



**REGULAR CITY COUNCIL MEETING
TUESDAY, NOVEMBER 13, 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.	City Council - Regular Meeting - Oct 22, 2018 5:30 PM
5.	Public Input
6.	Consent Agenda
6.1.	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. ACTION REQUESTED: Adopt Ordinance No. 2806-18/19
6.2.	Bids for the Schramm Sewer Repair Project ACTION REQUESTED: Receive and File four bids for the Schramm Sewer Repair Project opened on November 6 th , 2018
7.	Communications
7.1.	Presentation on Retail Attraction by Retail Strategies
7.2.	Public Hearing for the Revised Citizen Participation Plan for HUD Community Development Block Grant (CDBG)
7.3.	Public Hearing on the Amendment for a Substantial Change to the 2015-2019 Consolidated Plan to Include the Demolition Program
8.	New Business
8.1.	Resolution No. 121-18/19 Intergovernmental Agreement with Pekin Library Board for Recycling Services ACTION REQUESTED: Approve Resolution No. 121-18/19

8.2.	Resolution No. 122-18/19 Intergovernmental Agreement with Pekin Park District for Recycling Services ACTION REQUESTED: Approve Resolution No. 122-18/19
8.3.	Police Department Rifle Purchase ACTION REQUESTED: Authorization to Purchase Police Department Rifles from LMT not to exceed \$21,000.
8.4.	Agreement With Tazewell County Animal Control for 2019 Services ACTION REQUESTED: Approve Agreement
8.5.	Ordinance No. 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 ACTION REQUESTED: Adopt Ordinance No. 2805-18/19
8.6.	Resolution No. 125-18/19 Independent Contractor Agreement for Economic Development Services ACTION REQUESTED: Approve Resolution No. 125-18/19
8.7.	Bid for Schramm Sewer Repair Project for Laverdiere Construction Inc. in the amount of \$18,500 ACTION REQUESTED: Award bid for Schramm Sewer Repair Project
8.8.	Contract with Placemakers, LLC. for Geographic Information System (GIS) Services ACTION REQUESTED: Authorize and Approve Contract with Placemakers, LLC
8.9.	Resolution No. 124-18/19 Support of Funding for Safe Route to School Application ACTION REQUESTED: Approve Resolution No. 124-18/19
8.10.	Resolution No. 123-18/19 Determination of Estimated 2018 Property Tax Levy ACTION REQUESTED: Approve Resolution No. 123-18/19 declaring the City's intention to establish a 2018 tax extension that does not exceed 105% of its 2017 tax extension.

9.	Any Other Business To Come Before The Council
10.	Executive Session 5 ILCS 120/2 (c) 1 Personnel
11.	Adjourn

Column 2 Key:

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

PROCEEDINGS OF THE REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF CITY HALL
111 S. CAPITOL ST
ON MONDAY OCTOBER 22, 2018 AT 5:30 O'CLOCK P.M.
JOHN MCCABE * CHAIR * PRESIDING

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor McCabe. All Council Members were present. A quorum was declared by Mayor McCabe.

Attendee Name	Title	Status	Arrived
James A Schramm	Council Member	Present	5:18 PM
Michael Garrison	Councilman	Present	4:00 PM
Lloyd Orrick	Mayor Pro-Tem	Present	3:59 PM
John P Abel	Council Member	Present	4:00 PM
Michael Ritchason	Council Member	Present	4:56 PM
Mark Luft	Council Member	Present	5:26 PM
John McCabe	Mayor	Present	4:00 PM

APPROVE AGENDA

3.1. Motion to: **Approve agenda**

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

APPROVAL OF MINUTES

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

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

4.2. **City Council - Regular Meeting - Oct 8, 2018 5:30 PM**

PUBLIC INPUT

Jim Mangan spoke against the Master Service Agreements for all three storm water projects as they were only RFQ's with no money involved. He is concerned that the City engineers are not qualified to select qualified engineers if they cannot perform the work themselves. Suggests that Council put out RFP's to see if a qualified firm can do all the work.

Rick Hilst raised questions regarding the lease purchase agreement for the street sweeper. He also gave suggestions to borrow the funds for the street sweeper with the Sewerage fund. Mr. Hilst also suggested using TIF funds/State MFT funds for the Front St. project.

Minutes Acceptance: Minutes of Oct 22, 2018 5:30 PM (Approval of Minutes)

Dave Nutter also spoke on the lease purchase agreement. He had concerns that there were not proper restrictions on fees. He asked for clarification.

CONSENT AGENDA

Mayor McCabe presented the Consent Agenda and 4 business items were approved by Omnibus vote.

- 6.1. **Amendment to Scheduled Council Meetings Dates**
- 6.2. **September 2018 Building Report**
- 6.3. **PD STATS - SEPTEMBER 2018**
- 6.4. **Tazewell County Animal Control Billing - September 2018**
- 6.5. **Motion to: Motion to Approve Consent Agenda**

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

NEW BUSINESS

- 7.1. **Motion to: MSA with Farnsworth Group for storm water related projects**
City Engineer, Michael Guerra, spoke on the next three items. The first being the Master Service Agreement with Farnsworth Group. Mr. Guerra explained that the City was not allowed to seek bids and proposals, only qualifications. At the recommendation of the subcommittee for storm water three rose to the top. The selection of the top three will go back to the subcommittee. He added that by following the Illinois rules and as a municipal engineer, he covers several aspects that delegates his time through the City. After 10 years of background in the field one can begin evaluating and making points of contacts with other municipalities and this provides the most flexibility. The Master Service Agreement allows the City to issue task order on specific projects to any of the three consultants selected. The City is then not locked in for the next five years for these projects.

Mayor McCabe stated that these storm water projects have been out there for many years and that are now being selected by a committee. Mr. Guerra confirmed and added that the subcommittee is prioritizing them.

Councilmember Luft asked Mr. Guerra to give the benefit or non-benefit of having one group complete the projects. Mr. Guerra explained that having three different staff to complete the projects they will be done sooner and if the City does not like the performance of one, you can divvy the work up to another. The City is selecting actual engineers, not just the firm.

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

- 7.2. **Master Service Agreement with Crawford, Murphy and Tilly for storm water related projects**

City Engineer, Michael Guerra, explained again that three firms were selected and that the Master Service Agreement is the same for all three agreements for storm related projects.

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

7.3. Master Service Agreement with Midwest Engineering Associates for storm water related projects

City Engineer, Michael Guerra, explained that this agenda item was previously covered in agenda item 7.1 and agenda item 7.2.

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

7.4. Occupancy License Agreements with Tazewell & Peoria Railroad, Inc. for Combination Sewer Construction

City Engineer, Michael Guerra, presented the item to allow the City to place pipes under the railroad in three different places to connect all four outlines to the sewer plant. The issue has been with railroad and we thought this would have been done in 2014. The City has had issues with obtaining occupancy permits like right-of-ways. The City now recommends moving forward as the City has lost money in construction costs thus far. The item will go out to bid and will finish by next summer.

Mayor McCabe asked if this was Court Street and Caroline under the railroad bed. Mr. Guerra explained that it is. The tracks will need to be tore out on other locations, Jack and Bonne, and a right-of-way is needed with a \$600 annually fee.

Mr. Guerra answered questions from Council and explained that the railroad will be tearing out the tracks and rebuild them, they will proceed with two tracks and move forward from there.

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

7.5. Resolution No. 118-18/19 Lease-Purchase Agreement for Street Sweeper

City Engineer, Michael Guerra, explained that the street sweeper was approved at the June 11, 2018 City Council meeting. The City is only now naming the financial institution financing the equipment. A cost estimate was quoted in June, they then gave an amortization schedule with a final price which was about a \$200 difference. The resolution is written similar to a lease government agreement but is more like a finance agreement similar to financing a car. There

are no restrictions of hours or final payment at the end. The City is financing with the direction of the previous City Manager.

Councilmember Abel and Councilmember Luft suggested the idea of paying it off upfront. Mr. Rothert explained that the City is required to keep a certain amount in the fund and he would have to look into it.

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

7.6. Resolution No.119-18/19 Agency Agreement with Illinois Department of Transportation for Front Street for Engineering

City Engineer, Michael Guerra, presented the item as procedural. The engineering portion is awarded in year 1 and the construction portion is awarded in year 2. The City passed an agreement with Hanson Professional Services in December. The City needs this agreement to get reimbursed for the money awarded next fiscal year, for only the engineering portion. The City will receive 80% back, it has been rounded to the next thousand for the budget, but the City will not utilize it all.

Mayor McCabe inquired as to how much is in the TIF Fund. Interim City Manager, Mr. Rothert stated that there is \$2.5-\$3 million. Mayor McCabe announced that other projects in the works that have not been released and Mr. Rothert added that the City also has the payments to the school districts.

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

7.7. Resolution No. 120-18/19 Approve the increase in the lease rate for T-Hangars at the Pekin Municipal Airport

Airport Manager, Mr. Todd Dugan, presented the item to propose an increase in rates by \$25 per month. In 2014 it was increased by \$10. Other airport rentals were looked at and this would put the airport at the top in the area for not "new" hangars.

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

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Jim Mangan addressed the Council. He referenced the agenda and the Illinois Constitution, Article 7 and quoted "that at last Monday's Council meeting, I asked each Council member to take the easy steps, to assure that a referendum, asking voters to "Repeal Home Rule" be put on next April's ballot. The Council must notify the County Clerk to put the referendum on by January 14th! The Council and City

Management have been using a statement consistently for several years, that they claim to want "An Effective Government, to deliver effectively the services that Pekin's residents want, need, and are willing to support". There is no better."

Rick Hilst addressed that there is no airport website and that the minutes from August are not on the City's website. He also asked for an explanation of the local MFT revenue and as to why the ordinance is being violated. He also commented on the agreement for the park district for recycling, which has been going on since May.

Interim City Manager, Mark Rothert, explained the recycling agreement was done on a handshake with the previous City Manager, Anthony Carson. The City is working on a draft.

Mayor McCabe announced that the City has been mandated by the State to go through Sexual Harassment training and that all need to address it. He made other announcements including compliments to Sheridan Road from the public, significant attendance at the Night Out Against Crime, the Ford Motor Co.'s Highway Safety promotion for safe driving chose an applicant from Tazewell County for outstanding contribution, Hannah Thompson was named volleyball player of the week for the 3rd time who is a Pekin High School graduate and Bradley student, the City has moved the Council meeting to Tuesday due to Veteran's Day, and VFW is distributing ticket to the community to be purchased at Jake's Barber shop so that a veteran can get a haircut.

Councilmember Abel reminded all to shop local 365. For every \$100 spent the City keeps \$2.75 and online it is 4 cents.

EXECUTIVE SESSION 5 ILCS 120/2 (C)

ADJOURN

No further action to come before Council, motion was made by Councilmember Ritchason, seconded by Councilmember Luft that Council adjourn. Motion carried viva voce. Mayor McCabe adjourned the meeting in open session at 6:30 p.m.



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: November 1, 2018

From: Mark Rothert, Interim City Manager

AGENDA ITEM: First Amendment to Redevelopment Agreement with Maquet, Inc., SPWT, LLC and OLLIEC, LLC

AGENDA DATE REQUESTED: November 13, 2018

ACTION REQUESTED: Adopt Ordinance No. 2806-18/19

DESCRIPTION: At its 9/24/2018 meeting, the City Council approved a redevelopment agreement with Maquet, Inc. and SPWT, LLC to undertake an expansion project of 223 Court Street for Maquet's Rail House restaurant. For tax and liability purposes, Mr. Dustin Maquet has formed a new limited liability corporation to undertake the expansion work. The creation of the new LLC was not anticipated at the time of the approval of the original redevelopment agreement, and Mr. Maquet is therefore requesting that his new LLC be added as an additional party to the redevelopment agreement. The addition of another party to the agreement will not change any of the conditions of the redevelopment agreement, agreed to by the City and existing parties.

Staff recommends approval.

FINANCIAL IMPACT: None

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: Additional party added to redevelopment agreement

IMPACT IF DENIED: Additional party not added to redevelopment agreement

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:

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.

WHEREAS, the Mayor and City Council of the City of Pekin, Tazewell County, Illinois, an Illinois home rule municipality (the “City”), have determined that this First Amendment to the Redevelopment Agreement 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 First Amendment to the TIF Redevelopment Agreement with Maquet, Inc., SPWT, LLC, and OLLIEC, LLC (collectively, the “Developer”) 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 First Amendment to the Redevelopment Agreement and the City Clerk of the City of Pekin is hereby authorized and directed to attest such execution.
3. The First Amendment to the Redevelopment Agreement shall be effective the date of its approval on the 13th day of November, 2018.
4. This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

MAYOR

ATTEST:

CITY CLERK

EXHIBIT A**PEKIN CENTRAL BUSINESS DISTRICT TIF DISTRICT
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

**CITY OF PEKIN
PEKIN CENTRAL BUSINESS DISTRICT
TAX INCREMENT FINANCING DISTRICT**

**FIRST AMENDMENT TO THE
TIF REDEVELOPMENT AGREEMENT**

by and between

THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS

and

MAQUET, INC.

and

SPWT, LLC

and

OLLIEC, LLC

NOVEMBER 13, 2018

**CITY OF PEKIN
PEKIN CENTRAL BUSINESS DISTRICT
TAX INCREMENT FINANCING (TIF) DISTRICT
FIRST AMENDMENT TO THE
TIF REDEVELOPMENT AGREEMENT**

by and between
CITY OF PEKIN
and
MAQUET, INC., SPWT, LLC, AND OLLIEC, LLC

THIS FIRST AMENDMENT TO THE TIF REDEVELOPMENT AGREEMENT is entered into this 13th day of November, 2018, by and between the **CITY OF PEKIN** (the “City”), an Illinois Municipal Corporation, Tazewell County, Illinois; and **MAQUET, INC., an Illinois Corporation, SPWT, LLC, an Illinois Limited Liability Company, and OLLIEC, LLC, and Illinois Limited Liability Company** (collectively, the “Developer”).

PREAMBLE

WHEREAS, the City has the authority to promote the health, safety, and welfare of the City and its citizens, and to prevent the spread of blight and deterioration and inadequate public facilities, by promoting the development of private investment property thereby increasing the tax base of the City and providing employment for its citizens; and

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4 *et seq.*, as amended (the “Act”), the City has the authority to provide incentives to owners or prospective owners of real property to develop, redevelop, and rehabilitate such property by reimbursing the owner for certain costs from resulting increases in real estate tax revenues and enter into contracts with developers necessary or incidental to the implementation of its redevelopment plan pursuant to 65 ILCS 5/11-74.4-4(b) and (j); and

WHEREAS, pursuant to 65 ILCS 5/8-1-2.5 the City is authorized to appropriate and expend funds for economic development purposes, including, without limitation, the making of grants to any other governmental entity or commercial enterprise that are deemed necessary or desirable for the promotion of economic development within the municipality; and

WHEREAS, on November 11, 1986, recognizing the need to foster the development, expansion and revitalization of certain properties which are vacant, underutilized or obsolete or a combination thereof, the City approved a Redevelopment Plan and Projects, designated a Redevelopment Project Area and adopted Tax Increment Financing under the Act for the **Pekin Central Business District TIF District** (the “TIF District”); and

WHEREAS, on September 24, 2018, the City and Developers, Maquet, Inc. and SPWT, LLC, entered into a Redevelopment Agreement (the “Original Agreement”), wherein the City agreed to extend incentives to provide reimbursement of certain TIF eligible project costs for the Developer’s Project on the real property located at 223 Court Street, Pekin, Illinois (Parcel Identification Number 04-04-34-432-015) (the “Property”); and

WHEREAS, the Developers, Maquet, Inc. and SPWT, LLC, previously agreed to expand business operations of the business known as the Rail House on the Property (the “Project”), based upon

incentives made available by the City; and

WHEREAS, Olliec, LLC is also incurring substantial TIF Eligible Project Costs in connection with the Developer's Project described in the Original Agreement; and

WHEREAS, Developers, Maquet, Inc. and SPWT, LLC have requested that Olliec, LLC be added as a party to the Original Agreement so that Olliec, LLC may also be reimbursed for its TIF Eligible Project Costs in connection with the Project as set forth in the Original Agreement; and

WHEREAS, the City hereby agrees to include Olliec, LLC as a Developer under the Original Agreement provided the reimbursements to be provided to the Developer do not exceed the amount set forth therein; and

WHEREAS, it is the intent of the City to encourage economic development which will increase the real estate and municipal tax bases of the City and the tax bases of other taxing bodies, which increased incremental taxes will be used, in part, to finance incentives to assist redevelopment projects undertaken within the TIF District; and

WHEREAS, the City has the authority under the Act to incur Redevelopment Project Costs ("Eligible Project Costs") and to reimburse Developer for such costs pursuant to 65 ILCS 11-74.4-4(j); and

WHEREAS, the Parties agree to Amend the terms of the Original Agreement executed on September 24, 2018, as set forth below.

FIRST AMENDMENT

A. AMENDED DEFINITION OF "DEVELOPER"

The term "*Developer*" in the Original Agreement, and any exhibits thereto, shall mean, collectively, Maquet, Inc., SPWT, LLC, and Olliec, LLC.

B. AMENDED "C. INCENTIVES"

Section C(4) of the Original Agreement is hereby amended by replacing it, in its entirety, with the following:

4. All reimbursements to be made by the City hereunder for TIF Eligible Project Costs incurred by the Developer (whether incurred by Maquet, Inc., SPWT, LLC, or Olliec, LLC) shall be paid to the Developer, Maquet, Inc.

C. PRIOR AGREEMENT TERMS APPLY

All terms of the Original Agreement and any Exhibits to the Original Agreement shall apply to this Amendment and remain effective unless specifically modified by this First Amendment to the Redevelopment Agreement.

IN WITNESS WHEREOF the Parties hereto have caused this First Amendment to the Redevelopment Agreement to be executed by their duly authorized officers on the above date at Pekin, Illinois.

CITY

CITY OF PEKIN,
an Illinois Municipal Corporation:

BY: _____
Mayor

ATTEST: _____
City Clerk

DEVELOPER

MAQUET, INC., an Illinois Corporation

BY: _____

NAME: _____

TITLE: _____

SPWT, LLC, an Illinois Limited Liability Company

BY: _____

NAME: _____

TITLE: _____

OLLIEC, LLC, an Illinois Limited Liability Company

BY: _____

NAME: _____

TITLE: _____



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: November 7, 2018

From: Michael Guerra, City Engineer

AGENDA ITEM: Bids for Schramm Sewer Repair

AGENDA DATE REQUESTED: November 13, 2018

ACTION REQUESTED: Receive and File four bids for the Schramm Sewer Repair Project opened on November 6th, 2018

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: <u>Pekin</u>					Date: <u>11/6/2018</u>		Name of Bidder: <u>Laverdiere Construction Inc.</u>		Pipco Companies LTD		G.A. Rich & Sons, Inc.		Hoerr Construction Inc.	
County: <u>Tazewell</u>					Time: <u>10:00 AM</u>		Address of Bidder: <u>4055 W. Jackson St.</u>		<u>1409 W. Altorfer Dr.</u>		<u>204 S. Perry St.</u>		<u>1416 County Rd. 200N</u>	
Section: <u>Schramm</u>					Appropriation: _____		<u>Macomb, IL 61455</u>		<u>Peoria, IL 61615</u>		<u>PO Box 50</u>		<u>PO Box 65</u>	
Estimate: <u>0.00</u>											<u>Deer Creek, IL 61733</u>		<u>Goodfield, IL 61742</u>	
Attended By: _____							Proposal Guarantee:							
							Terms:							
							Approved Engineer's Estimate							
Item No.	Item	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	8 inch PVC SDR 26 Gravity Sewer		Foot	10	\$ -		840.0000	\$ 8,400.00	760.0000	\$ 7,600.00	1,292.0000	\$ 12,920.00	1,300.0000	\$ 13,000.00
2	Agg. Bedding / Haunching / Backfilling		Ton	10	\$ -		50.0000	\$ 500.00	130.0000	\$ 1,300.00	30.0000	\$ 300.00	40.0000	\$ 400.00
3	Control Low Strength Material		Cu. Yd.	30	\$ -		120.0000	\$ 3,600.00	70.0000	\$ 2,100.00	82.0000	\$ 2,460.00	75.0000	\$ 2,250.00
4	Bituminous Pavement Remove & Replace		Sq. Yd.	10	\$ -		200.0000	\$ 2,000.00	1,100.0000	\$ 11,000.00	350.0000	\$ 3,500.00	750.0000	\$ 7,500.00
5	Traffic Control		L. Sum	1	\$ -		2,000.0000	\$ 2,000.00	800.0000	\$ 800.00	1,500.0000	\$ 1,500.00	750.0000	\$ 750.00
6	Mobilization		L. Sum	1	\$ -		2,000.0000	\$ 2,000.00	3,000.0000	\$ 3,000.00	1,300.0000	\$ 1,300.00	5,000.0000	\$ 5,000.00
Total Bid:						As Read:	18,500.00		25,800.00		21,980.00		28,900.00	
						As Calculated:	18,500.00		25,800.00		21,980.00		28,900.00	

Attachment: BLR 12315 - Schramm (1549 : Bids for Schramm Sewer Repair)


**Local Public Agency
Formal Contract
Proposal**

PROPOSAL SUBMITTED BY G.A. Rich & Sons, Inc.		
Contractor's Name 204 S. Perry Street PO Box 50		
Street Deer Creek	P.O. Box IL 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. Schramm Sewer Repair

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 Schramm

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 Schramm Sewer Repair Project Length: _____ feet (_____ miles)
 Location City of Pekin
 Proposed Improvement Remove and replace existing 8 inch sanitary sewer 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.

