any cause being cited.
 - ii. If the Employee resigns following a request or offer to resign, whether formal or informal, made by a representative of or representatives of the majority of the Employer/City Council and the Employee resigns in writing, then the Employee shall be considered to have been terminated as of the date of the Employee's written resignation.
 - iii. If the City Council, citizens or state legislature act to amend any provisions of the Illinois Municipal Code or the Municipal Code of the City of Pekin pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such acts or amendments constitute termination.
 - iv. The Employer reduces the base salary, compensation or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all other staff.
- D. Severance. In the event of Employee's termination without cause from the City as described in Section 11.C., Employee shall be entitled to the following:
- i. Severance in an amount equal to one-half of the Employee's annual compensation at the then rate in effect, payable, in a lump sum amount;
 - ii. An additional severance amount equal to one-fourth of the Employee's annual compensation at the then rate in effect if the Employee is removed during the 120-day period following any City election for membership on the City Council, or during the 120-day period following any change in membership of the City Council;
 - iii. As to sick leave accrued time, Employee may utilize accumulated sick leave for the payment of health insurance premiums after termination.
- E. Employer Rights. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employer to terminate the services of Employee at any time for any reason or for no reason, subject only to the provisions set forth in this section.
- F. Employee Rights. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from this position with City, subject to the provisions set forth in this section.

12. General Provisions.

- A. Equal Entitlement. Employee is automatically entitled to any other standard benefits available to management or non-collective bargaining unit employees of the City as may now exist or be made available during the term of this Agreement.
- B. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement.
- C. Modifications. Particular situations may arise where adjustment or modifications of the Agreement will be necessary in order to meet the needs of each Party. Each of these situations and the required modifications shall be detailed in a separate side agreement ("Side Agreement"). To the extent there is a conflict between the terms of this Agreement and the Side Agreement, the terms of the Side Agreement shall control.
- D. Breach of Agreement. Except for conditions set out in Section 11.B, either Party may declare the other Party to be in breach of the Agreement and provide 30 days to cure the breach. Written notice of a breach of Agreement shall be provided in accordance with the provisions of Section 12.E and set forth the action or inaction constituting the breach.
- E. Notices. Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- EMPLOYER: Mayor, City of Pekin, 111 S. Capitol Street, Pekin, Illinois 61554
- EMPLOYEE: Mark Rothert, 111 S. Capitol Street, Pekin, Illinois 61554

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

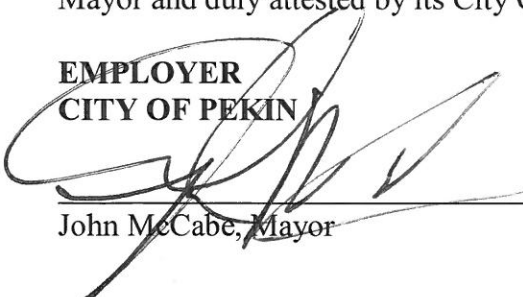
- F. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.
- G. Severability. The invalidity of any portion of this Agreement shall not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.
- H. Waiver. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.
- I. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, in full force and effect as of the date of execution.
- J. Indemnification. Employer shall defend, save harmless and indemnify Employee against any demand or legal action, whether groundless or otherwise, arising out of Employee's carrying out his responsibilities as City Manager. Legal representation, provided by Employer for Employee, shall extend until a final

determination of the legal action including any appeals brought by either party. Employer agrees to pay Employee's reasonable litigation expenses, including travel expense, throughout the pendency of any litigation to which the Employee is a party or witness. Such expense payments shall continue beyond Employee's service to the Employer as long as the litigation is pending.

- K. Bonding. Employer shall bear the full cost of any professional liability insurance, fidelity or other bonds required of the Employee under any law or ordinance.

In Witness Whereof, the City of Pekin has caused this Agreement to be signed and executed in its behalf by its Mayor and duly attested by its City Clerk and Employee has signed and executed this Agreement.

EMPLOYER
CITY OF PEKIN



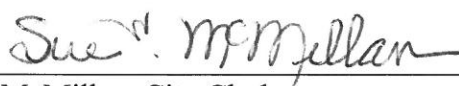
John McCabe, Mayor

EMPLOYEE



Mark Rothert

ATTEST:



Sue McMillan, City Clerk

Attachment: ROTHERT CITY MANAGER CONTRACT (1575 : City Manager Employment Agreement)