PROPOSAL

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Schramm

1. Proposal of Schramm Sewer Repair Project

for the improvement of the above section by the construction of Remove and replace existing 8 inch sanitary sewer 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 December 28, 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 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: G.A. RICH & SONS, INC (1549 : Bids for Schramm Sewer Repair)



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

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

[illegible]

Attachment: G.A. RICH & SONS, INC (1549 : Bids for Schramm Sewer Repair)

CONTRACTOR CERTIFICATIONS

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Schramm

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, INC (1549 : Bids for Schramm Sewer Repair)

SIGNATURES

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Schramm

(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. Rich

President

Business Address 204 S. Perry Street PO Box 50

Deer Creek, IL61733

Insert Names of Officers



President Brian Rich

Secretary Susan M. Rich

Treasurer Susan M. Rich

Attest:

Susan M. Rich
 Secretary

Attachment: G.A. RICH & SONS, INC (1549 : Bids for Schramm Sewer Repair)



City of Pekin

Department of Public Works

Addendum #1

CITY OF PEKIN, IL SCHRAMM SEWER 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

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, INC (1549 : Bids for Schramm Sewer Repair)

RETURN WITH BID

PAPER BID BOND

and United Fire & Casualty Company as SURETY.

Packet Pg. 26

RETURN WITH BID


**Local Public Agency
Formal Contract
Proposal**

PROPOSAL SUBMITTED BY		
<u>HOERR CONSTRUCTION, INC.</u>		
Contractor's Name		
<u>1416 County Road 200N</u>	<u>65</u>	P.O. Box
Street		
<u>Goodfield</u>	<u>IL</u>	<u>61742</u>
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. Schramm Sewer Repair

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 Schramm

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 Schramm Sewer Repair Project Length: _____ feet (_____ miles)
 Location City of Pekin
 Proposed Improvement Remove and replace existing 8 inch sanitary sewer 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 Schramm

1. Proposal of Schramm Sewer Repair Project

for the improvement of the above section by the construction of Remove and replace existing 8 inch sanitary sewer 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 11/31/19 per Add. #1 December 28, 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 5% Bid Bond
- 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: HOERR CONSTRUCTION INC. (1549 : Bids for Schramm Sewer Repair)

RETURN WITH BID



SCHEDULE OF PRICES

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

Schedule for Single Bid

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

Bidder's Proposal for making Entire Improvements

[illegible]

Acknowledge: Addendum #1, 11/11/18

Attachment: HOERR CONSTRUCTION INC. (1549 : Bids for Schramm Sewer Repair)

RETURN WITH BID

CONTRACTOR CERTIFICATIONS

County	Tazewell
Local Public Agency	City of Pekin
Section Number	
Route	Schramm

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.

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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: HOERR CONSTRUCTION INC. (1549 : Bids for Schramm Sewer Repair)

RETURN WITH BID

SIGNATURES

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Schramm

(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 HOERR CONSTRUCTION, INC.Signed By Max P. Hoerr II
 PresidentBusiness Address 1416 County Road 200 N
Goodfield, IL 61742

Insert Names of Officers

President Max P. Hoerr II
 Secretary Max P. Hoerr II
 Treasurer Robert J. Kilbride

Attest:

Max P. Hoerr II
 Secretary

Attachment: HOERR CONSTRUCTION INC. (1549 : Bids for Schramm Sewer Repair)

RETURN WITH BID

Route	Schramm Sewer Repair
County	Tazewell
Local Agency	City of Pekin
Section	

WE Hoerr Construction Inc as PRINCIPAL,
and West Bend Mutual Insurance Company as SURETY,

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

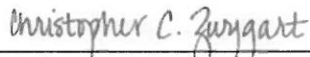
lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum 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.

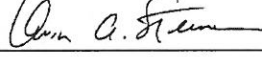
Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory 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

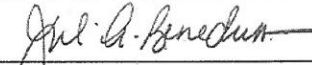



Kevin A. Steiner
Chief Executive Officer/President

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.

City of Pekin

Department of Public Works

Addendum #1

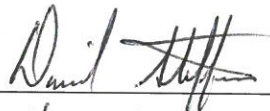
CITY OF PEKIN, IL SCHRAMM SEWER REPAIR PROJECT

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 :


Hoerr Construction, Inc.

Date: 11/1/18

Attachment: HOERR CONSTRUCTION INC. (1549 : Bids for Schramm Sewer Repair)

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 FNISHER	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

6.2.c

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



City of Pekin

Department of Public Works

Addendum #1

CITY OF PEKIN, IL SCHRAMM SEWER 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 (1549 : Bids for Schramm Sewer Repair)

RETURN WITH BID



**Local Public Agency
Formal Contract
Proposal**

PROPOSAL SUBMITTED BY <i>Lavendiere Construction, Inc</i>		
Contractor's Name <i>4655 W. Jackson Street</i>		
Street <i>Macomb, IL</i>	P.O. Box <i>61455</i>	
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. Schramm Sewer Repair

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 Schramm

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 Schramm Sewer Repair Project Length: _____ feet (_____ miles)
 Location City of Pekin
 Proposed Improvement Remove and replace existing 8 inch sanitary sewer 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 Schramm

1. Proposal of Schramm Sewer Repair Project

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

for the improvement of the above section by the construction of Remove and replace existing 8 inch sanitary sewer 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 December 28, 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 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: LAVERDIERE CONSTRUCTION INC (1549 : Bids for Schramm Sewer Repair)



SCHEDULE OF PRICES

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

Schedule for Single Bid

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

Bidder's Proposal for making Entire Improvements \$18,500

Item No.	Items	Unit	Quantity	Unit Price	Total
1	8 inch PVC SDR 26 Gravity Sewer	FOOT	10	\$ 840 ⁰⁰	\$ 8,400 ⁰⁰
2	Agg. Bedding/Haunching/Backfilling	TON	10	A \$ 50 ⁰⁰	\$ 500 ⁰⁰
3	Control Low Strength Material	CU. YD.	30	\$ 120. ⁰⁰	\$ 3600. ⁰⁰
4	Bituminous Pavement Remove & Replace	SQ. YD.	10	\$ 200. ⁰⁰	\$ 2000. ⁰⁰
5	Traffic Control	L. SUM	1	\$ 2000. ⁰⁰	\$ 2000. ⁰⁰
6	Mobilization	L. SUM	1	\$ 2000. ⁰⁰	\$ 2000. ⁰⁰
TOTAL OF QUOTE					\$ 18,500.00

Attachment: LAVERDIERE CONSTRUCTION INC (1549 : Bids for Schramm Sewer Repair)

RETURN WITH BID

CONTRACTOR CERTIFICATIONS

County	Tazewell
Local Public Agency	City of Pekin
Section Number	
Route	Schramm

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: LAVERDIERE CONSTRUCTION INC (1549 : Bids for Schramm Sewer Repair)

RETURN WITH BID

SIGNATURES

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Schramm

(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 (1549 : Bids for Schramm Sewer Repair)



Illinois Department of Transportation

Certificate of Eligibility

Laverdiere Construction, Inc.

4055 West Jackson Street Macomb, IL 61455

Contractor No 3391

(1st Revision)

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.

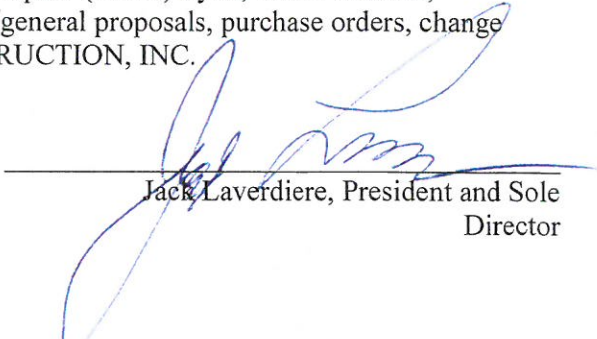
Tim Bell
Engineer of Construction



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.

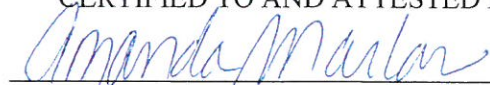
WHEREAS, that John (Jack) E. Laverdiere as President and Sole Director of LAVERDIERE CONSTRUCTION, INC. has the sole authority to execute all contracts and any necessary transactions on behalf of said Corporation, he hereby has authorized Christopher (Mitch) Lynn, Vice President, Commercial Division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



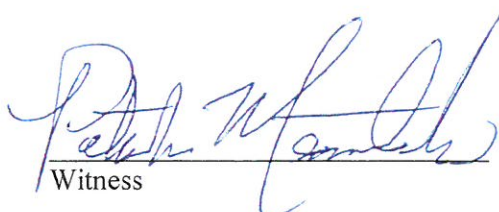
Jack Laverdiere, President and Sole
Director

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 (1549 : Bids for Schramm Sewer Repair)

RETURN WITH BID

Route	Schramm Sewer Repair
County	Tazewell
Local Agency	City of Pekin
Section	

WE Laverdiere Construction Inc as PRINCIPAL

and Fidelity and Deposit Company of Maryland as SURETY.

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

Laverdiere Construction Inc

By: Mitch Lerner (Company Name)

Mitch Lynn, (Signature and Title)
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.)

Fidelity and Deposit Company of Maryland

Surety

By: 
(Signature of Attorney-in-Fact)

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

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)

(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.)

[illegible]

Electronic Bid Bond ID Code

(Company/Bidder Name)

(Signature and Title)

Date _____

Attachment: LAVERDIERE CONSTRUCTION INC (1549 : Bids for Schramm Sewer Repair)

**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, depose 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 (1549 : Bids for Schramm Sewer Repair)



**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. Schramm Sewer Repair

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: PIPCO COMPANIES, LTD (1549 : Bids for Schramm Sewer Repair)

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 Schramm

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 Schramm Sewer Repair Project Length: _____ feet (_____ miles)
 Location City of Pekin
 Proposed Improvement Remove and replace existing 8 inch sanitary sewer 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: PIPCO COMPANIES, LTD (1549 : Bids for Schramm Sewer Repair)

RETURN WITH BID

PROPOSAL

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Schramm

1. Proposal of Schramm Sewer Repair Project

for the improvement of the above section by the construction of Remove and replace existing 8 inch sanitary sewer 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 December 28, 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% _____ (_____).
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 (1549 : Bids for Schramm Sewer Repair)



SCHEDULE OF PRICES

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

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 (1549 : Bids for Schramm Sewer Repair)

RETURN WITH BID

CONTRACTOR CERTIFICATIONS

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Schramm

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 (1549 : Bids for Schramm Sewer Repair)

RETURN WITH BID

SIGNATURES

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Schramm

(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 (1549 : Bids for Schramm Sewer Repair)



Local Agency Proposal Bid Bond

RETURN WITH BID

Route Schramm Sewer Repair
County Tazewell
Local Agency City of Pekin
Section _____

PAPER BID BOND

WE The PIPCO Companies, Ltd. as PRINCIPAL,
and Nationwide Mutual 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 5th day of November, 2018

Principal

The PIPCO Companies, Ltd.

By: [Signature]
(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.)

Nationwide Mutual Insurance Company
(Name of Surety)

Surety

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

STATE OF ILLINOIS,

COUNTY OF Woodford

I, Nicole Owens, a Notary Public in and for said county,

do hereby certify that Gregory L. Ciccirelli
(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 5th day of November

My commission expires 06/13/2022

Nicole Owens
(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

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
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

Barry T. Bassis

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 5th day of November, 2017.

This power of attorney expires: April 30, 2019

Laura Guy

Assistant Secretary



PIPCO-1

6.2.e

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: ssleva@envisionins.com ADDRESS:
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Hartford Insurance Group		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

FORBIDD

CANCELLATION

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

Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 13572

THE PIPCO CO LTD

1409 W. ALTORFER DRIVE

PEORIA IL 61615

Information for this business last updated on:

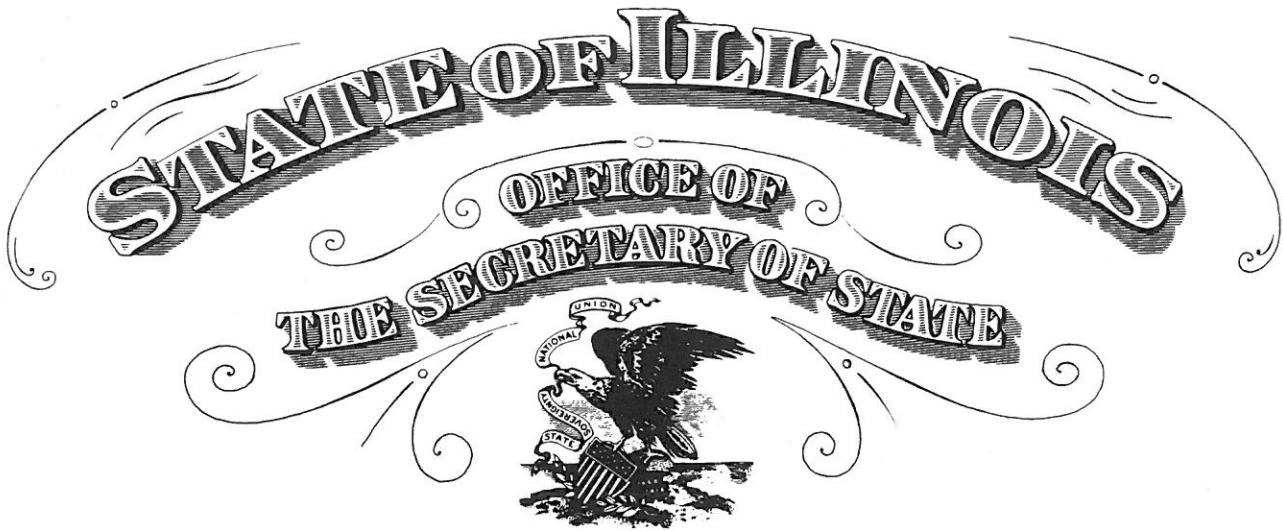
Thursday, August 27, 2009

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 .

Jesse White

SECRETARY OF STATE

Authentication #: 1822701248 verifiable until 08/15/2019

Authenticate at: <http://www.cyberdriveillinois.com>

Attachment: PIPCO COMPANIES, LTD (1549 : Bids for Schramm Sewer Repair)

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.



L. X. Chao
Secretary of Labor

William S. Sawyer
Assistant Secretary of Labor

6.2.e

Attachment: PIPCO COMPANIES, LTD (1549 : Bids for Schramm Sewer Repair)

The 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 No.

Lois L. Chao
Secretary of Labor

Anthony S. Senger
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 Swager
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

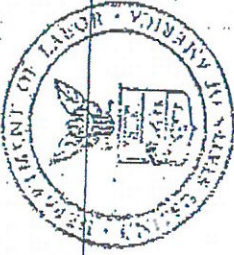
11007-780009
Registration No.

Loi. Chao
Secretary of Labor

Anthony Swager
Administrator, Apprenticeship Training, Employer and Labor Services



The United States 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

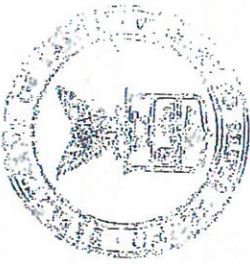
DATE FEBRUARY 3, 1997

Registration No. IL001 - 0012

Robert E. Bell
Secretary of Labor

Anthony Swartz
Director, Bureau of Apprenticeship and Training

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

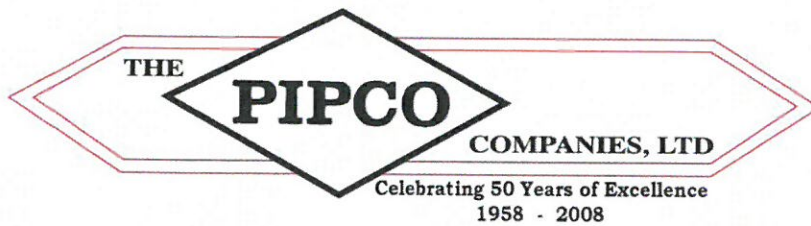
IL 012-0480

Registration No.

Alfred M. Hanna

Secretary of Labor

Anthony Swager
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@rcellc.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

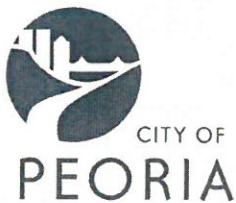
Updated 03/22/18

Major Work Completed in Last 5 yrs

Project	General Contractor		Amount	Start Date	Completion Date	Contact #	Project Manager
Western Heat Plant	HVAC	Western Illinois University	\$ 1,862,285	2010	2013	309-298-1819	Lora Lidaywa
Western Steam Line Phase 2	HVAC, Plbg	Western Illinois University	\$ 1,392,487	2012	2013	309-298-1819	Lora Lidaywa
St Joseph Lab Remodel	HVAC/FP/ Plbg	MA Mortenson	\$ 1,274,812	2012	2013	309-663-1253	Carl Kreiter
Peoria Central High School	HVAC/FP	Peoria Metro Const.	\$ 6,300,000	2012	2013	309-671-1466	Roberto Ortega
Peoria Notre Dame	Site	RA Cullinan	\$ 1,030,000	2012	2013	309-925-2721	Mark Horst
CNH America	HVAC, Plbg	Wilhelm Construction	\$ 1,510,063	2012	2013	317-359-5411	Aaron Tague
Pekin Hospital 6th Floor Reno	HVAC/FP/Plbg	PJ Hoerr	\$ 410,000	2013	2013	309-688-9567	Brian Myers
Peoria Dementia Center	Elec	Charles Hall Construction	\$ 745,711	2012	2013	630-418-8640	Leonard Schmillen
Pekin Smith Edison	HVAC	Dist #108 Tazewell County	\$3,580,133	2011	2013	309-347-3859	Darrell Becker
Bradley Heitz Hall Reno	HVAC/FP	Peoria Metro Construction	\$1,843,943	2011	2013	309-671-1466	Roberto Ortega
CAT AC Office Expansion	HVAC	Williams Brothers Const	\$1,641,415	2013	2013	309-688-0416	
St. Joseph Infrastructure	HVAC/FP/Plbg	Mortenson	\$1,505,683	2012	2013	847-489-1426	Carl Kreiter
Dunlap Hickory Grove Elem	HVAC	Mangieri Companies	\$1,151,613	2011	2013	309-688-6845	Chris Tyra
OSF Hospice	HVAC/FP/Site	PJ Hoerr	\$ 942,198	2011	2013	309-688-9567	Andy Cook
Peoria Airport Demo	HVAC	Peoria Metro Const	\$ 912,773	2011	2013	309-671-1466	Roberto Ortega
Pekin Sports Complex	Site	Leander Const	\$ 763,700	2011	2013	309-647-7400	
IAWC Washington St Water Main	Site	IAWC	\$ 670,763	2012	2013	309-566-4114	Christian Volz
Eureka Alumni Court	HVAC/FP	CORE Construction	\$ 544,671	2012	2013	309-266-9768	Mark Graham
CAT Visitor's Center	FP/Plbg/Site	River City Construction	\$ 542,595	2011	2013	573-999-1661	Kevin Beal
St. Francis College of Nursing	FP	OSF Healthcare System	\$ 514,334	2012	2013	309-677-0761	
Excel Shady Lane Site Pkg	Site	Venovich Const	\$ 508,350	2011	2013	309-925-9096	
Western Art Dept Reno	Elec	Western Illinois University	\$ 441,442	2012	2013	309-298-1834	Jerry Scott
Western North Quad Chiller	Elec	Western Illinois University	\$ 441,434	2012	2013	309-298-1834	Jerry Scott
G&D Warehouse - 401, 403	FP/Site	CORE Construction	\$ 440,866	2012	2013	309-266-9768	Rob Baum
Bel-wood Nursing	FP	River City Construction	\$ 394,234	2011	2013	309-694-3120	LeAnne Skuse
Brookens Cooling Tower	HVAC	U of IL SPG	\$ 388,430	2011	2013	217-206-6730	David Barrows
Pere Marquette Remodel	HVAC/FP/Plbg	CORE	\$ 8,508,136	2012	2014	309-266-9768	Brian Rump
CAT Corporate Hangar	FP	River City Construction	\$ 1,505,103	2012	2014	309-694-3120	Cody Gerdes
Holy Family OR AHU Replace	HVAC/FP/Plbg	Mangieri Companies	\$ 417,583	2013	2014	309-688-6845	Peter Martin
Pekin Hospital 6th Floor Reno	HVAC/FP/Plbg	PJ Hoerr	\$ 494,372	2013	2014	309-688-9567	Brian Myers
Peoria HS Expansion & Reno	HVAC	Peoria Metro Const	\$6,326,836	2012	2014	309-671-1446	Greg Campen
Peoria Marriott Pere Remodel	HVAC/FP/Plbg	CORE Construction	\$8,506,868	2012	2014	309-266-9768	Brian Rumph
Wirtz Bldg Lexington IL	HVAC/FP/Plbg	Johnston Contractors	\$ 656,786	2013	2014	309-663-6518	John Blum
Point Repair Project #11, #2214	Site	City of Peoria/GPSD	\$ 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 Hilst
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 Muno
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

Project Name	Contract Type	Contractor	Year	Amount	Year	Contractor	Contract Type	Contractor	Year	Amount	Year	Contractor
Lonza 2am Piping	HVAC	Lonza	2017	\$1,852,772	2016				2017	309-697-7200	Adam Hirsh	
U of I - Elec & Comp Engin Fac	Pbpg	Williams Brothers Const	2017	\$3,876,755	2014				2017	309-688-0416	Joey Metzloff	
OSF Jump Workgroup Integration	HVAC/FP	PJ Hoerr	2017	\$1,030,717	2015				2017	309-688-9567	Mike Kreutz	
SEMC - AHU 4 Replacement	HVAC/FP/Elec	OSF Healthcare System	2017	\$ 385,191	2015				2017	309-677-0761	Evan Spurrison	
SFMC 8th Flr AHU Replacement	HVAC/FP/Pbpg	PJ Hoerr	2017	\$ 706,697	2015				2017	309-688-9567	Brent Hewitt	
Junction City Detention Basin	Site	Criterion Development	2017	\$ 894,368	2015				2017	309-689-0808	Chuck Hollis	
IAWC Goup 2	Site	IAWC	2017	\$ 364,430	2016				2017	866-777-8426	Christian Volz	
IAWC Streator Water Main	Site	IAWC	2017	\$ 359,014	2016				2017	866-777-8426	Christian Volz	
Pekin HS Piping Upgrade Bldg E	HVAC/FP/Pbpg	Midwest Const Professionals	2017	\$ 378,495	2016				2017	309-291-0913	Beth Huffman	
CEFCU Bloomington Member Ctr	Elec	CEFCU	2017	\$ 307,861	2016				2017	309-692-1135	Mike Couri	
Lutheran Hillside Village	FP	S.M. Wilson	2017	\$ 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 (1549 : Bids for Schramm Sewer Repair)



City of Pekin

Department of Public Works

SUMMARY OF WORK

The City of Pekin is accepting bids to repair a section of sewer that is in need of repair and has caused a sink hole in Schramm Drive in Pekin, IL. The work will consist of removing and replacing sanitary sewer and all associated work.

Project shall be substantially complete by December 28, 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:

8 inch PVC SDR 26 Gravity Sewer (Foot) – Removal of existing VCL 8" pipe and replace with PVC SDR 26 meeting ASTM D-3034. The pipe shall be installed with a design slope of 0.4% but contractor shall verify the existing slope prior to installation of repair. Two connections for PVC to Clay Pipe will need to be made. All connections made between existing sewer and new sewer shall be made by use of a rubberized connection creating a water-tight seal and will be incidental to the price of pipe. Fernco 1002 Series or equal.

Aggregate Foundation/Bedding/Haunching/Backfilling (Ton) – Foundation, Bedding, Haunch and Initial Backfill Material shall meet the requirements of the Illinois Department of Transportation, "Standard Specifications for Road and Bridge Construction" for coarse aggregate or fine aggregate. The gradation shall be CA-7.

Control Low Strength Material (Cu. Yd.) – The remainder of the back fill shall be Control Low Strength Material (CLSM) per City of Pekin Code 4-2-4-1.

Bituminous Pavement Removal & Replacement (Square Yard) – Bituminous Removal and Replacement work, which consists of saw cutting the existing pavement, removal of the existing pavement, and replacement of the pavement, 4 inches of hot mix as directed by the Engineer. The Contractor shall take care during removal of the pavement to prevent damage to the adjacent pavement. If the Contractor is unable to procure asphalt at the time of the pavement repair, minimum 3 inch of temporary cold patch shall be placed and compacted at no cost to the City. Work shall be considered substantial complete when temporary asphalt patch is installed. The permanent asphalt patch shall be installed within two weeks of asphalt plants reopening.

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 (1549 : Bids for Schramm Sewer Repair)

Traffic Control (Lump Sum) – This work shall consist of the furnishing, installation, maintenance, relocation, and removal of the equipment, supplies, and the necessary materials to provide traffic control to the project, including the signage for the sidewalk closures. The contractor shall follow the IDOT Standard Specifications for the Road and Bridge Construction Section 701 for traffic control including standards 701502-07, 701801-06, and 701901-06.

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," adopted April 1, 2016 and the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" 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 and completion dates

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.

TRAFFIC CONTROL PLAN:

Traffic control shall be in accordance with the applicable sections of the Standard Specifications for Road and Bridge Construction, the applicable guidelines contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, these special provisions, and any special details and Highway Standards contained herein and in the Plans.

The cost of furnishing and maintaining barricades, warning signs, and warning lights, as required herein shall be included in the price of the traffic control and no additional payment shall be allowed.

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 (1549 : Bids for Schramm Sewer Repair)

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.

PAVEMENT PATCHING:

Any pavement that is damaged during the removal of the curb will be repaired with original materials or there equivalent as required by the City Code. This work and all materials required to perform this work will be included in the price of the contract.

MAILBOXES AND SIGNS:

Any mailboxes or signs that require removal must be replaced at their exact locations. This work and all materials required to perform this work shall be included in the price of the contract.

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.

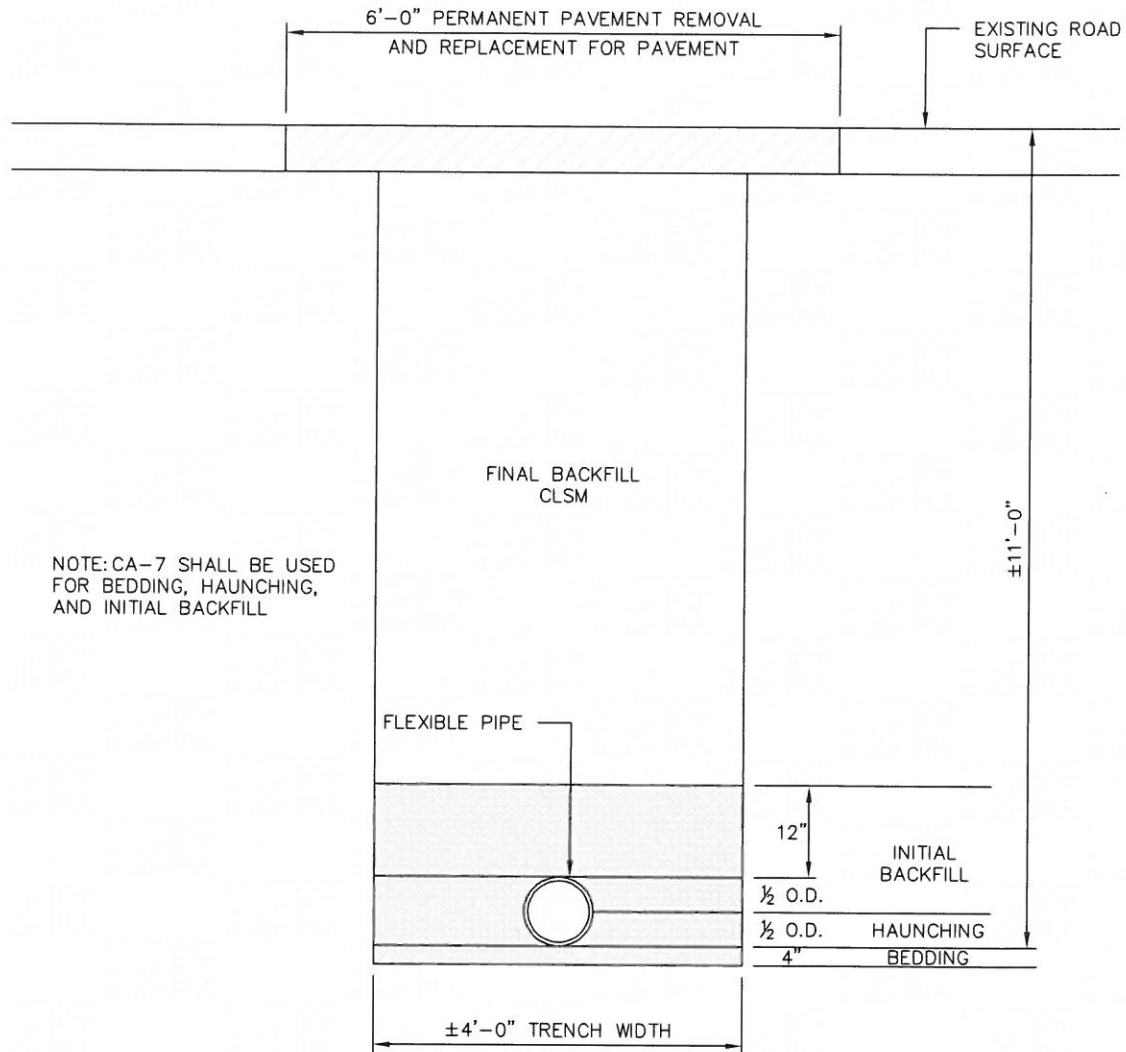
PUBLIC SAFETY AND CONVENIENCE:

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. No road or street shall be closed to the public except with the permission of the Engineer and proper governmental authority. City will consider allowing closure of the lanes to expedite job. Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times. The contractor is responsible for all traffic guidance or detours within his project area.

PAYMENTS:

Payments will be made at the completion of the repairs and will require the following documentation of material tickets of all Aggregate, material tickets of all CLSM, bill of lading for the pipe and certified payrolls.

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 TRENCH BACKFILL UNDER PAVEMENT
1 NOT TO SCALE



Project Name and Address

SCHRAMM SEWER
REPAIR PROJECT

Project
SEWER REPAIR

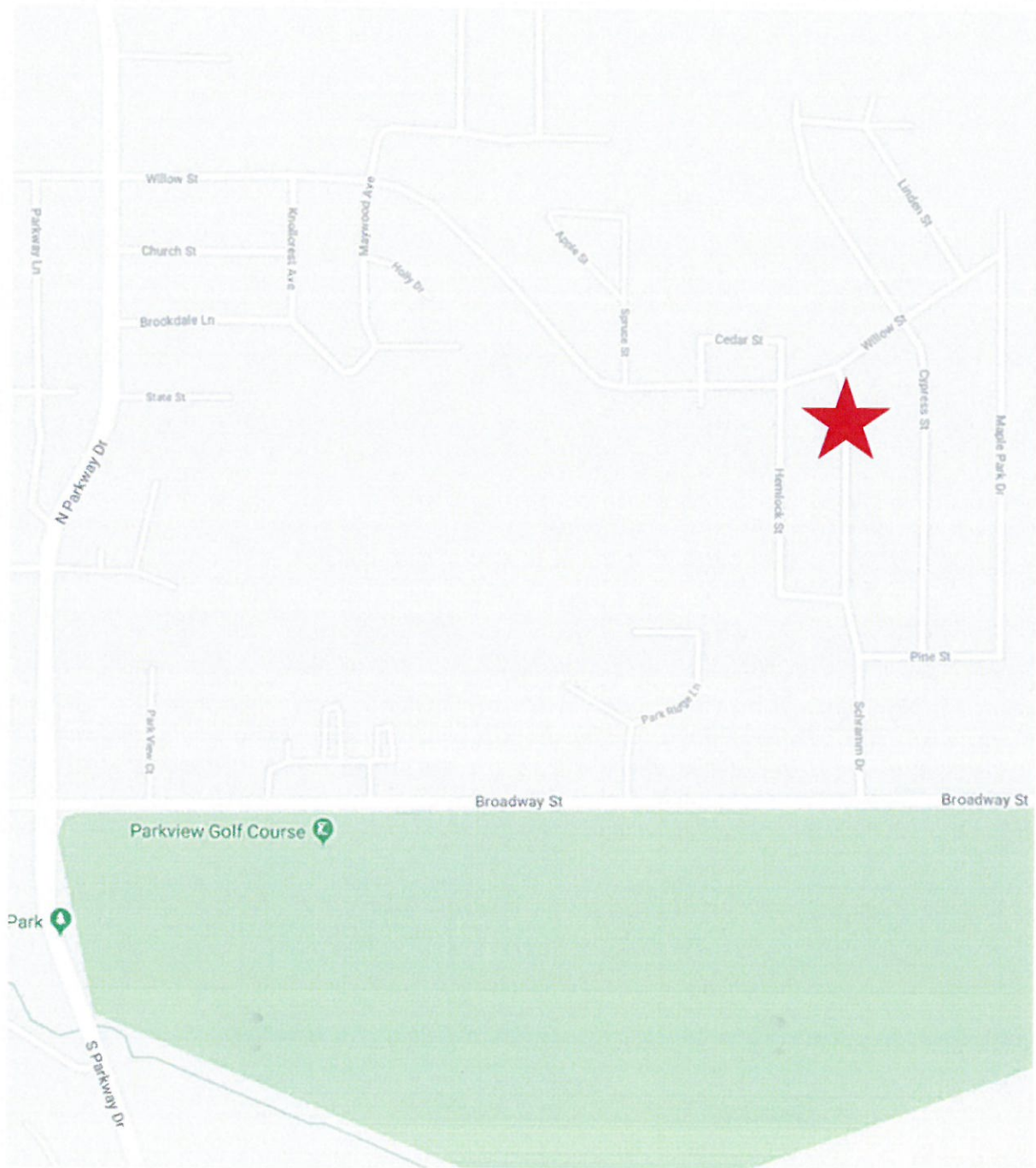
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OCTOBER 16, 2018

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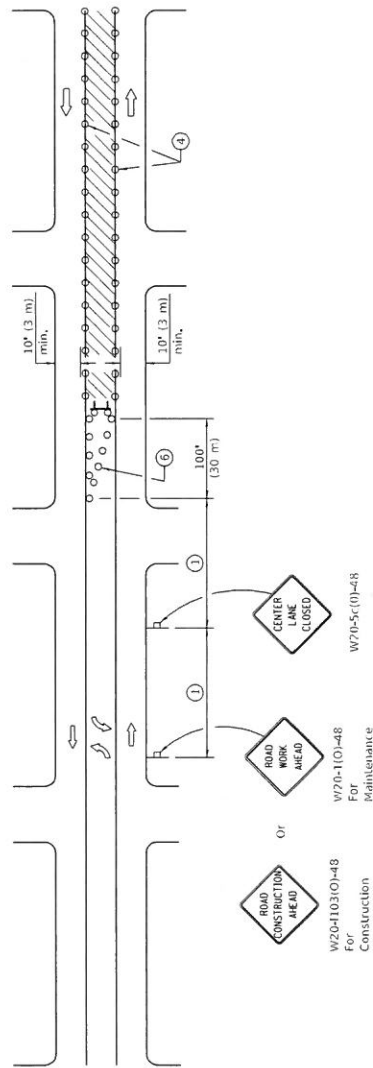
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1 of 1

Schramm Sewer Repair Project Project Location



Schramm Sewer 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 sidroad 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)
40 mph (70 km/h) or less:	$L = \frac{WS^2}{60}$	$L = \frac{WS^2}{150}$
45 mph (80 km/h) or greater:	$L = \frac{WS}{15}$	$L = 0.65(W)(S)$

W = Width of offset in feet (meters),
S = Normal posted speed in 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	

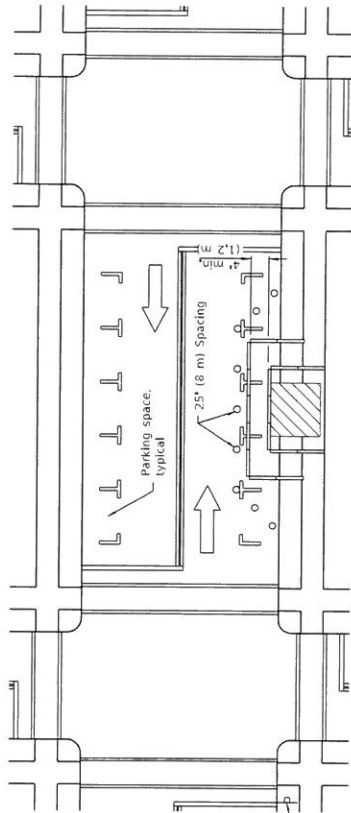
SIGN SPACING	
Posted Speed	Sign Spacing
55	500' (150 m)
50-45	350' (100 m)
<45	200' (60 m)

SYMBOLS

- Work area
- Barriade or drum with flashing light
- Flagger with traffic control sign
- Cone, drum or barricade (Cone for daytime use only)
- Sign on portable or permanent support
- Type III barricade with flashing lights

Illinois Department of Transportation	ISSUE 2	1-1-01
PROJECT	January 1, 2018	
ENGINEER OF STAFF	January 3, 2018	
APPROVED	January 3, 2018	
ENGINEER OF DESIGN AND ENVIRONMENT		





W20-1103(0)-48 for contract construction projects

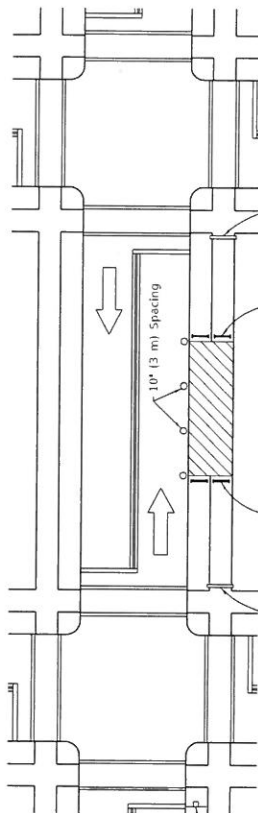


Or

W20-1101-48 for maintenance and utility projects



SIDEWALK DIVERSION



W20-1103(0)-48 for contract construction projects



Or

W20-1101-48 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

ILLINOIS Department of Transportation	
DESIGNED	2016
APPROVED	2016
ENGINEER OF SAFETY ENGINEERING	
ENGINEER OF DESIGN AND ENVIRONMENT	

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. Where the closure occurs at a corner, the signs shall be erected on the corner. The signs shall be placed on the closed side of 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.

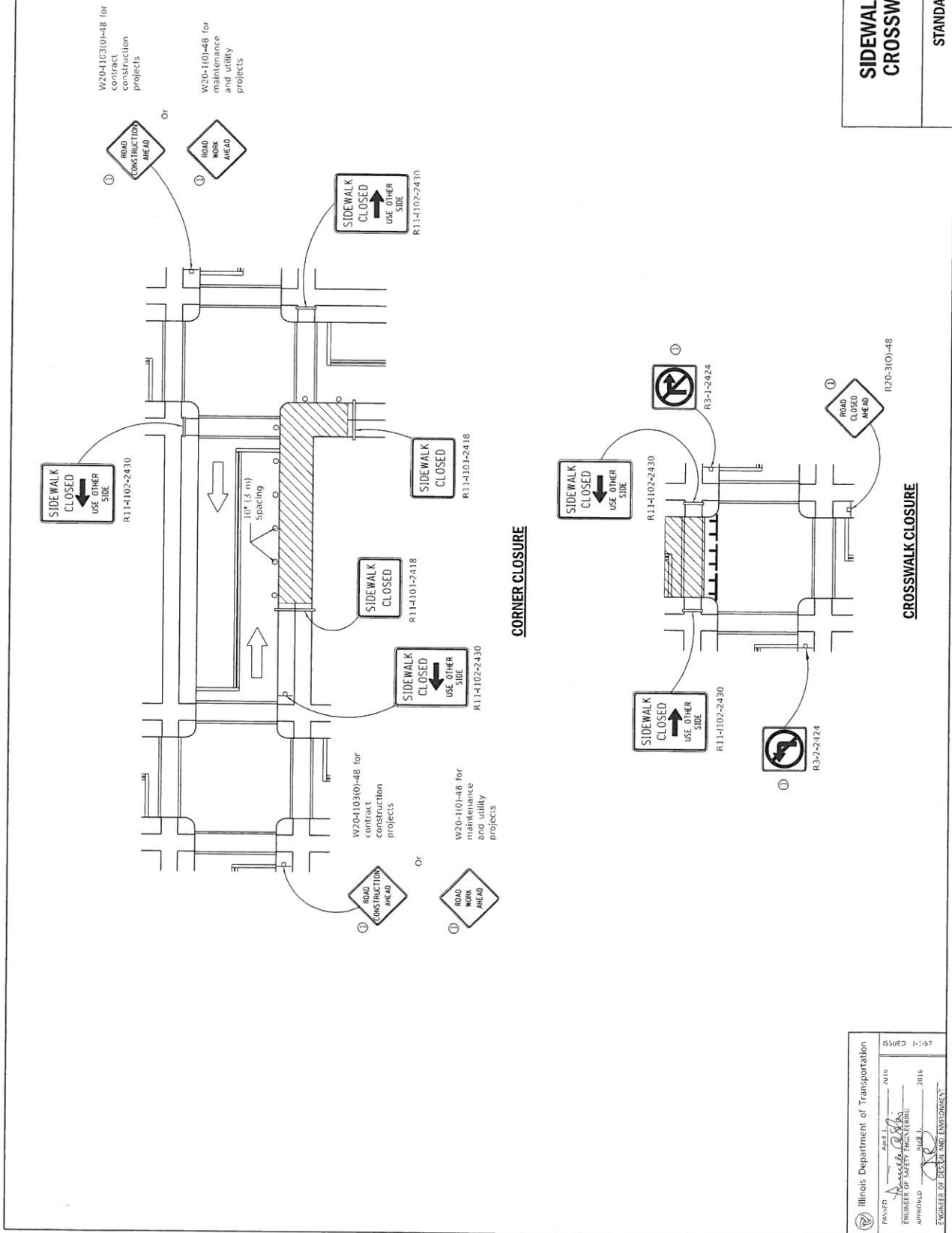
All dimensions are in inches (millimeters) unless otherwise shown.

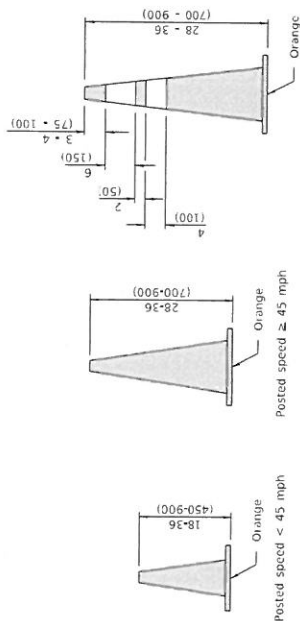
DATE	REVISIONS
4-1-16	Omitted orange safety fence from standard as this is covered in the std. spec.
1-1-12	Added SIDEWALK DIVERSION.
	Modified appearance of plan views. Renamed Std.

SIDEWALK, CORNER OR CROSSWALK CLOSURE

(Sheet 1 of 2)

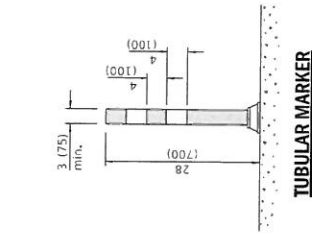
STANDARD 701801-06



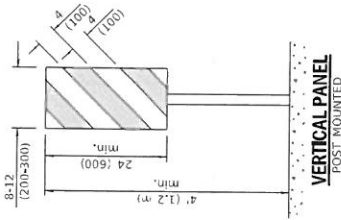


CONE FOR DAYTIME

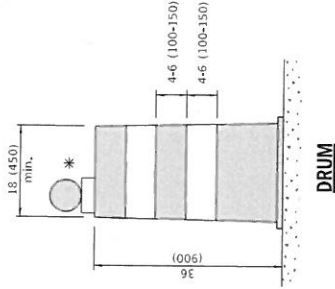
REFLECTORIZED CONE FOR NIGHTTIME



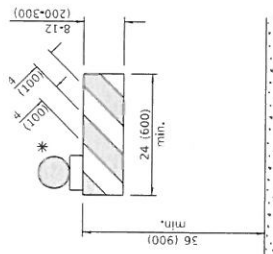
TUBULAR MARKER



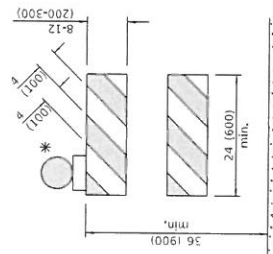
VERTICAL PANEL POST MOUNTED



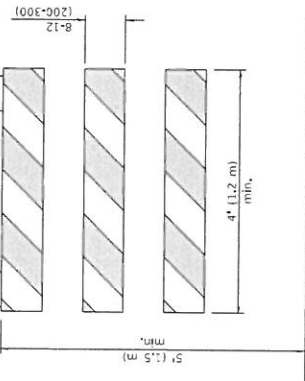
DRUM



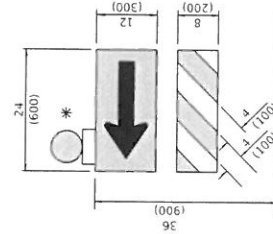
TYPE I BARRICADE



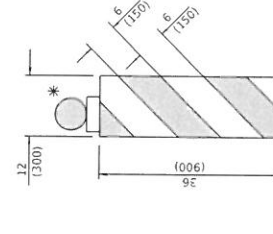
TYPE II BARRICADE



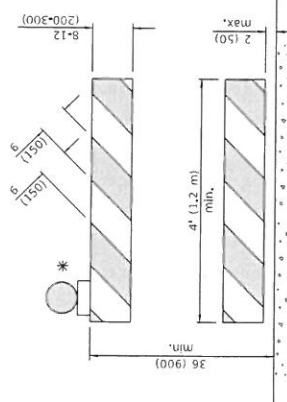
TYPE III BARRICADE



DIRECTION INDICATOR BARRICADE



VERTICAL BARRICADE



DETECTABLE PEDESTRIAN CHANNELIZING BARRICADE

GENERAL NOTES

All heights shown shall be measured above the pavement surface.

All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation
 PASSED: January 1, 2018
 ENGINEER OF TRANSPORTATION: [Signature]
 APPROVED: [Signature]
 ENGINEER OF DESIGN AND ENVIRONMENT: [Signature]

DATE	REVISIONS
1-1-18	Revised END WORK ZONE
	SPEED LIMIT sign from orange to white background,
1-1-17	Changed FLEXIBLE DELINEATOR to TUBULAR MARKER.

TRAFFIC CONTROL DEVICES

(Sheet 1 of 3)

STANDARD 701901-07

ROAD CONSTRUCTION NEXT X MILES
G20-104(0)-6036

END CONSTRUCTION
G20-105(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
W2-105(0)-3618
R2-1-3618

PHOTO ENFORCED
R10-108p-3618

XXXX FINE MINIMUM
R2-106p-3618

Sign assembly as shown on Standards or as allowed by District Operations.

END WORK ZONE SPEED LIMIT
G20-103-6036

This sign shall be used when the above sign assembly is used.

HIGHWAY CONSTRUCTION SPEED ZONE SIGNS

**** R10-108p shall only be used along roadways under the jurisdiction of the State.

TRAFFIC CONTROL DEVICES
(Sheet 2 of 3)
STANDARD 701901-07

SIGNS ON TEMPORARY SUPPORTS

*** When work operations exceed four days, this dimension shall be 5' (1.5 m) min. If located behind other devices, the height shall be sufficient to be seen completely above the devices.

HIGH LEVEL WARNING DEVICE

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.

FLAGGER TRAFFIC CONTROL SIGN

MAX WIDTH XX' - XX" MILES AHEAD
W12-103-4848

WIDTH RESTRICTION SIGN
XX'-XX" width and X miles are variable.

STOP
8 (200) Federal Series C

SLOW
7 (180) Federal Series B



Schramm Sewer Repair Project

Prevailing Wage Rates

**Prevailing Wage rates for
Tazewell County
effective Sept. 1, 2017**

Trade Title	Region	Type	Class	Base Wage	Fore- man Wage	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 FNISHER	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	39.69	42.69	1.5	1.5	2	9.00	19.23	0.00	3.00
OPERATING ENGINEER	ALL	BLD	36.83	42.69	1.5	1.5	2	9.00	19.23	0.00	3.00
OPERATING ENGINEER	ALL	BLD	32.12	42.69	1.5	1.5	2	9.00	19.23	0.00	3.00
OPERATING ENGINEER	ALL	HWY	39.69	42.69	1.5	1.5	2	9.00	19.23	0.00	3.00
OPERATING ENGINEER	ALL	HWY	36.83	42.69	1.5	1.5	2	9.00	19.23	0.00	3.00
OPERATING ENGINEER	ALL	HWY	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 PILEDRIERS - 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; 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; Tunneluger; 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

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.



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: November 6, 2018

From: Mark Rothert, Interim City Manager

Mark Rothert, Interim City Manager

AGENDA ITEM: Retail Attraction Strategy

AGENDA DATE REQUESTED: November 13, 2018

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.

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.

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 firms who specialize in this area of expertise if it wishes to start growing its sales tax base. To that end, one of the firms (Retail Strategies) has been invited to Pekin to provide the city council with a presentation 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 contract 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.

A presentation is being provided at the 11/13/18 City Council meeting with a staff recommendation for approval of services slated for the 11/26/18 City Council meeting.

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:



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: November 6, 2018

From: Pamela Anderson, Community Development Dir

Pamela Anderson, Community Development Dir

AGENDA ITEM: Public Hearing on the Revised Citizens Participation Plan for CDBG

AGENDA DATE REQUESTED: November 13, 2018

DESCRIPTION: This Plan is a required document as a recipient of HUD funding (CDBG). The original Citizen Participation Plan and the revised Citizen Participation Plan are available for public review from October 15th to November 14th, 2018. The revised Plan was prepared in conformance with 24CFR Part 91, Subpart B, 91.105. This plan is prepared in order to maximize the opportunity for citizen participation in the Community Development block Grant (CDBG) process.

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:

Existing Citizen Participation Plan for the City of Pekin, IL

Citizen Participation

A grantee must develop and follow a detailed plan which provides for, and encourages, citizen participation and which emphasizes participation by persons of low- or moderate-income, particularly residents of predominantly low- and moderate-income neighborhoods, slum or blighted areas, and areas in which the grantee proposes to use CDBG funds. The plan must provide citizens with reasonable and timely access to local meetings, an opportunity to review proposed activities and to review program performance; provide for timely written answers to written complaints and grievances; and identify how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate.

CITIZEN PARTICIPATION PLAN

Participation

Public participation is essential for the Consolidated Planning Process to successfully achieve the three program goals: provide decent housing, provide a suitable living environment and expand economic opportunities for citizens. The City of Pekin has adopted the following procedures to encourage citizen participation. (1) A direct letter will be sent to units of general and local government, public and private agencies and organizations representing low and moderate-income residents and interested citizens. (2) A public hearing notice will be published through the general media inviting people to become participants in non-housing community development, housing and economic development issues.

Access to Meetings

The City of Pekin will publish official notices of any proposed policy and/or meeting in one or more newspapers of general circulation at least 10 days in advance of any notice or meeting. This accurate and timely notification to citizens will allow for the greatest possible community involvement. Sufficient information will be included in the notification to permit informed comments from citizens, community groups and organizations both public and private.

Access to Information

The City of Pekin will make available to low and moderate income citizens, public agencies, and other interested parties information that includes the amount of assistance the City expects to receive and the range of activities that may be undertaken, the amount that will benefit persons of low and moderate income and the plans to minimize displacement of persons and to assist any persons displaced. Citizens wishing to be placed on a mailing list will receive information concerning the current Consolidate Planning process and the previous three years of the City of Pekin's program assistance. Copies will be made available for public viewing at the City Clerk's office between the

Existing Citizen Participation Plan for the City of Pekin, IL

hours of 8:00 am and 5:00 pm, Monday through Friday, at the following address: CITY OF PEKIN, 111 CAPITOL STREET, PEKIN, ILLINOIS 61554.

Technical Assistance

Technical assistance to low and moderate income groups requesting assistance in developing proposals under the consolidated submission may receive help by contacting Pamela Anderson, Community Development Coordinator of the City of Pekin for more information at (309) 477-2300.

Public Hearings

The City of Pekin will provide at least two public hearings. One of these hearings will be held before the proposed consolidated plan is published for comment. The public will be notified of the meetings at least 10 days in advance to ensure full participation of potential and actual beneficiaries. These hearings will be held at the City Hall Council Chambers, a handicapped accessible location, at 111 S. Capitol Street, Pekin, Illinois.

Publishing the Plan

The City of Pekin will publish a summary of the proposed Plan in one or more newspapers of general circulation, and make copies of the proposed Plan available at the Pekin Public Library and the Office of the City Clerk. The Consolidated Plan summary will describe the contents and purpose of the Consolidated Plan including locations where copies of the entire Plan may be examined by affected citizens.

Comments

There will be a 30-day period for citizens, public agencies, and other interested parties to make comments before submission of the Consolidated Plan. The City of Pekin will consider all comments and provide a summary of them with the final submission. This summary of citizen comments will include a written explanation of comments not accepted and the reasons why these comments were not accepted.

Timely Response

The City of Pekin will provide timely, written responses to written complaints and grievances, within 15 working days, where practical. Written responses will be answered by City personnel and then mailed to the resident within the allotted 15 working day period.

Amendments

A reasonable opportunity will be afforded to citizens to examine the contents of the Consolidated Plan. Prior to the submission of any “substantial change” in the proposed use of funds, citizens must have reasonable notice of, and opportunity to comment on, the

Existing Citizen Participation Plan for the City of Pekin, IL

Proposed amendment. “Substantial change” is defined 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 that requires an amendment are to include the following:

- 1) Changes in the use of CDBG funds from one eligible activity to another;
- 2) Changes in the method of distribution of funds;
- 3) The funding of a totally new activity;
- 4) Any change of purpose, scope, location or benefactor of project.

An amendment procedure to alter activities and funds must follow these guidelines:

- 1) Proposed changes must be submitted to HUD for notification;
- 2) Proposed changes must be summarized for public notification in one or more newspapers of general circulation, and make copies of the proposed Plan available at the Pekin Public Library and the Office of the City Clerk.
- 3) The public will be notified of a meeting for the proposed changes at least 10 days in advance to ensure full participation of potential and actual beneficiaries. These hearings will be held at the City Hall Council Chambers, a handicapped accessible location, at 111 S. Capitol Street, Pekin, Illinois.
- 4) The adopted changes must then be approved by the City Council.

Institutional Structure

The institutional structure through which the City of Pekin will implement its housing and community development plan includes local government, not-for-profit agencies, private entities, and the community.

ELECTRONIC CODE OF FEDERAL REGULATIONS

e-CFR data is current as of August 3, 2018

Title 24 → Subtitle A → Part 91 → Subpart B → §91.105

Title 24: Housing and Urban Development

PART 91—CONSOLIDATED SUBMISSIONS FOR COMMUNITY PLANNING AND DEVELOPMENT PROGRAMS

Subpart B—Citizen Participation and Consultation

§91.105 Citizen participation plan; local governments.

(a) *Applicability and adoption of the citizen participation plan.* (1) The jurisdiction is required to adopt a citizen participation plan that sets forth the jurisdiction's policies and procedures for citizen participation. (Where a jurisdiction, before August 17, 2015, adopted a citizen participation plan it, will need to amend the citizen participation plan to comply with provisions of this section.)

(2) *Encouragement of citizen participation.* (i) The citizen participation plan must provide for and encourage citizens to participate in the development of the AFH, any revisions to the AFH, the consolidated plan, any substantial amendment to the consolidated plan, and the performance report. These requirements are designed especially to encourage participation by low and moderate-income persons, particularly those persons living in areas designated by the jurisdiction 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 of predominantly low- and moderate-income neighborhoods, as defined by the jurisdiction. A jurisdiction must take appropriate actions to encourage the participation of all its citizens, including minorities and non-English speaking persons, as provided in paragraph (a)(4) of this section, as well as persons with disabilities.

(ii) The jurisdiction shall encourage the participation of local and regional institutions, Continuums of Care, and other organizations (including businesses, developers, nonprofit organizations, philanthropic organizations, and community-based and faith-based organizations) in the process of developing and implementing the AFH and the consolidated plan. The jurisdiction shall encourage the participation of public and private organizations. Commencing with consolidated plans submitted on or after January 1, 2018, such consultations 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.

(iii) The jurisdiction shall encourage, in conjunction with consultation with public housing agencies, the participation of residents of public and assisted housing developments (including any resident advisory boards, resident councils, and resident management corporations) in the process of developing and implementing the AFH and the consolidated plan, along with other low-income residents of targeted revitalization areas in which the developments are located. The jurisdictions shall make an effort to provide information to the PHA about the AFH, AFFH strategy, and consolidated plan activities related to its developments and surrounding communities so that the PHA can make this information available at the annual public hearing (s) required for the PHA Plan.

(iv) The jurisdiction should explore alternative public involvement techniques and quantitative ways to measure efforts to 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.

(3) *Citizen comment on the citizen participation plan and amendments.* The jurisdiction must provide citizens with a reasonable opportunity to comment on the original citizen participation plan and on substantial amendments to the citizen participation plan, and must make the citizen participation plan public. The citizen participation plan must be in a format accessible to persons with disabilities, upon request.

(4) The citizen participation plan shall describe the jurisdiction's procedures for assessing its language needs and identify any need for translation of notices and other vital documents. At a minimum, the citizen participation plan shall require that the jurisdiction take reasonable steps to provide language assistance to ensure meaningful access to participation by non-English speaking residents of the community.

Attachment: ecf 91.105 8 3 18 (1542 : Public Hearing on the Revised Citizens Participation Plan for CDBG)

(b) *Development of the AFH and the consolidated plan.* The citizen participation plan must include the following minimum requirements for the development of the AFH and the consolidated plan:

(1)(i) The citizen participation plan must require that at or as soon as feasible after the start of the public participation process the jurisdiction 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. The jurisdiction may make the HUD-provided data available to the public by cross-referencing to the data on HUD's Web site.

(ii) The citizen participation plan must require that, before the jurisdiction adopts a consolidated plan, the jurisdiction will make available to residents, public agencies, and other interested parties information that includes the amount of assistance the jurisdiction expects 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 citizen participation plan also must set forth the jurisdiction's plans to minimize displacement of persons and to assist any persons displaced, specifying the types and levels of assistance the jurisdiction will make available (or require others to make available) to persons displaced, even if the jurisdiction expects no displacement to occur.

(iii) The citizen participation plan must state when and how the jurisdiction will make this information available.

(2) The citizen participation plan must require the jurisdiction to publish the proposed AFH and the proposed consolidated plan in a manner that affords its residents, public agencies, and other interested parties a reasonable opportunity to examine content and to submit comments. The citizen participation plan must set forth how the jurisdiction will publish the proposed AFH and the proposed consolidated plan and give reasonable opportunity to examine each document's content. The requirement for publishing may be met by publishing a summary of each document in one or more newspapers of general circulation, and by making copies of each document available on the Internet, on the jurisdiction's official government Web site, and as well at libraries, government offices, and public places. The summary must describe the content and purpose of the AFH or the 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 jurisdiction must provide a reasonable number of free copies of the plan or the AFH (as applicable) to residents and groups that request it.

(3) The citizen participation plan must provide for at least one public hearing during the development of the AFH or the consolidated plan (as applicable). See paragraph (e) of this section for public hearing requirements, generally.

(4) The citizen participation plan must provide a period, not less than 30 calendar days, to receive comments from residents of the community on the consolidated plan or the AFH (as applicable).

(5) The citizen participation plan shall require the jurisdiction to consider any comments or views of residents of the community received in writing, or orally at the public hearings, in preparing the final AFH or the final consolidated plan (as applicable). A summary of these comments or views, and a summary of any comments or views not accepted and the reason why, shall be attached to the final AFH or the final consolidated plan (as applicable).

(c) *Consolidated plan amendments and AFH revisions—*(1)(i) *Criteria for amendment to consolidated plan.* The citizen participation plan must specify the criteria the jurisdiction will use for determining what changes in the jurisdiction's planned or actual activities constitute a substantial amendment to the consolidated plan. (See §91.505.) The citizen participation plan must include, among the criteria for a substantial amendment, changes in the use of CDBG funds from one eligible activity to another.

(ii) *Criteria for revision to the AFH.* The jurisdiction must specify the criteria the jurisdiction will use for determining when revisions to the AFH will be required. (At a minimum, the specified criteria must include the situations described in 24 CFR 5.164.)

(2) The citizen participation plan must provide community residents with reasonable notice and an opportunity to comment on substantial amendments to the consolidated plan and revisions to the AFH. The citizen participation plan must state how reasonable notice and an opportunity to comment will be given. **The citizen participation plan must provide a period, of not less than 30 calendar days, 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.**

(3) The citizen participation plan shall require the jurisdiction to consider any comments or views of residents of the community received in writing, or orally at public hearings, if any, in preparing the substantial amendment of the consolidated plan or significant revision to the AFH (as applicable). A summary of these comments or views, and a summary of any

At a minimum, the citizen participation plan shall require that the jurisdiction must provide a timely, substantive written response to every written resident complaint, within an established period of time (within 15 working days, where practicable, if the jurisdiction is a CDBG grant recipient).

(k) *Use of citizen participation plan.* The jurisdiction must follow its citizen participation plan.

(l) *Jurisdiction responsibility.* The requirements for citizen participation do not restrict the responsibility or authority of the jurisdiction for the development and execution of its consolidated plan or AFH.

(Approved by the Office of Management and Budget under control number 2506-0117)

[60 FR 1896, Jan. 5, 1995; 60 FR 10427, Feb. 24, 1995, as amended at 71 FR 6962, Feb. 9, 2006; 76 FR 75967, Dec. 5, 2011; 80 FR 42360, July 16, 2015; 81 FR 91011, Dec. 16, 2016]

[Need assistance?](#)

CITIZEN PARTICIPATION PLAN FOR THE CITY OF PEKIN *(revision Nov. 26, 2018)*

Revision to the Citizen Participation Plan – the original Citizen Participation Plan and the revised Citizen Participation Plan will be available for review and to receive comments. This revised 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 require 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.

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CITIZEN PARTICIPATION PLAN FOR THE CITY OF PEKIN *(revision Nov. 26, 2018)*

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 require 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 supersedes 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 *(revision Nov. 26, 2018)*

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 9). 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 (revision Nov. 26, 2018)

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 (revision Nov. 26, 2018)

- 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 *(revision Nov. 26, 2018)*

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 *(revision Nov. 26, 2018)*

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 *(revision Nov. 26, 2018)*

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 *(revision Nov. 26, 2018)*

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 *(revision Nov. 26, 2018)*

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 *(revision Nov. 26, 2018)*

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 (revision Nov. 26, 2018)

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 (revision Nov. 26, 2018)

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 (revision Nov. 26, 2018)

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 (revision Nov. 26, 2018)

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 6, 2018

From: Pamela Anderson, Community Development Dir

Pamela Anderson, Community Development Dir

AGENDA ITEM: Public Hearing on Amending 5 year Consolidated CDBG Plan to Include Demolition Program

AGENDA DATE REQUESTED: November 13, 2018

DESCRIPTION: A public hearing to discuss the proposed substantial amendment to the CDBG 2015-2019 Consolidated Plan to include Demolition program. See attached explanation.

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:

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 5, 2018

From: Mark Rothert, Interim City Manager

AGENDA ITEM: Intergovernmental Agreement with Pekin Library Board for Recycling Services

AGENDA DATE REQUESTED: November 13, 2018

ACTION REQUESTED: Approve Resolution No. 121-18/19

DESCRIPTION: The City of Pekin currently operates a residential recycling pickup program as part of its solid waste collection services. The Pekin Library has an interest to recycle at its facility and a desire to formalize a recycling customer relationship with the City. Under Section 10 of Article VII of the Illinois Constitution of 1970, and the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., local units of government are enabled to enter into agreements that foster intergovernmental cooperation. The attached intergovernmental agreement therefore formalizes recycling services to be provided to the Library, setting about a rate and terms for such services. Staff recommends approval.

FINANCIAL IMPACT: The Pekin Library District shall pay the City for recycling pickup at a rate of \$3 per cart per month.

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: A formal recycling services agreement with the Library is adopted.

IMPACT IF DENIED: A formal recycling services agreement with the Library is not adopted.

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:

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

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970, and the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., enable the parties to enter into agreements among themselves and provide authority for intergovernmental cooperation; and

WHEREAS, the CITY OF PEKIN has authority to conduct and currently operates a recycling program; and

WHEREAS, the PEKIN LIBRARY BOARD desires to be a recycling customer of the CITY OF PEKIN; and

WHEREAS, the CITY OF PEKIN desires to provide recycling services to the PEKIN LIBRARY BOARD;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Pekin, Illinois, that the City Council has approves the intergovernmental agreement with the Pekin Library Board regarding recycling services (see attached agreement) and allow staff or the Mayor to execute any necessary documentation to complete the agreement.

MAYOR

ATTEST:

CITY CLERK

**AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE
CITY OF PEKIN AND THE PEKIN LIBRARY BOARD**

THIS AGREEMENT is made and entered into by and between CITY OF PEKIN (the “City”) and PEKIN LIBRARY BOARD (the “Customer”), hereinafter collectively “the parties,” and is effective on the last date signed by a party hereto.

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970, and the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, enable the parties to enter into agreements among themselves and provide authority for intergovernmental cooperation; and

WHEREAS, the CITY OF PEKIN has authority to conduct and currently operates a recycling program; and

WHEREAS, the PEKIN LIBRARY BOARD desires to be a recycling customer of the CITY OF PEKIN; and

WHEREAS, the CITY OF PEKIN desires to provide recycling services to the PEKIN LIBRARY BOARD;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION 1. Incorporation of Recitals. The parties agree that the recitals have been incorporated by reference into the rest of the Agreement as if fully set forth herein.

SECTION 2. Responsibilities of the Parties.

- A. City shall collect and process recycle materials from the Customer on a weekly basis during the year. Recyclable materials (excluding electronics) shall be in accordance with the City’s recycling guidelines available online or at City Hall.
- B. Customer shall pay to City fees charged to Customer resulting from collection of recyclable materials (excluding electronics) under this agreement and in accordance with the City’s recycling guidelines. The monthly fee invoiced by the City to the Customer shall be \$3.00 per container owned regardless of usage. The monthly fee shall be reassessed by the City annually.

SECTION 3. Mutual Indemnification. Each party shall indemnify, defend, and hold harmless the other from any and all losses, damages, or expenses, including reasonable attorneys’ fees, arising out of or resulting from claims or actions for bodily injury, death, sickness, property damage, or other injury or damage if caused by any negligent act or omission of such party, its officials, officers, employees or agents in the execution or performance of this agreement (except to the extent caused by the negligent act or omission of the other party, its employees, or agents). Written notice of any claims shall be given in a timely manner. This indemnification clause shall survive termination of this agreement. Nothing in this section alters the immunities provided all parties to this agreement under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101.

SECTION 4. Term. The term of this Agreement shall begin upon the execution of this Agreement and shall remain in full force and effect until November 1, 2019. This agreement will automatically renew at the end of each term for a further term of one (1) year unless either party gives the other written notice of termination at least 60 days prior to the end of the relevant term. This agreement may also be terminated by sixty (60) days written notice at any time by either party without cause.

SECTION 5. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and all prior or contemporaneous agreements, understanding, representations and statements, oral or written, are merged herein. This Agreement may be modified only by written instrument executed by the parties.

SECTION 6. Waiver. No consent or waiver, express or implied, as to any provisions of this Agreement shall constitute a consent or waiver of any other provisions, whether similar or dissimilar, of this Agreement.

SECTION 7. Captions. The captions of this Agreement are inserted for convenience of reference only, and do not define, describe, or limit the scope or intent of this Agreement.

SECTION 8. Notices. Notices to the parties shall be in writing and delivered by electronic mail, personal service or by U.S. certified or registered mail, postage prepaid, to the parties at the following addresses:

If to CITY:
City Manager
111 S. Capitol
Pekin, IL 61554

If to CUSTOMER:
Library Director
301 S. 4th St.
Pekin, IL 61554

Either party may change the address for notices to such party by written notice to the other. Notice given by personal service shall be effective upon the date delivered, if delivered, or the date of attempted delivery, if refused. Notice given by mail shall be effective on the third business day after posting.

IN WITNESS WHEREOF, the parties have executed this Agreement pursuant to the ordinances or resolutions adopted by the relevant authorities of the respective parties.

CITY OF PEKIN

By: _____
John McCabe, Mayor

Attest: _____
Sue McMillan, City Clerk

PEKIN LIBRARY BOARD

By: _____
Carrie Allen, President

Attest: _____
Leslie Leitner, Board Secretary



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: November 1, 2018

From: Mark Rothert, Interim City Manager

AGENDA ITEM: Intergovernmental Agreement with Pekin Park District for Recycling Services

AGENDA DATE REQUESTED: November 13, 2018

ACTION REQUESTED: Approve Resolution No. 122-18/19

DESCRIPTION: The City of Pekin currently operates a residential recycling pickup program as part of its solid waste collection services. The Pekin Park District has an interest to recycle at its facilities and a desire to formalize a recycling customer relationship with the City. Under Section 10 of Article VII of the Illinois Constitution of 1970, and the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, local units of government are enabled to enter into agreements that foster intergovernmental cooperation. The attached intergovernmental agreement therefore formalizes recycling services to be provided to the Park District, setting about a rate and terms for such services.

Staff recommends approval.

FINANCIAL IMPACT: The Pekin Park District shall pay the City for recycling pickup at a rate of \$3 per cart per month.

IMPACT IF APPROVED: A formal recycling services agreement with the Park District is adopted.

IMPACT IF DENIED: A formal recycling services agreement with the Park District is not adopted.

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:

Date:

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

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970, and the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., enable the parties to enter into agreements among themselves and provide authority for intergovernmental cooperation; and

WHEREAS, the CITY OF PEKIN has authority to conduct and currently operates a recycling program; and

WHEREAS, the PEKIN PARK DISTRICT desires to be a recycling customer of the CITY OF PEKIN; and

WHEREAS, the CITY OF PEKIN desires to provide recycling services to the PEKIN PARK DISTRICT;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Pekin, Illinois, that the City Council has approves the intergovernmental agreement with the Pekin Park District regarding recycling services (see attached agreement) and allow staff or the Mayor to execute any necessary documentation to complete the agreement.

MAYOR

ATTEST:

CITY CLERK

**AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE
CITY OF PEKIN AND THE PEKIN PARK DISTRICT**

THIS AGREEMENT is made and entered into by and between CITY OF PEKIN (the “City”) and PEKIN PARK DISTRICT (the “Customer”), hereinafter collectively “the parties,” and is effective on the last date signed by a party hereto.

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970, and the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, enable the parties to enter into agreements among themselves and provide authority for intergovernmental cooperation; and

WHEREAS, the CITY OF PEKIN has authority to conduct and currently operates a recycling program; and

WHEREAS, the PEKIN PARK DISTRICT desires to be a recycling customer of the CITY OF PEKIN; and

WHEREAS, the CITY OF PEKIN desires to provide recycling services to the PEKIN PARK DISTRICT;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION 1. Incorporation of Recitals. The parties agree that the recitals have been incorporated by reference into the rest of the Agreement as if fully set forth herein.

SECTION 2. Responsibilities of the Parties.

- A. City shall collect and process recycle materials from the Customer on a weekly basis during the year. Recyclable materials (excluding electronics) shall be in accordance with the City’s recycling guidelines available online or at City Hall.
- B. Customer shall pay to City fees charged to Customer resulting from collection of recyclable materials (excluding electronics) under this agreement and in accordance with the City’s recycling guidelines. The monthly fee invoiced by the City to the Customer shall be \$3.00 per container owned regardless of usage. The monthly fee shall be reassessed by the City annually.

SECTION 3. Mutual Indemnification. Each party shall indemnify, defend, and hold harmless the other from any and all losses, damages, or expenses, including reasonable attorneys’ fees, arising out of or resulting from claims or actions for bodily injury, death, sickness, property damage, or other injury or damage if caused by any negligent act or omission of such party, its officials, officers, employees or agents in the execution or performance of this agreement (except to the extent caused by the negligent act or omission of the other party, its employees, or agents). Written notice of any claims shall be given in a timely manner. This indemnification clause shall survive termination of this agreement. Nothing in this section alters the immunities provided all parties to this agreement under the Local Governmental

and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101.

SECTION 4. Term. The term of this Agreement shall begin upon the execution of this Agreement and shall remain in full force and effect until November 1, 2019. This agreement will automatically renew at the end of each term for a further term of one (1) year unless either party gives the other written notice of termination at least 60 days prior to the end of the relevant term. This agreement may also be terminated by sixty (60) days written notice at any time by either party without cause.

SECTION 5. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and all prior or contemporaneous agreements, understanding, representations and statements, oral or written, are merged herein. This Agreement may be modified only by written instrument executed by the parties.

SECTION 6. Waiver. No consent or waiver, express or implied, as to any provisions of this Agreement shall constitute a consent or waiver of any other provisions, whether similar or dissimilar, of this Agreement.

SECTION 7. Captions. The captions of this Agreement are inserted for convenience of reference only, and do not define, describe, or limit the scope or intent of this Agreement.

SECTION 8. Notices. Notices to the parties shall be in writing and delivered by electronic mail, personal service or by U.S. certified or registered mail, postage prepaid, to the parties at the following addresses:

If to CITY:
City Manager
111 S. Capitol
Pekin, IL 61554

If to CUSTOMER:
Executive Director
1701 Court St.
Pekin, IL 61554

Either party may change the address for notices to such party by written notice to the other. Notice given by personal service shall be effective upon the date delivered, if delivered, or the date of attempted delivery, if refused. Notice given by mail shall be effective on the third business day after posting.

IN WITNESS WHEREOF, the parties have executed this Agreement pursuant to the ordinances or resolutions adopted by the relevant authorities of the respective parties.

CITY OF PEKIN

PEKIN PARK DISTRICT

By: _____
John McCabe, Mayor

By: _____
Gary Gillis, President

Attest: _____
Sue McMillan, City Clerk

Attest: _____
Dori Smith, Board Secretary



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: November 7, 2018

From: John Dossey, Police Chief

AGENDA ITEM: Police Department Rifle Purchase

AGENDA DATE REQUESTED: November 13, 2018

ACTION REQUESTED: Authorization to Purchase Police Department Rifles from LMT not to exceed \$21,000.

DESCRIPTION: Purchase of Rifles for Patrol Not To Exceed \$21,000

FINANCIAL IMPACT: This purchase is being made by funds raised through the Police Foundation

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: This would bring the Police Department up to industry standard providing essential equipment. It would also have rifles readily available at all times on the street for immediate first responders.

IMPACT IF DENIED: Patrol would be limited to rifles only issued to tactical officers who may not necessarily be on duty during a potential incident.

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:	

Police Department Rifle Purchase

MAYOR

ATTEST:

CITY CLERK



CITY OF PEKIN
POLICE DEPARTMENT



To: Mark Rothert, Interim City Manager
City Council

From: John Dossey, Chief of Police

Date: November 7, 2018

Subject: Rifle Purchase

Mr. Rothert, City Council

As you are aware there is a Police Foundation that takes on a variety of projects to support the police department. One of the projects they take on is fund raising to help the police department stay up to date with a variety of purchases that help to offset our budget process to be more cost effective and efficient. In 2017 the foundation raised money to help the police department with a purchase of rifles for our street officers.

Initially a local vendor reached out to us with a rifle brand and a purchase was made. Upon receipt of the rifles it was realized that there were specific specifications that did not meet industry standard. The vendor as well did not realize that the rifle did not meet these specifications and they made a complete refund for the return of the rifles. At this point we developed a committee of officers who have a vast knowledge of rifles and what specifications were needed.

Sgt. VonRohr submitted a memo to me advising that the committee had selected a vendor and they chose LMT out of Milan, IL, which is near the Quad Cities. The total cost of the rifles is \$20,061.72 and they come equipped to law enforcement specifications and they are all inclusive which includes the optics. This would be for a total of 12 rifles. This implementation would be additional to the rifles that are currently on the street assigned to those who are currently tactical officers.

This purchase is important as with all of the work place violence and school incidents that have occurred, this brings the Pekin Police Department up to standard with equipment recommendations for active situations such as a school or work place violence issues.

John V. Dossey, Chief of Police
111 S. Capitol Street, Pekin, Illinois 61554 * Phone (309) 477-2336 * Fax (309) 346-5328



CITY OF PEKIN
POLICE DEPARTMENT



It should be noted that this money is not money that was budgeted, but rather raised by the foundation. The initial purchase was made through the foundation; however the return went back into the general fund therefore this purchase would be that (foundation) money coming back out of the general fund.

Thank You

Chief Dossey

Attachment: 2018 Rifle Purchase (1547 : Police Department Rifle Purchase)

Dossey, John V

From: Von Rohr, Rick
Sent: Tuesday, November 06, 2018 2:32 PM
To: Dossey, John V
Subject: Patrol Rifle Quote.

We have decided on LMT to be our Patrol Rifle supplier. We went to Rock Island and toured their facility along with another manufacturer in that area. LMT had far better quality control measures in place as well as they manufacture everything in house. The good thing about this is that any problems with the rifle we would be able to take it back and get it fixed on site. This would save us money in shipping and would save down time. The other manufactures could not offer this because they only assemble the weapons and do not manufacture on site. The Rifles we have decided on retail for around \$3000.00 and we are getting them for just over \$1500.00 a piece. These weapons are very reliable and are used by The United States Navy Seals as well as military units from around the world.

Attachment: 2018 Rifle Purchase (1547 : Police Department Rifle Purchase)



1305 West 11th Street, Milan, IL 61264 USA
 Phone 309-787-7151 / Fax 309-787-7193
www.LMTDefense.com

REQUESTED QUOTATION

Quote Number: Q4841
 Number of Pages: 4

Organization Name: Pekin Police Department
 Address:

Contact Name: Lt. C Barth
 Customer Reference: clbarth@ci.pekin.il.us
 Tel: 309-478-2367
 Fax:
 Email:

Note: Lewis Machine & Tool Company, Inc. is pleased to offer this quotation subject to the following terms and conditions and for ultimate end use by the Pekin Police Department. If you have questions or need clarification, please feel free to contact me at (309) 787-7151.

Date of Quote: October 11, 2018
 Validity of Quote: 90 Days

Payment Terms: Pre-payment
 Delivery Date: 8 weeks ARO

PRICING AND PART NUMBERS:

Item #	LMT Part #	Description	QTY	Unit	Extended
1	CQB16-MARS	CQB MRP® CARBINE LENGTH UPPER RECEIVER WITH 10.5" CHROME LINED 1:7" TWIST 5.56 BARREL, STANDARD SEMI-AUTO BOLT CARRIER GROUP, AMBIDEXTROUS CHARGING HANDLE ASSEMBLY, MARS-LS LOWER WITH SOPMOD BUTTSTOCK AND STANDARD TRIGGER GROUP. SHIPS WITH A SLING, OPERATORS MANUAL, FLIP-UP FRONT AND REAR SIGHTS, (1) THIRTY ROUND MAGAZINE, (2) HEAVY DUTY PUSH BUTTON SWIVELS, AND (3) RAIL PANELS.	12	\$1,250.00 FET out price	\$15,000
2	X300U-B	SUREFIRE WEAPON LIGHT	12	\$211.83	\$2,541.96
3	SPC-AR1	VORTEX SPARC AR	12	\$174.98	\$2,099.76
4	MAG556-BLK	MAGPUL GEN 3 30RD MAG	12	\$15	\$180
5	26289	LMT SOFT WEAPON BAG	12	\$20	\$240
Total Quote Value in US Dollars:					\$20,061.72

ADDITIONAL TERMS:

- 1.) **Shipping Terms:** Freight included
- 2.) **Payment Terms:** Pre-payment
- 3.) **Payment Information:**
 To:
 Lewis Machine & Tool Co. (LMT)
 1305 West 11th Street
 Milan, IL 61264
- 4.) **Pricing:** All prices quoted are firm fixed U.S. Dollars.
- 5.) **Fees:** All fees are included.

6.) **Delivery Schedule:**

Item No.	Quantity	Ship Date
1	ALL	8 weeks ARO
NOTE: *Order acceptance is contingent upon receiving a purchase order and ATF license, whichever occurs last. Delivery Date is based on order approval and acceptance by Lewis Machine & Tool Company's Contracts Department, see Term 16 below.		

7.) **Inspections:** Product inspection and acceptance shall occur at Lewis Machine & Tool Co. All inspections and acceptance shall be conducted in accordance with the LMT standard inspection process, for the specified product.

8.) **Packaging:** Standard Commercial Packaging. Batteries are not included unless specifically listed under "kit contents".

9.) **Order Minimums:** All requested price breaks are stated above in quote.

10.) **Warranty:**

X	One (1) year limited warranty on systems, in accordance with the LMT standard warranty provisions provided in the terms and conditions attached hereto.
	Ninety (90) day limited warranty on all spare parts, components or accessories.
NOTE:	Lewis Machine & Tool Co. can offer extended warranty programs for a nominal fee upon the request of the customer.

11.) **Export License:** These products are not to be exported out of the US. If the customer is applying for the export license, a copy must be faxed to Lewis Machine & Tool Co., Inc. at (309) 787-7193 prior to ship date.

12.) **Certification:** Lewis Machine & Tool Co. certifies all products as new manufacture and unused.

13.) **Cancellation Policy:** If the customer elects to cancel any order resulting from this quotation the customer shall be liable for 25% of the full contract value, payable to LMT within 30 days of cancellation.

14.) **Legal:** In the event of a dispute between parties, the relevant laws of the State of Illinois, USA and the US Federal Code apply.

15.) **Manufacturer's Cage Code:** Lewis Machine & Tool Company's US Government Manufacturer Cage Code is 3W544.

16.) **Terms and Conditions:** The Terms and Conditions cited herein shall apply to any order placed as a result of this quotation. Any terms and conditions provided from the Buyer shall be subject to review and if necessary, negotiated by Lewis Machine & Tool Company's Contract Representative and written acknowledgement shall be sent to the Buyer upon acceptance of all orders.

17.) **Force Majeure:** Failure to secure a license through the US State Department constitutes a force majeure issue and will not result in penalties against Lewis Machine & Tool Co.

Quote Prepared By: Joe Hajny
Title: Sales
Tel: 309-787-7151
E-Mail Address: hajnyj@lmtdefense.com

Please reference quote-number when placing an order. For questions or assistance regarding this quote, please contact me directly.

LEWIS MACHINE & TOOL CO.

TERMS AND CONDITIONS OF SALE

1. **OFFER/ACCEPTANCE:** No order becomes a contract unless accepted in writing by a Lewis Machine & Tool Co. ("LMT") duly authorized official. Additional or differing terms and conditions proposed by Buyer shall have no effect unless accepted in writing by LMT.
2. **PRICES:** Prices quoted for items sold ("Equipment") do not include any customs duties, fees or taxes, however characterized, transportation charges or insurance costs, all of which where applicable shall be paid by Buyer. Price includes packaging in accordance with standard commercial practice unless otherwise specified by Buyer in which case packaging will be at Buyer's expense.
3. **EFFECTIVE DATE:** Unless otherwise agreed, no contract becomes effective until all of the following events have occurred: (1) where payment is by Letter of Credit ("L/C"), an L/C acceptable to LMT has been opened and confirmed, (2) Contract has been signed and approved by both parties, and (3) any down payment required by LMT is on deposit. LMT shall not be obligated to commence work until the foregoing events have occurred.
4. **DELIVERY:** Delivery is free carrier (FCA), Milan, Illinois (INCOTERMS 2010). Risk of loss will pass upon delivery to a carrier at LMT's facility. LMT will deliver to a carrier it deems most appropriate, unless Buyer specifies a carrier.
5. **DELAYS:** LMT will use its best effort to make delivery in accordance with the contract, but LMT will not be liable to Buyer for delays in manufacturing or delivery due to causes beyond its reasonable control, including without limitation fire, accidents, acts of God, act of war (declared or undeclared), civil commotion, terrorism, hostilities, inability to secure materials or labor, non-issuance, lapse or withdrawal of U.S. export license, and government acts, laws, or regulations. In the event of such delay LMT reserves the right to extend the date for delivery by a period of time equal to the time lost by reason of the delay(s). In the event of late payment or performance by Buyer of its obligations, the parties will negotiate an equitable adjustment in price and schedule.
6. **PAYMENT:** Payment shall be made in full in immediately available U.S. dollars to Lewis Machine & Tool Co. by bank wire transfer, letter of credit, or as otherwise agreed in the contract to which these terms and conditions are attached. Title shall pass to the buyer upon payment in full.
7. **WARRANTIES AND REMEDIES:** Unless otherwise indicated in the quotation or proposal, LMT warrants that equipment and other items will conform to contract specifications and will be free from defects in material and workmanship under normal usage at time of delivery provided that notice of any defect must be furnished in writing to LMT within 12 months of delivery. LMT's sole liability under the warranty shall be limited to repair, replacement, or refund, at LMT's option. The warranty period shall not be extended for any reason. This warranty does not cover cosmetic damage or damage due to acts of God, accident, misuse, abuse, or negligence. LMT is not liable for Equipment that has been abused, altered, or repaired by Buyer or a third party. LMT warrants that title conveyed shall be good and Equipment free of any security interest or lien except that LMT shall have a security interest in Equipment until the purchase price is paid.
8. **LIMITATIONS:** LMT shall in no event be liable to Buyer or any third party for any consequential damages for personal injury, property damage or for any incidental or consequential damages due to use, possession, or operation of the products sold hereunder, whether alleged to be due in whole or part to LMT's fault or negligence, or for any damages in excess of the price actually paid for the item of Equipment which is the subject of the claim for damages.
9. **PATENTS:** LMT will hold Buyer harmless from any claim of infringement of a U.S. patent brought by any third party against Buyer for Equipment purchased hereunder that is of LMT's design. Buyer agrees to give LMT prompt notice of such claim and the right to maintain sole control of the defense and all negotiations for settlement or compromise of such claim. If a final injunction is obtained against Buyer's use of the Equipment or portion thereof as a result of infringement of a

patent, LMT will, at its option and expense, either procure for Buyer the right to continue using the Equipment, replace or modify it so as to become non-infringing, or grant Buyer credit for the then value of the Equipment or portion thereof as mutually agreed and accept its return. LMT will not accept any liability for Equipment purchased hereunder but altered to infringe a patent. The foregoing states the entire liability of LMT and the exclusive remedy of Buyer with respect to infringement of patents by the Equipment purchased, or any part thereof, or by its use. LMT shall not be liable for any incidental or consequential damages such as, without limitation, loss of profits.

10. FINAL INSPECTION AND ACCEPTANCE:

Final inspection and acceptance shall occur at LMT's facility upon satisfactory completion of inspection or acceptance testing to be performed by LMT in accordance with LMT quality procedures.

11. COMPLIANCE WITH U.S. LAW: Export of the items purchased under this agreement is contingent upon obtaining an export license from either the U.S. Department of State or Commerce as applicable, and LMT will not be liable for the Government's failure to issue or withdrawal of any previously issued export license. Buyer, or other organization disclosed by Buyer in the sales contract, is the ultimate destination of any item sold hereunder. Buyer will not transfer items sold hereunder without approval of the U.S. Government in accordance with U.S export regulations.

12. PROPRIETARY INFORMATION: It may be necessary to disclose to Buyer information that LMT wishes to protect from unauthorized use and disclosure. Buyer agrees that it will not disclose to anyone outside its organization, or to anyone within its organization that does not have a need to know, any information or data that that is submitted in writing and designated by an appropriate marking indicating a proprietary nature, or which is submitted orally and identified as proprietary provided that LMT notifies Buyer in writing of the proprietary information within 30 days of its oral disclosure.

13. JURISDICTION: The laws of the State of Illinois shall govern this Agreement, and shall be the exclusive jurisdiction and venue for any

proceedings connected with or arising from this Agreement.

14. GENERAL: The terms and conditions of this Agreement constitute the full understanding and the entire agreement between the parties, and no terms, conditions, understandings or agreements purporting to add, delete, modify, cancel, rescind or vary them shall be binding unless accepted in writing by the party to be bound. In the event any portion of this Agreement is held invalid or unenforceable, such invalidity or unenforceability shall not affect the other portions of this Agreement.



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: November 7, 2018

From: John Dossey, Police Chief

AGENDA ITEM: Agreement With Tazewell County Animal Control for 2019

AGENDA DATE REQUESTED: November 13, 2018

ACTION REQUESTED: Approve Agreement

DESCRIPTION: Approve the Agreement With Tazewell County Animal Control For Services in 2019, Beginning on January 1, 2019.

FINANCIAL IMPACT: The annual cost is \$45,045.96, billed Monthly at \$3,753.83. \$45,000.00 is budgeted in line item 100-761-5-667.00 Contractual Services Care of Stray Animals.

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: This is an annual contract. Costs remain the same from previous years. County would continue services as they apply to enforcement and animal control.

IMPACT IF DENIED: The City would incur the costs of animal control, which would include kennel and other costs.

ALTERNATIVES: None at this time

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:	

Tazewell County
Animal Control

RECEIVED

SEP 19 2018

CITY CLERK

September 18, 2018

To Whom It May Concern:

Please find enclosed the Intergovernmental Agreement for Animal & Rabies Control for 2019. Tazewell County proposes a continuation of the contract at the same rate as 2018.

I would be happy to speak with a representative on this issue at your convenience or attend a Village Board or City Council meeting to discuss the animal control contract. Please contact me at 309-925-3370 if you have any questions or comments. I look forward to hearing from you.

Sincerely,



Ryan Sanders
Director of Animal Control



21314 Illinois Route 9
P.O. Box 158
Tremont, IL 61568
309-477-2270
309-925-3370



Attachment: 2019 Animal Control Agreement (1552 : Agreement With Tazewell County Animal Control for 2019)

INTERGOVERNMENTAL AGREEMENT
FOR
ANIMAL & RABIES CONTROL SERVICES

THIS AGREEMENT, entered into this 1st day of January, 2019, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as "County") and the City of Pekin, a unit of local government of the State of Illinois (hereinafter referred to as "Municipality"), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

In consideration of the payment by Municipality to the County of the sum of \$45,045.96, County agrees to provide the following Animal and Rabies Control services through the Tazewell County Animal & Rabies Control Department, its administrator, director, deputies, and agents as follows.

1. The County shall respond to calls and attempt to pick up animals running at large within the corporate limits of the Municipality between the hours of 8:00 a.m. and 4:00 p.m. seven (7) days a week, including weekends, but not including regularly scheduled County Holidays.
2. The County shall, on an emergency basis only, attempt to pick up animals running at large between the hours of 4:00 p.m. and 8:00 a.m. the next morning seven (7) days a week including weekends. During these times, the County has no obligations under this contract unless an emergency exists.
3. On regularly scheduled County Holidays, the County shall, on an emergency basis only, attempt to pick up dogs running at large both day and night. On regularly scheduled County Holidays, the County has no obligations under this contract unless an emergency exists.
4. For the purposes of this Agreement, an emergency shall be considered to include but not be limited to the following situations: a) a person in immediate danger of an animal; b) sick or injured domestic animals running at large; c) sick or injured wild animals; d) aggressive animals running at large; e) animal bite reports; f) providing necessary assistance to police, fire or EMS agencies; g) wildlife present in the living quarters of a home/apartment/business; however removal of such wildlife from attics, walls or closed interiors areas of a building of any kind is not provided by Tazewell County Animal Control; h) animals in extreme elements without proper shelter or access to water (e.g. a dog in frigid temperature with no access to shelter or an animal left in a hot car)
5. Emergency calls shall be placed by the City or Village authorities or a citizen of the Municipality to either the Sheriff's Office (346-4141) or the Tazewell County Animal Control facility (925-3370). All calls placed by citizens, police, or governmental bodies will be answered as soon as possible during regularly scheduled working days between the hours of 8:00 a.m. and 4:00 p.m., Monday - Friday. Responses to emergency calls shall be made by the Tazewell County Animal Control Officer who is then on duty.

6. The County of Tazewell shall accept and make reasonable response to complaints of citizens concerning dogs running at large within the corporate limits of the Municipality.
7. The County may make regular and irregular patrols in the corporate limits of the Municipality one day a week at regular and irregular hours.
8. The County shall take custody and impound animals apprehended within the corporate limits of the Municipality at the Tazewell County Animal Control facility.
9. The County of Tazewell shall require proof of payment of Municipal reclamation fees to the Municipality by owners of animals sought to be redeemed before releasing said animal from custody.
10. The County of Tazewell shall provide humane treatment of animals removed from the corporate limits of the Municipality during the period of impounding.
11. The County of Tazewell shall make reasonable efforts to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag capable of identifying ownership. Upon identifying the owner or any such animal, an attempt will be made for immediate notification to said owner. A letter shall be mailed to the last known address of the owner notifying him of the impoundment of his animal. Said notification will give notice to the owner that the animal shall be destroyed, adopted, or transferred after the passage of seven (7) days if not reclaimed in accordance with law by the owner. An affidavit or testimony of the Administrator, or his authorized agent, who mails such notice shall be prima facie evidence of the receipt of said notice by the owner of such animal.
12. It is mutually understood and agreed that any animal apprehended from within the corporate limits of the Municipality and impounded at the Tazewell County Animal and Rabies Control Shelter, with respect to whom the owner is unknown but which unknown owner has failed to claim the animal within four (4) working days, shall be humanely dispatched or placed for adoption at the discretion of the Director of the Tazewell County Animal Control Department pursuant to the provisions of the Animal Control Act of the State of Illinois.
13. It is further understood and agreed that the consideration payable by the Municipality to the County may at the option of the Municipality be paid in equal monthly installments.
14. This Agreement shall become effective on the 1st day of January, 2019, and shall be in full force and effect for a period of one (1) year.
15. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated by reference.
16. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other or further breach of this contract or any provision thereof.
17. This contract is severable, and the invalidity, or unenforceability of any provision of this contract, or a part thereof, should not render the remainder of the contract invalid or unenforceable.
18. This contract may not be assigned by either party without the written consent of the other party.

19. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
20. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto.
21. The parties hereto agree that the foregoing constitutes all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date above first noted.

PASSED this _____ day of _____, _____.

Tazewell County Board Chairman

ATTEST:

Tazewell County Clerk

MUNICIPALITY:

Mayor or Village Board President

TAZEWELL COUNTY ANIMAL CONTROL:

Director

ANNUAL AMOUNT: \$45,045.96

MONTHLY AMOUNT \$3,753.83



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: November 6, 2018

From: John Lebegue, Building & Inspections

AGENDA ITEM: Ordinance Amending City Code Regarding Adoption of Solar Energy Regulations

AGENDA DATE REQUESTED: November 13, 2018

ACTION REQUESTED: Adopt Ordinance No. 2805-18/19

DESCRIPTION: 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. The proposed ordinance will establish regulations, standards and permit fees for the installation of Solar Energy Systems in all zoning districts in the City of Pekin. Under the proposed ordinance, the small scale residential installation of roof mount and ground mount Solar Energy Systems would be a permitted use as long as a principal use is present on the property, while the installation of the larger scale community solar gardens and commercial large scale solar farms would constitute a Special Use in all relevant zoning districts and require the review and recommendation of the Planning Commission and the final review and approval of the City Council. As a point of information, Tazewell County adopted a Solar Energy Systems ordinance on May 31, 2017, the Village of Morton adopted a Solar Energy System ordinance on February 5, 2018 and the City of East Peoria adopted a Solar Energy Code on January 16, 2018. In preparing the proposed Solar Energy Systems ordinance, the ordinances of the Village of Morton and Tazewell County were utilized in crafting the proposed Solar Energy Systems ordinance for the City of Pekin.

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.

Recently, the City of Pekin received a Special Use application for the installation of a two megawatt commercial solar farm on a vacant, 15 acre parcel on Koch Street located to the west of Kreigsman Transfer, which is located at 278 Koch Street. The Pekin Plan Commission will be conducting a Public Hearing on the proposed commercial solar farm use at the November 14, 2018 meeting. The proposed Solar Energy Systems ordinance will provide up-to-date standards and regulations needed to effectively review and oversee the installation and operation of all solar energy systems that may be installed in the City of Pekin in the future.

FINANCIAL IMPACT: Building permit fees generated by the installation of residential and commercial Solar Energy Systems would generate building permit revenue that 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: Proper fencing and security measures are included in the proposed ordinance to address neighborhood concerns that may arise as a result of the installation of a large scale solar energy system. 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.

IMPACT IF APPROVED: The City of Pekin will possess a modern set of regulations and standards for solar energy systems that on one hand will promote economic development within the City, but will also provide definitive guidance and control of any solar energy system that may be installed in the City of Pekin.

IMPACT IF DENIED: The City of Pekin would not possess the necessary regulations and standards by which to properly and effectively review the installation and operation of solar energy systems.

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. 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 calls 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 optical 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.

(b) Ground or pole-mounted solar energy systems shall not exceed the maximum permitted height for an accessory structure when oriented at maximum tilt.

(c) Ground mounted solar energy systems may not be placed in the front yard.

2. Setbacks:

(a) Ground mounted solar energy systems shall meet the applicable setbacks for the zoning district in which the unit is located.

(b) Ground mounted solar energy systems shall not extend beyond the side yard or rear yard setback when oriented at minimum design tilt

(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.

3. Reflection Angles: Reflection angles for solar collectors shall be oriented such that they do not project glare onto adjacent properties.

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.

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.

(b) Roof or building mounted solar energy systems shall meet the requirements of the City of Pekin City Code regarding building regulations.

(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.

(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.

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.

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.

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.

(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.

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.

3. Interconnection: An interconnection agreement must be completed with the electric utility in whose service the territory the system is located.

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.

5. Other Standards:

(a) Ground Mount Systems shall comply with all required standards for structures in the district in which the system is located.

(b) All solar gardens shall comply with all City Code procedures regarding Special Use permits.

(c) All solar gardens shall also comply with all other State and Local requirements.

(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. 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.

(b) Existing public and private roads, showing widths of the road and any associated easements.

(c) Location and size of any abandoned wells or sewage treatment systems.

(d) Existing buildings and impervious surfaces.

(e) A contour map showing topography at two (2) foot intervals. A contour map of surrounding properties may also be required.

(f) Existing vegetation (list type and percent of coverage: i.e. cropland/plowed fields, grassland, wooded areas, etc.).

(g) Any delineated wetland boundaries.

(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.

(i) Surface water drainage patterns.

(j) The location of any subsurface drainage tiles.

2. A Site Plan of proposed conditions showing the following:

(a) Location and spacing of the solar panels.

(b) Location of access roads.

(c) Location of underground or overhead electric lines connecting the solar farm to a building, substation or other electric load.

(d) New electrical equipment other than at the existing building or substation that is to be the connection point for the solar farm.

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.

(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.

(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.

(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.

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.

5. Connection and Interconnection:

(a) A description of the method of connecting the SOLAR array to a building or substation.

(b) Utility interconnection details and a copy of written notification to the utility company requesting the proposed interconnection.

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. Solar panels shall be kept at least two hundred fifty (250) feet from a residence that is not part the Special Use permit.

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.

8. Fire Protection: A fire protection plan for the construction and the operation of the facility, and emergency access to the site.

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.

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.

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:

(a) Removal of the following within six (6) months:

(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 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.

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.

MAYOR

ATTEST:

CITY CLERK

MAYOR

ATTEST:

CITY CLERK

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.

(b) Ground or pole-mounted solar energy systems shall not exceed the maximum permitted height for an accessory structure when oriented at maximum tilt.

(c) Ground mounted solar energy systems may not be placed in the front yard.

2. Setbacks:

(a) Ground mounted solar energy systems shall meet the applicable setbacks for the zoning district in which the unit is located.

(b) Ground mounted solar energy systems shall not extend beyond the side yard or rear yard setback when oriented at minimum design tilt

(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.

3. Reflection Angles: Reflection angles for solar collectors shall be oriented such that they do not project glare onto adjacent properties.

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.

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.

(b) Roof or building mounted solar energy systems shall meet the requirements of the City of Pekin City Code regarding building regulations.

(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.

(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.

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.

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.

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.

(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.

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.

3. Interconnection: An interconnection agreement must be completed with the electric utility in whose service the territory the system is located.

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.

5. Other Standards:

(a) Ground Mount Systems shall comply with all required standards for structures in the district in which the system is located.

(b) All solar gardens shall comply with all City Code procedures regarding Special Use permits.

(c) All solar gardens shall also comply with all other State and Local requirements.

(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. 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.

(b) Existing public and private roads, showing widths of the road and any associated easements.

(c) Location and size of any abandoned wells or sewage treatment systems.

(d) Existing buildings and impervious surfaces.

(e) A contour map showing topography at two (2) foot intervals. A contour map of surrounding properties may also be required.

(f) Existing vegetation (list type and percent of coverage: i.e. cropland/plowed fields, grassland, wooded areas, etc.).

(g) Any delineated wetland boundaries.

(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.

(i) Surface water drainage patterns.

(j) The location of any subsurface drainage tiles.

2. A Site Plan of proposed conditions showing the following:

(a) Location and spacing of the solar panels.

(b) Location of access roads.

(c) Location of underground or overhead electric lines connecting the solar farm to a building, substation or other electric load.

(d) New electrical equipment other than at the existing building or substation that is to be the connection point for the solar farm.

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.

(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.

(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.

(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.

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.

5. Connection and Interconnection:

(a) A description of the method of connecting the SOLAR array to a building or substation.

(b) Utility interconnection details and a copy of written notification to the utility company requesting the proposed interconnection.

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. Solar panels shall be kept at least two hundred fifty (250) feet from a residence that is not part the Special Use permit.

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.

8. Fire Protection: A fire protection plan for the construction and the operation of the facility, and emergency access to the site.

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.

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.

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:

(a) Removal of the following within six (6) months:

(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 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.

 MAYOR

ATTEST:

 CITY CLERK



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: November 7, 2018

From: Mark Rothert, Interim City Manager

AGENDA ITEM: Independent Contractor Agreement for Economic Development Services

AGENDA DATE REQUESTED: November 13, 2018

ACTION REQUESTED: Approve Resolution No. 125-18/19

DESCRIPTION: Economic development can be broadly defined as a group of programs or activities that seeks to improve the economic well-being and quality of life of a community. These activities include:

- Pursuing business attraction leads;
- Helping entrepreneurs start their companies;
- Meeting with existing businesses to do check-in's;
- Providing technical assistance, information or resources to Pekin businesses;
- Marketing the City and its prospective development sites;
- Assisting with businesses with location and financial packaging;
- Tourism development;
- Coordinating of economic development assets (sites, buildings, infrastructure, TIF Districts, Enterprise Zone, Opportunity Zone, Downtown, riverfront, commercial corridors, etc.); and
- Identifying workforce development opportunities, trainings or partnerships.

While 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. The City often reacts to economic development leads instead of taking a proactive approach to business development and job growth.

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 (his work summary is attached). 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.

FINANCIAL IMPACT: Up to \$37,500 for 625 hours of work (approximately 24 hours a week) until the end of the current fiscal year.

		<u>Budget</u>	<u>YTD Expended</u>	<u>Request</u>
270-270	Central Business District TIF	\$46,350	\$3,376	\$19,262
208-208	Tourism	\$13,983	\$ 0	\$13,983
100-001	Administration	<u>\$ 5,000</u>	<u>\$ 0</u>	<u>\$ 4,255</u>
		\$65,333	\$3,376	\$37,500

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: The City will put a greater focus and emphasis on its economic development efforts.

IMPACT IF DENIED: The City will remain reactive to economic development opportunities.

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

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 Independent Contractor Agreement for Economic Development Services is in the best interest of the citizens of the City of Pekin.

NOW THEREFORE, be it ordained by the Mayor and City Council of Pekin, Illinois, in the County of Tazewell, as follows:

1. The Independent Contractor Agreement for Economic Development Services 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 Independent Contractor Agreement for Economic Development Services and the City Clerk of the City of Pekin is hereby authorized and directed to attest such execution.
3. The Independent Contractor Agreement for Economic Development Services shall be effective the date of its approval on the 13th day of November, 2018.
4. This Resolution shall be in full force and effect from and after its passage and approval as required by law.

MAYOR

ATTEST:

CITY CLERK

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the “Agreement”), effective as of November 13, 2018, is made between the City of Pekin, an Illinois municipal corporation located at 111 South Capitol Street, Pekin, IL 61554 (the “City”) and Matt Fick, sole proprietor and located at 59 Hickory Ridge Drive, Morton, IL 61550 (the “Contractor”).

WHEREAS, the City requests Contractor to perform services for it; and

WHEREAS, the City and Contractor desire to enter into an agreement, which will define respective rights and duties as to all services to be performed;

NOW, THEREFORE, in consideration of covenants and agreements contained herein, the parties hereto agree as follows:

1. Economic Development Services. The City shall retain Contractor and Contractor shall provide City with economic development services. Such economic development services may include but are not limited to the following:

a. BUSINESS ATTRACTION

- Business attraction prospect lead generation
- Sales and Marketing of the City and prospective development sites
- Incentive packaging/deal structuring
- Deal closure

b. BUSINESS EXPANSION AND RETENTION (BRE)

- BRE visits and business check-in's to Pekin businesses
- Providing technical assistance, information or resources to Pekin businesses

c. BUSINESS DEVELOPMENT

- Recruitment startups or entrepreneurs to Pekin
- Assistance with site location and financial packaging for business growth

d. MISCELLANEOUS

- Tourism development
- Coordination of economic development assets (sites, buildings, infrastructure, TIF Districts, Enterprise Zone, Opportunity Zone, Downtown, riverfront, commercial corridors, etc.)
- Federal and State grant procurement
- Identification of workforce development opportunities, trainings or partnerships
- Participation in regional economic development efforts
- Coordinated communications with other city staff
- Monthly reporting of activities and projects.

2. Term and Work Hours.

- a. Term of Agreement. The term of this Agreement shall start November 13, 2018 and end April 30, 2019, unless otherwise terminated sooner via Section 11 of this Agreement. At any time, the parties may choose to extend this Agreement for any desired time period, upon mutual written agreement.
- b. Work Hours. Contractor shall set his own work schedule and generally work a total of 24 hours per week during the term of the agreement, unless otherwise amended and approved by the City through its City Manager.

3. Compensation.

- a. Hourly Compensation. In consideration for the services to be performed by the Contractor listed in Section 1, City agrees to pay to Contractor the sum of \$60 per hour for work performed. Invoices shall be issued to City by Contractor bi-weekly after performance of any work performed. City shall reimburse Contractor within fifteen (15) days upon receipt of a request for reimbursement from the Contractor. The Contractor shall provide City with documentation supporting all expenses related to hourly compensation and at City's request, provide such information within 5 days.

4. Related Expenses and Access to City Property.

- a. Related Expenses. The City shall reimburse Contractor for all pre-approved, reasonable and necessary expenses incurred in connection with the services provided, such as mileage.
- b. Use of City Offices and Equipment. If needed to conduct business on behalf of the City, City may provide Contractor the use of the following:
 - i. Office space
 - ii. Computer or laptop
 - iii. Telephone
 - iv. Fax machine
 - v. Copier
 - vi. Office supplies
 - vii. Mailing system

The Contractor shall also have access to a City email account and the City's network.

5. Taxes.

- a. City shall not be responsible for federal, state and local taxes derived from the Contractor's net income or for the withholding and/or payment of any federal, state and local income and other payroll taxes, worker's compensation, disability benefits or other legal requirements applicable to Contractor. Contractor shall be exclusively responsible for the payment of all taxes, withholding payments, contributions to insurance (including Illinois unemployment insurance should such payments be applicable), contributions to pensions or other deferred compensation plans, Workers' Compensation obligations and FICA (Social Security and Medicare related taxes) obligations and the filing of all necessary documents, forms and returns pertinent to the foregoing.
- b. Contractor and City agree to promptly notify each other and mutually cooperate in any investigation or proceeding regarding Contractor's independent contractor status. Contractor shall defend and hold harmless the City against any and all claims that the City is responsible for the payment or filing of the foregoing payments, withholdings, contributions, taxes and documents and returns, including, but not limited to FICA taxes, FUTA taxes, state employment security obligations, and Federal and state employer income tax withholding obligations, interest and penalties.
- c. It is expressly understood that the City will issue the required Internal Revenue Service Form 1099 to Contractor. Contractor will be responsible for his own tax obligations. Contractor specifically acknowledges that he is not entitled to unemployment insurance benefits at the end of this agreement. Any effort by Contractor to involve the City in benefit disputes beyond the scope of this Agreement will entitle the City to recover its attorneys' fees when defending itself from damages caused by Contractor's improper conduct.

6. Changes.

- a. Change Orders. The City, without invalidating this Agreement, may order changes in the work within the general scope of the Agreement consisting of additions, deletions, or other revisions.
- b. Change Order Requirements. All change orders shall be a written order signed by the City and shall specify:

- i. the elements of the Services to be changed, and
 - ii. the impact, if any, that the requested change will have on (A) the compensation, (B) time for performance or (C) any other terms or conditions of this Agreement.
- c. Adjustments to Compensation. In the event that any such changes materially impact the cost to the Contractor of performing the Services or the time required for such performance, the parties shall negotiate in good faith a reasonable and equitable adjustment in the fees and schedule, as applicable.

7. Independent Contractor Status.

- a. Status. Contractor is an independent contractor of City. Nothing contained in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.
- b. No Authority. Contractor shall have no authority to act as agent for, or on behalf of, City, or to represent City, or bind City in any manner.
- c. No Employee Benefits. Contractor shall not be entitled to worker's compensation, retirement, insurance or other benefits afforded to employees of City.

8. Representations and Warranties.

The City and the Contractor respectively represents and warrants to each other that each respectively is fully authorized and empowered to enter into the Agreement and that their entering into the Agreement and to each parties' knowledge the performance of their respective obligations under the Agreement will not violate any agreement between the City or the Contractor respectively and any other person, firm or organization or any law or governmental regulation.

9. Confidential Information.

Contractor and its employees shall not, during the time of rendering services to the City or thereafter, disclose to anyone other than authorized employees of the City (or persons designated by such duly authorized employees of the City) or use for the benefit of Contractor and its employees or for any entity other than the City, any information of a confidential nature, including but not limited to, information relating to: any such materials or intellectual property; any of the City projects or programs; the technical, commercial or any other affairs of the City; or, any confidential information which the City has received from a third party.

10. Intellectual Property.

- a. Work Product. During the course of performing Economic development services, Contractor and its directors, officers, employees, or other representatives may, independently or in conjunction with City, develop information, produce work product, or achieve other results for City in connection with the Economic development services it performs for City.
- b. Ownership. Contractor agrees that such information, work product, and other results, systems and information developed by Contractor and/ or City in connection with such Economic development services (hereinafter referred to collectively as the "Work Product") shall, to the extent by law, be a "work made for hire" within the definition of Section 101 of the Copyright Act (17 U.S. C. 101), and shall remain the sole and exclusive property of City.
- c. Assignment of Interest. To the extent any Work Product is not deemed to be a work made for hire within the definition of the Copyright Act, Contractor with effect from creation of any and all Work Product, hereby assigns, and agrees to assign, to City all right, title and interest in and to such Work Product, including but not limited to copyright, all rights subsumed thereunder, and all other intellectual property rights, including all extensions and renewals thereof.

- d. Moral Rights. Contractor also agrees to waive any and all moral rights relating to the Work Product, including but not limited to, any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use, and subsequent modifications.
- e. Assistance. Contractor further agrees to provide all assistance reasonably requested by City, both during and subsequent to the Term of this Agreement, in the establishment, preservation and enforcement of City's rights in the Work Product.

11. Termination.

- a. Notice of Termination. This Agreement may be terminated by either the City or the Contractor at any time for any reason, with or without cause, by giving fourteen (14) days from written notice of termination. The City may terminate this agreement immediately upon written notice in the event Contractor engages in gross or willful misconduct which causes material damage to the City.
- b. Payment Upon Termination. The City will pay Contractor for all Services performed by Contractor through the date of termination.

12. General Provisions.

- a. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements, representations and understandings of the parties, written or oral.
- b. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
- c. Amendment. This Agreement may be amended only by written agreement of the parties.
- d. Notices. All notices permitted or required under this Agreement shall be in writing and shall be delivered in person or mailed by first class, registered or certified mail, postage prepaid, to the address of the party specified in this Agreement or such other address as either party may specify in writing. Such notice shall be deemed to have been given upon receipt.
- e. Assignment. This Agreement shall not be assigned by either party without the consent of the other party.
- f. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws rules.
- g. No Waiver of Rights. A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.

IN WITNESS WHEREOF, the City and the Contractor have each executed and delivered this Agreement as of the Effective Date.

CITY OF PEKIN, ILLINOIS

MATT FICK

By: _____
John McCabe, Mayor

By: _____
Matt Fick, Sole Proprietor

Attest: _____
Sue McMillan, City Clerk

MATT W. FICK – PROJECT HISTORY

59 Hickory Ridge Drive, Morton, IL 61550 | C: (309) 634-5138 | Email: mttfick@gmail.com

Peoria Heights, Illinois (2009 – 2018)

- Served as lead negotiator on behalf of the Village for all development proposals, contracts, easements and leases
- Coordinated all commercial plan reviews including building, life safety, sprinkler and alarm systems
- Manage multiple TIF districts, a Business Development District and Special Service Area in addition to the Illinois Enterprise Zone program
- Major public/private commercial projects accomplished:
 - Trefzger's Bakery (Renovation of 100 plus year old warehouse into multi-tenant bakery with event center - \$6M total project cost)
 - 4500 N Prospect (Facilitated acquisition of former gas station site that was taken through IEPA site remediation program and sold to developer. Site was redeveloped with a new 3-story multi-tenant commercial building, including a rooftop bar - \$5M total project cost)
 - Twelve21 Duryea Apartments (36-unit, high-end apartment complex located in the heart of the central business district - \$6M total project cost)
 - Heritage Expansion (11,000 square foot, 2-story expansion of existing commercial center - \$2.5M total project cost)
- Other accomplishments:
 - Established Business Development District Advisory Board and Façade Grant Program
 - Brought "street seats" to the downtown, which provided for expanded outdoor dining opportunities
 - Helped Sherman's locate in the former Cohen's Warehouse building and establish a clearance center
 - Negotiated purchase of former Grayboy building for future development

EM Properties, Ltd., East Peoria, Illinois (2006 – 2009)

- Responsible for site analysis, site selection, development proposals, contract negotiations, business development, community and government relations
- Prepared pre-development and development budgets for multiple commercial real estate projects
- Served as project coordinator for construction for several national restaurants and retailers including Corky's BBQ, Petsmart, Granite City Food & Brewery and Logan's Roadhouse
- Assisted with negotiation of a development agreement with the City of Peoria for renovation and expansion of a historic hotel utilizing tax increment financing, hotel, restaurant and amusement tax and business development district taxes

East Peoria, Illinois (2002 – 2006)

- Responsible for economic development activities including administration of the Enterprise Zone, Revolving Loan Program and Tax Increment Finance Districts
- Involved in initial planning and redevelopment efforts of 65 acres of former Caterpillar property located in downtown East Peoria planned as a mixed-use live-work community
- Coordinated much of the redevelopment of City of East Peoria Riverfront, including projects such as Embassy Suites, RiverFront Park and Camp Street Crossing shopping center
- Drafted, presented and obtained grants from the Illinois Department of Natural Resources for bike path and park land development ranging from \$250,000 to \$750,000
- Responsible for all building plan review, permitting, inspections and code compliance issues

Other

- Developer/Owner of Trailside Estates Residential Subdivision, East Peoria, IL

Education

Illinois State University
Iowa State University

Masters in Business Administration
BS, Community and Regional Planning



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: November 7, 2018

From: Michael Guerra, City Engineer

AGENDA ITEM: Award of Schramm Sewer Repair Project

AGENDA DATE REQUESTED: November 13, 2018

ACTION REQUESTED: Award bid for Schramm Sewer Repair Project

DESCRIPTION: This request is to award the bid and contract to Laverdiere Construction, Inc. for the Schramm Sewer Repair. This project is to repair a portion of the sanitary sewer in the 200 block of Schramm. 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.

FINANCIAL IMPACT: An as read price of \$18,500 for the repairs.

Sanitary Sewer - Sewer Repair 231-030-580601

Budgeted: \$225,000 (sewer linings and sewer repairs)

Expensed to date: \$171,928.60 (\$53,071.40 remaining)

This project was listed in the five year capital plan for wastewater as presented in the budget with the planned sewer lining projects.

NEIGHBORHOOD CONCERNS: There will be disruption to traffic as the work is being performed along with the associated construction noise. This will repair a slow sink hole that has been present in the road.

IMPACT IF APPROVED: The contract will be awarded to Laverdiere Construction Inc.

IMPACT IF DENIED: The contract will not be awarded to Laverdiere Construction Inc.

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:	

Local Public Agency
Formal Contract

PROPOSAL SUBMITTED BY		
Laverdiere Construction Inc		
Contractor's Name		
4055 W. Jackson St		
Street		P.O.
Macomb	IL	614
City	State	Zip Code

STATE OF ILLINOIS

COUNTY Tazewell

City of Pekin

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

FOR THE IMPROVEMENT OF

PROJECT NAME. Schramm Sewer RepairsLOCATION. Schramm DriveTYPES OF FUNDS Wastewater Funds☒ SPECIFICATIONS (required)☒ PLANS (required)☐ CONTRACT BOND (when required)**For Municipal Projects
Submitted/Approved/Passed**☐ Mayor ☐ President of Board of Trustees ☐ Municipal Official

Date

Attachment: Schramm Contract (1548 : Award of Schramm Sewer Repair Project)

County Tazewell
 Local Public Agency City of Pekin
 Project Name Schramm Sewer Repa
 Location Schramm Drive

1. THIS AGREEMENT, made and concluded the 13th 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,
Laverdiere Construction 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 Project Schramm Sewer 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: Schramm Contract (1548 : Award of Schramm Sewer Repair Project)

NOTICE TO BIDDERS

County TazewellLocal Public Agency City of Pekin

Section Number _____

Route Schramm

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 Schramm Sewer Repair Project Length: _____ feet (_____ miles)
 Location City of Pekin
 Proposed Improvement Remove and replace existing 8 inch sanitary sewer 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 12326: 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: Schramm Contract (1548 : Award of Schramm Sewer Repair Project)

PROPOSAL

County TazewellLocal Public Agency City of Pekin

Section Number _____

Route Schramm

1. Proposal of
- Schramm Sewer Repair Project

Laverdiere Construction, Inc
4055 W. Jackson Street, Macomb, IL 61455for the improvement of the above section by the construction of Remove and replace existing 8 inch sanitary sewer 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 December 28, 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 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: Schramm Contract (1548 : Award of Schramm Sewer Repair Project)



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

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

Bidder's Proposal for making Entire Improvements \$18,500

[illegible]

Attachment: Schramm Contract (1548 : Award of Schramm Sewer Repair Project)

CONTRACTOR CERTIFICATIONS

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Schramm

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: Schramm Contract (1548 : Award of Schramm Sewer Repair Project)

SIGNATURES

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Schramm

(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 Lynn PresidentBusiness Address 4055 W. Jackson StreetMacomb, IL 61455

Insert Names of Officers

President Jack LaverdiereSecretary Amanda Marlow

Treasurer _____

Attest:

Amanda Marlow
 Secretary

Attachment: Schramm Contract (1548 : Award of Schramm Sewer Repair Project)



Certificate of Eligibility

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

Contractor No 3391
(1st Revision)

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.

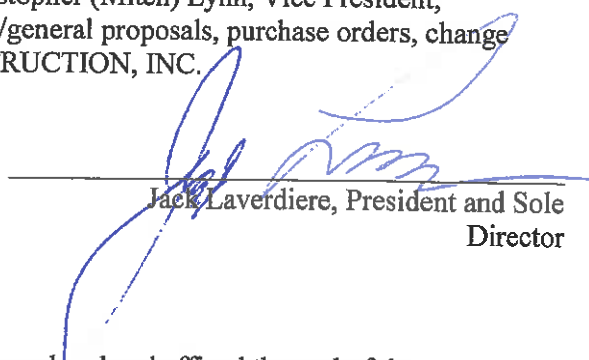

Engineer of Construction



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.



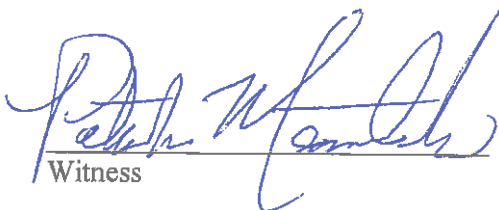
Jack Laverdiere, President and Sole
Director

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

**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, depose 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: Schramm Contract (1548 : Award of Schramm Sewer Repair Project)



City of Pekin

Department of Public Works

Addendum #1

CITY OF PEKIN, IL SCHRAMM SEWER 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: _____

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

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	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
10/25/2018	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	19.73	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



City of Pekin

Department of Public Works

SUMMARY OF WORK

The City of Pekin is accepting bids to repair a section of sewer that is in need of repair and has caused a sink hole in Schramm Drive in Pekin, IL. The work will consist of removing and replacing sanitary sewer and all associated work.

Project shall be substantially complete by December 28, 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:

8 inch PVC SDR 26 Gravity Sewer (Foot) – Removal of existing VCL 8" pipe and replace with PVC SDR 26 meeting ASTM D-3034. The pipe shall be installed with a design slope of 0.4% but contractor shall verify the existing slope prior to installation of repair. Two connections for PVC to Clay Pipe will need to be made. All connections made between existing sewer and new sewer shall be made by use of a rubberized connection creating a water-tight seal and will be incidental to the price of pipe. Fernco 1002 Series or equal.

Aggregate Foundation/Bedding/Haunching/Backfilling (Ton) – Foundation, Bedding, Haunch and Initial Backfill Material shall meet the requirements of the Illinois Department of Transportation, "Standard Specifications for Road and Bridge Construction" for coarse aggregate or fine aggregate. The gradation shall be CA-7.

Control Low Strength Material (Cu. Yd.) – The remainder of the back fill shall be Control Low Strength Material (CLSM) per City of Pekin Code 4-2-4-1.

Bituminous Pavement Removal & Replacement (Square Yard) – Bituminous Removal and Replacement work, which consists of saw cutting the existing pavement, removal of the existing pavement, and replacement of the pavement, 4 inches of hot mix as directed by the Engineer. The Contractor shall take care during removal of the pavement to prevent damage to the adjacent pavement. If the Contractor is unable to procure asphalt at the time of the pavement repair, minimum 3 inch of temporary cold patch shall be placed and compacted at no cost to the City. Work shall be considered substantial complete when temporary asphalt patch is installed. The permanent asphalt patch shall be installed within two weeks of asphalt plants reopening.

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: Schramm Contract (1548 : Award of Schramm Sewer Repair Project)

Traffic Control (Lump Sum) – This work shall consist of the furnishing, installation, maintenance, relocation, and removal of the equipment, supplies, and the necessary materials to provide traffic control to the project, including the signage for the sidewalk closures. The contractor shall follow the IDOT Standard Specifications for the Road and Bridge Construction Section 701 for traffic control including standards 701502-07, 701801-06, and 701901-06.

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," adopted April 1, 2016 and the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" 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 and completion dates

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.

TRAFFIC CONTROL PLAN:

Traffic control shall be in accordance with the applicable sections of the Standard Specifications for Road and Bridge Construction, the applicable guidelines contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, these special provisions, and any special details and Highway Standards contained herein and in the Plans.

The cost of furnishing and maintaining barricades, warning signs, and warning lights, as required herein shall be included in the price of the traffic control and no additional payment shall be allowed.

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

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.

PAVEMENT PATCHING:

Any pavement that is damaged during the removal of the curb will be repaired with original materials or there equivalent as required by the City Code. This work and all materials required to perform this work will be included in the price of the contract.

MAILBOXES AND SIGNS:

Any mailboxes or signs that require removal must be replaced at their exact locations. This work and all materials required to perform this work shall be included in the price of the contract.

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.

PUBLIC SAFETY AND CONVENIENCE:

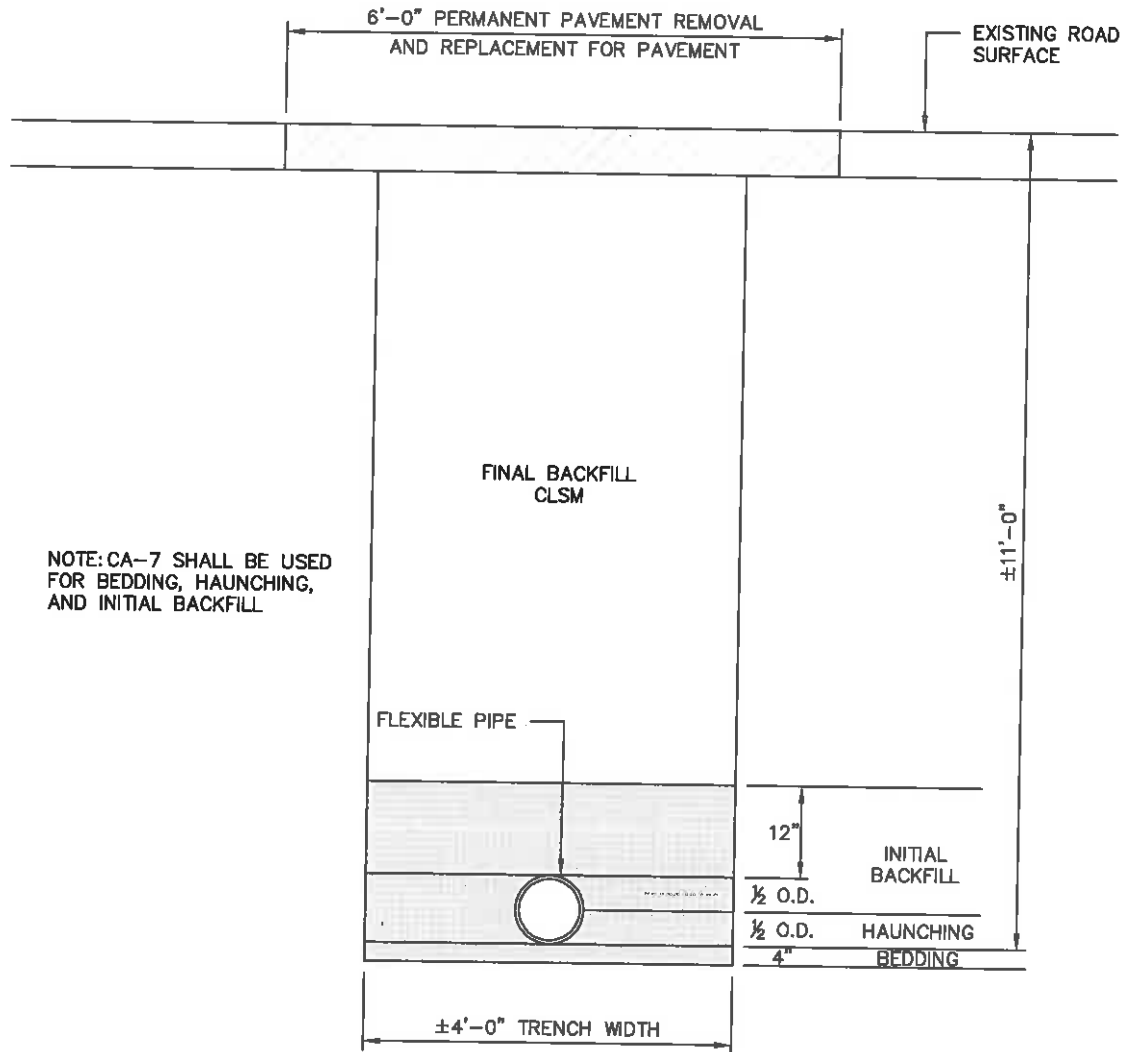
The contractor shall at all times conduct his work so as to ensure the least possible obstructions to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property in a manner satisfactory to the Engineer. No road or street shall be closed to the public except with the permission of the Engineer and proper governmental authority. City will consider allowing closure of the lanes to expedite job. Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times. The contractor is responsible for all traffic guidance or detours within his project area.

PAYMENTS:

Payments will be made at the completion of the repairs and will require the following documentation of material tickets of all Aggregate, material tickets of all CLSM, bill of lading for the pipe and certified payrolls.

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: Schramm Contract (1548 : Award of Schramm Sewer Repair Project)



1 TRENCH BACKFILL UNDER PAVEMENT
1 NOT TO SCALE



Project Name and Address

SCHRAMM SEWER
REPAIR PROJECT

Project
SEWER REPAIR

Date
OCTOBER 16, 2018

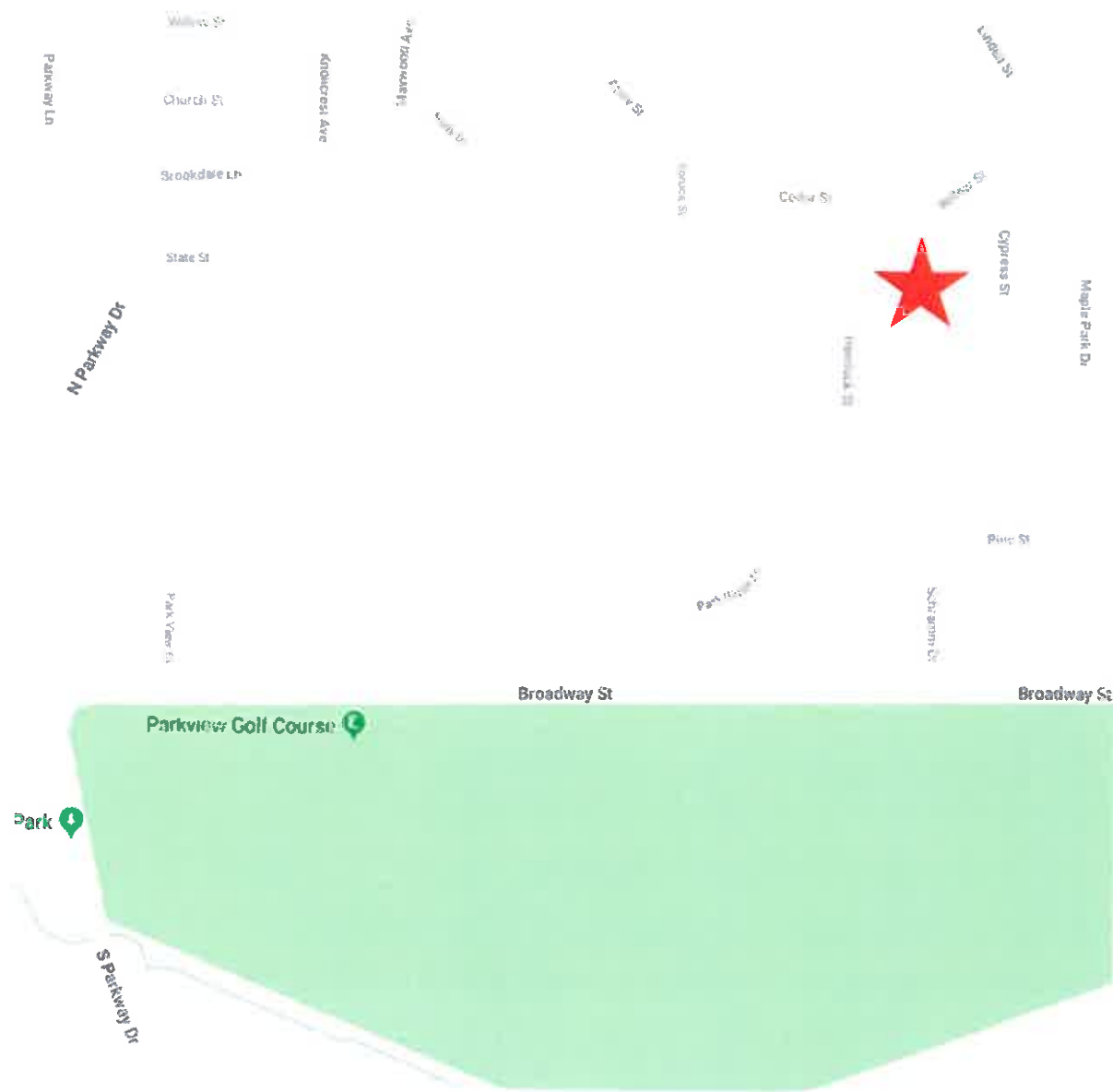
Sheet

1

1 of 1

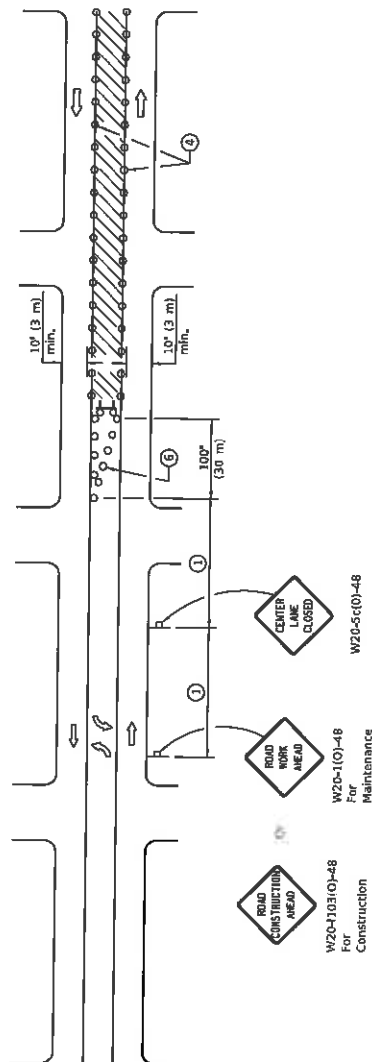
Schramm Sewer Repair Project

Project Location



Attachment: Schramm Contract (1548 : Award of Schramm Sewer Repair Project)

Schramm Sewer 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 sidroad closures.
- 6 Cones, drums or barricades at 20' (6 m) centers in taper.
- 7 Use flagger sign only when flagger is present.

SIGN SPACING	
Posted Speed	Sign Spacing
55	500' (152 m)
50-45	350' (107 m)
<45	200' (61 m)

SYMBOLS

- Work area
- Block zone or taper with flashing light
- Flagger with traffic control sign
- Cone, drum or barricade (Center for daytime use only)
- Sign on portable or permanent support
- Type III barricade with flashing lights

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	FOOTPRINTS	
	English (feet)	Metric (m)
45 mph (73 km/h) or less	$L = \frac{WS^2}{60}$	$L = \frac{WS^2}{150}$
45 mph (73 km/h) or greater	$L = \frac{WS^2}{60}$	$L = \frac{WS^2}{150}$
W = width of offset in feet (meters)		
S = normal posted speed in feet (meters)		

All dimensions are in inches (millimeters) unless otherwise shown.

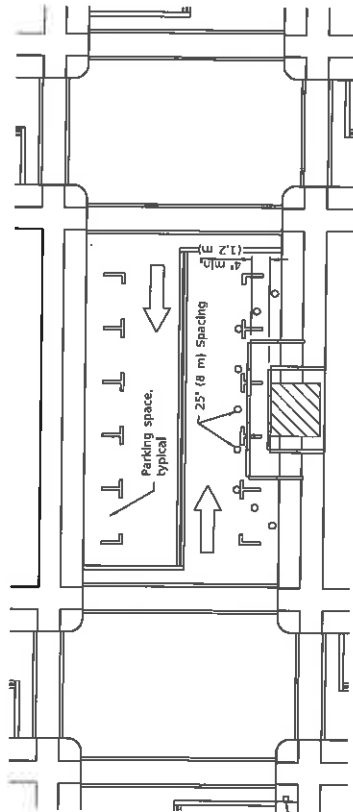
URBAN LANE CLOSURE, 2L, 2W, WITH BIDIRECTIONAL LEFT TURN LANE	
DATE	REVISIONS
1-1-18	Corrected sign number for TWO WAY TRAFFIC sign for CASE II.
1-1-17	Added flashing lights to Type III barr. Revised dev. & sign spacing, TWLT, taper length.

STANDARD 701502-08

(Sheet 1 of 2)

Illinois Department of Transportation	
PROJECT: 1548 DRAWING: 2018 ENGINEER: [Signature] APPROVED: [Signature] ENGINEER OF DESIGN AND ENVIRONMENT	ISSUED: 1-1-01



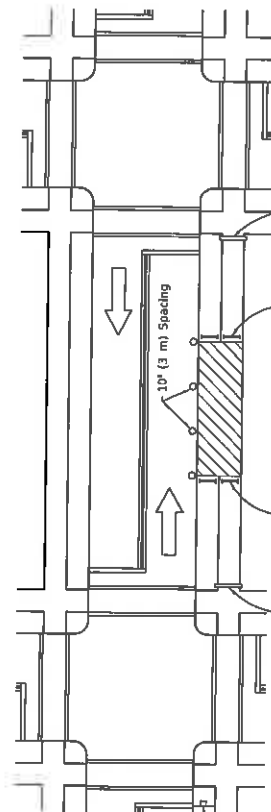


W20-103(0)-48 for
contract
construction
projects

Or

W20-10(0)-48 for
maintenance
and utility
projects

SIDEWALK DIVERSION



W20-103(0)-48 for
contract
construction
projects

Or

W20-10(0)-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 channelling 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. Where 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 R11-24830 signs shall be positioned as shown in the detail on Standard 701801.

All dimensions are in inches (millimeters) unless otherwise shown.

① Omit whenever duplicated by road work traffic control.

DATE	REVISIONS
4-1-16	Unlimited 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 Sid.

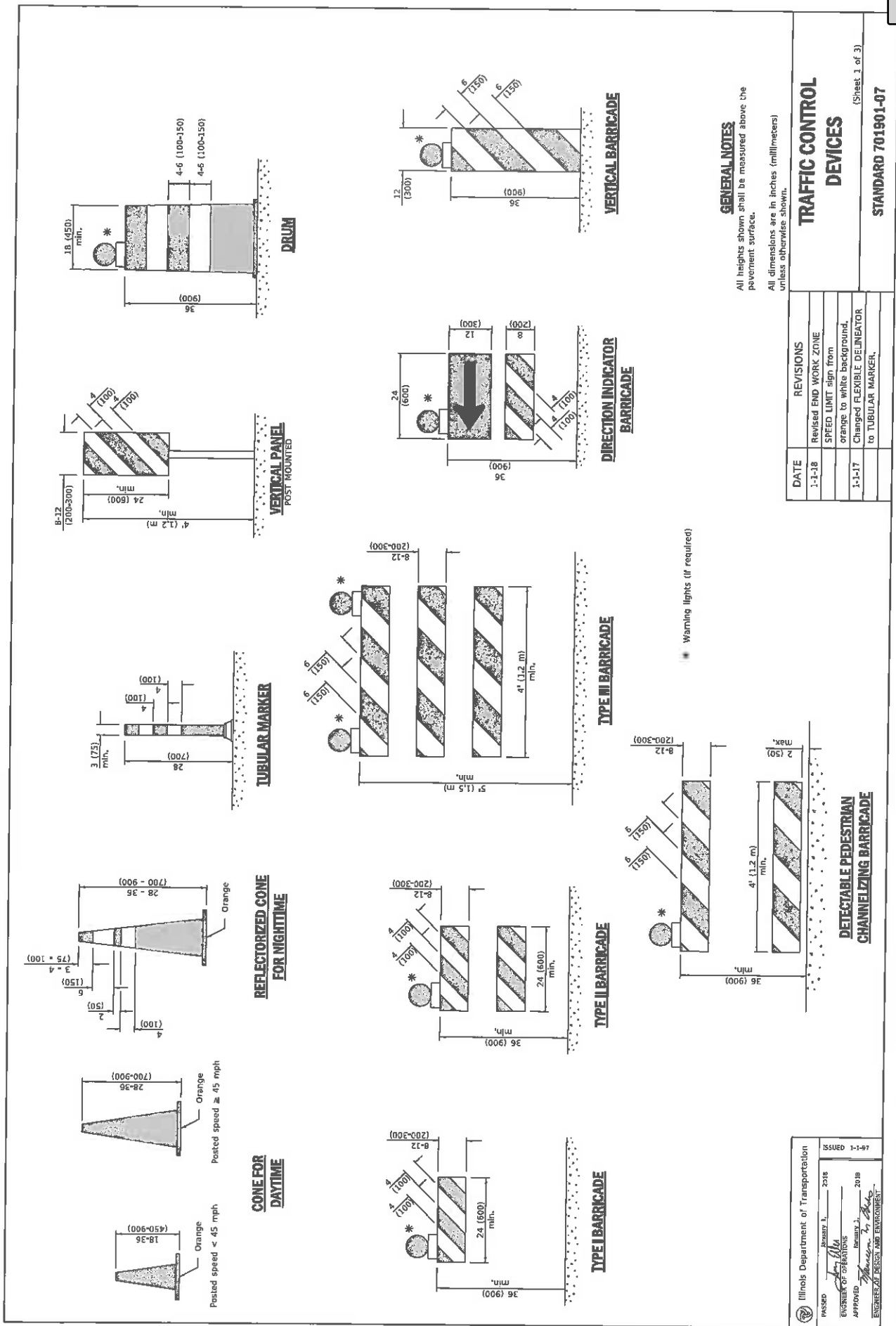
SIDEWALK, CORNER OR CROSSWALK CLOSURE

(Sheet 1 of 2)

STANDARD 701801-06

Illinois Department of Transportation	ISSUED 1-1-97
PROJECT 2316	
APPROVED	2016
ENGINEER OF DESIGN AND ENVIRONMENT	





GENERAL NOTES

All heights shown shall be measured above the pavement surface.
 All dimensions are in inches (millimeters) unless otherwise shown.

TRAFFIC CONTROL DEVICES

DATE	REVISIONS
1-1-18	REVISED END WORK ZONE
1-1-18	SPEED LIMIT sign from orange to white background.
1-1-17	Changed FLEXIBLE DELINEATOR to TUBULAR MARKER.

(Sheet 1 of 3)

STANDARD 701901-07

Illinois Department of Transportation

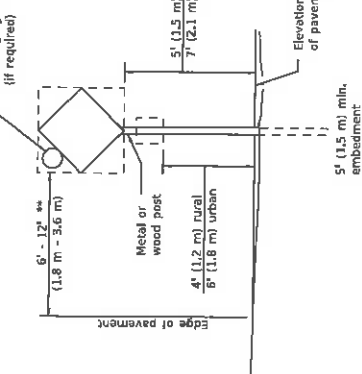
PASSED January 1, 2018

ENGINEER OF OPERATIONS

APPROVED January 1, 2018

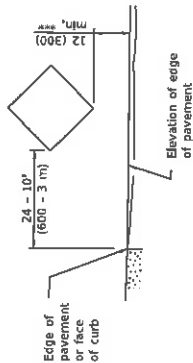
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97



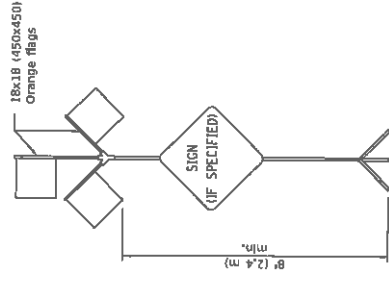
POST MOUNTED SIGNS

*** 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.

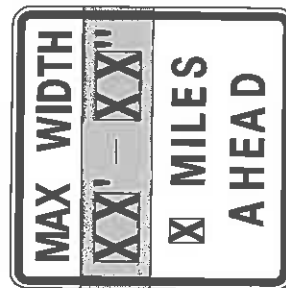


SIGNS ON TEMPORARY SUPPORTS

*** When work operations exceed four days, this dimension shall be 5' (1.5 m) min. If located behind other devices, the height shall be sufficient to be seen completely above the devices.

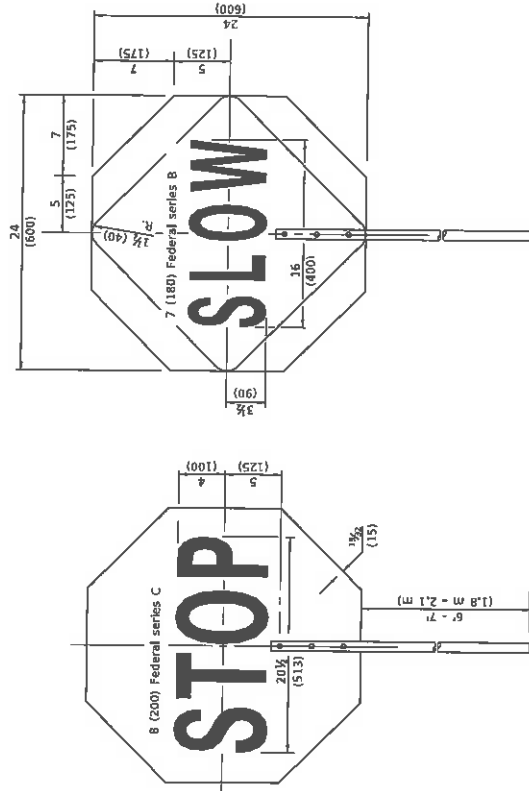


HIGH LEVEL WARNING DEVICE



W1241.03-4848

WIDTH RESTRICTION SIGN
XX'-XX" Width and X miles are variable.



FRONT SIDE

REVERSE SIDE

FLAGGER TRAFFIC CONTROL SIGN

Illinois Department of Transportation	
ISSUED 1-1-97	2018
DESIGNED BY	2018
ENGINEER OF DESIGN	2018
APPROVED	2018
ENGINEER OF DESIGN AND ENVIRONMENT	

ROAD CONSTRUCTION NEXT X MILES
G20-1104(0)-4036

END CONSTRUCTION
G20-1105(0)-6024

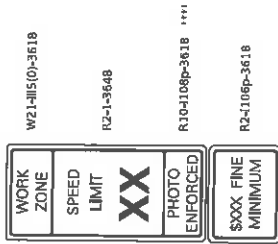
This signing is required for all projects 2 miles (3200 m) or more in length.

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



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.

TRAFFIC CONTROL DEVICES
(Sheet 2 of 3)

STANDARD 701901-07



Schramm Sewer 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	39.69	42.69	1.5	1.5	2	9.00	19.23	0.00	3.00
OPERATING ENGINEER	ALL	BLD	36.83	42.69	1.5	1.5	2	9.00	19.23	0.00	3.00
OPERATING ENGINEER	ALL	BLD	32.12	42.69	1.5	1.5	2	9.00	19.23	0.00	3.00
OPERATING ENGINEER	ALL	HWY	39.69	42.69	1.5	1.5	2	9.00	19.23	0.00	3.00
OPERATING ENGINEER	ALL	HWY	36.83	42.69	1.5	1.5	2	9.00	19.23	0.00	3.00
OPERATING ENGINEER	ALL	HWY	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

Legend

OSA Overtime pay required for every hour worked on Saturdays

OSH Overtime pay required for every hour worked on Sundays and Holidays

Explanations TAZEWELL COUNTY

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 PILEDRIERS - 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; 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; Guries 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

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.



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: November 7, 2018

From: Michael Guerra, City Engineer

AGENDA ITEM: Contract for GIS Services with Placemakers, LLC

AGENDA DATE REQUESTED: November 13, 2018

ACTION REQUESTED: Authorize and Approve Contract with Placemakers, LLC

DESCRIPTION: This contract with Placemakers, LLC is for Geographic Information System (GIS) services for the City of Pekin. These services are needed to maintain our GIS system that the City currently has in place to ensure the continued operation of the programs that utilize the information. In August of 2018, the City of Pekin GIS Administrator left the City for employment with another company. This left the City without adequate staff to maintain the GIS system for the City of Pekin.

The GIS system is a vital piece of electronic infrastructure utilized by every department within the City. The GIS system is comprised of computer servers, informational databases that house information for assets in the City, software that utilizes the databases and aerial imagery. Examples of information where and how the GIS system is used are: location of sewers (type, size, depth) in the City, sex offenders registry, address locations for the 911 responses, zoning information for zoning maps, street light locations, traffic sign locations, street information for different types of street maps, no parking locations, routing information for AVL and solid waste, etc. However with the complexity of how this information is used and integrated with several other software programs, the maintenance of the system is critical. This contract is to ensure the system is running properly, critical upgrades are installed and allows for some additional GIS services provided. Placemakers, LLC staff are very familiar with the current City GIS system and has the knowledge needed to maintain the system for the City.

This contract is for approximately six months with the contract ending April 30th, 2019. The cost of the services provided is \$3,500 a month with any additional work authorized at a cost of \$85 per hour. This will allow City staff to evaluate the needs the City has for the GIS system to adequately plan for the next fiscal year's budget while adequately maintaining the system in place.

FINANCIAL IMPACT: \$3,500 per month for the services agreed to maintain the GIS

system.

Budget:

There is approximately \$38,000 remaining in this budget year for the salary and benefits that were associated with the GIS administrator's position. This proposed contract will utilize the remaining balance of funds to offset the increase in contracted services.

NEIGHBORHOOD CONCERNS: Several of the servers are having errors resulting in several databases not being available for use in maps both internally and externally with web maps. Also there has been licensing issues with some of the software that utilizes the GIS servers that will need to be maintained so City staff can meet the expectations of its customers. This includes request for information in GIS form for City assets (sewers, utilities, etc.), locating addresses for the new 911 system, police registries, and several other programs.

IMPACT IF APPROVED: The contract will be entered into with Placemakers, LLC to allow for the routine maintenance on the GIS system. This will allow the City to, at least, maintain the current level of service for software and the use of existing databases for assets.

IMPACT IF DENIED: The contract will not be entered into with Placemakers, LLC. This will limit the availability of existing data that is stored in databases as issues arise with the GIS servers or licensing of software. Vital geo-referenced data will not be accessible for several departments including, planning and zoning, police, fire and public works. This will place a larger burden on staff to access the information needed from the system. This will also increase the cost to the City additional work will be required to then repair the system.

ALTERNATIVES: Hire a new GIS administrator for the City to maintain the system.

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:

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the “Agreement”), effective as of November 13, 2018, is made between the City of Pekin, an Illinois municipal corporation located at 111 South Capitol Street, Pekin, IL 61554 (the “City”) and Placemakers, LLC, located at 705 S. 10th Street, Pekin, IL 61554 (the “Contractor”).

WHEREAS, the City requests Contractor to perform services for it; and

WHEREAS, the City and Contractor desire to enter into an agreement, which will define respective rights and duties as to all services to be performed;

NOW, THEREFORE, in consideration of covenants and agreements contained herein, the parties hereto agree as follows:

1. Geographic Information System (GIS) Services. The City shall retain Contractor and Contractor shall provide City with Geographic Information System (“GIS”) services. Such GIS services may include but are not limited to the following:

- a. Performing regular maintenance tasks on the current GIS system;
- b. Verifying on a daily basis (Monday-Friday, except major holidays) the GIS server operational status and troubleshoot issues as required;
- c. Verifying on a daily basis (Monday-Friday, except major holidays) the status of business-critical services (i.e.: the streetlights webmap, Accela parcel layer etc.) and troubleshoot any issues as required;
- d. Installing any critical security updates or patches to current GIS servers as needed, specifically excluding any major point-version upgrade (i.e. 1.0 to 2.0) or operating system upgrades.
- e. Performing up to 4 hours of additional GIS consulting per calendar month which may include but is not limited to: publishing additional features, building webmaps, adding additional users, or creating paper maps for printing on the City's large format printer.
- f. As an additional benefit and a one-time service, Placemakers, LLC will restore to working status any currently non-functioning publicly accessible maps located on the City's website.

2. Term and Work Hours.

- a. Term of Agreement. The term of this Agreement shall start November 13, 2018 and end April 30, 2019, unless otherwise terminated sooner via Section 11 of this Agreement. At any time, the parties may choose to extend this Agreement for any desired time period, upon mutual written agreement.
- b. Work Hours. Contractor shall set his own work schedule.

3. Compensation.

- a. Monthly Compensation. In consideration for the services to be performed by the Contractor listed in Section 1, City agrees to pay to Contractor the sum of \$3,500 per month for work performed. Invoices shall be issued to City by Contractor after performance of any work performed. City shall reimburse Contractor within fifteen (15) days upon receipt of a request for reimbursement from the Contractor. The Contractor shall provide City with documentation of work activity that supports all expenses related to compensation and at City’s request, provide such information within 5 days.

4. Related Expenses and Access to City Property.

- a. Related Expenses. The City shall reimburse Contractor for all pre-approved, reasonable and necessary expenses incurred in connection with the services provided, such as mileage.
- b. Use of City Offices and Equipment. If needed to conduct business on behalf of the City, City may provide Contractor the use of the following:
 - i. Office space
 - ii. Computer or laptop
 - iii. Telephone
 - iv. Fax machine
 - v. Copier
 - vi. Office supplies
 - vii. Mailing system; and
- c. Use of City Software and Network. The City shall be responsible for providing any necessary software and reasonable support to access to the City of Pekin network, GIS servers, and GIS accounts, including access to the Virtual Machine Manager.

5. Taxes.

- a. City shall not be responsible for federal, state and local taxes derived from the Contractor's net income or for the withholding and/or payment of any federal, state and local income and other payroll taxes, worker's compensation, disability benefits or other legal requirements applicable to Contractor. Contractor shall be exclusively responsible for the payment of all taxes, withholding payments, contributions to insurance (including Illinois unemployment insurance should such payments be applicable), contributions to pensions or other deferred compensation plans, Workers' Compensation obligations and FICA (Social Security and Medicare related taxes) obligations and the filing of all necessary documents, forms and returns pertinent to the foregoing.
- b. Contractor and City agree to promptly notify each other and mutually cooperate in any investigation or proceeding regarding Contractor's independent contractor status. Contractor shall defend and hold harmless the City against any and all claims that the City is responsible for the payment or filing of the foregoing payments, withholdings, contributions, taxes and documents and returns, including, but not limited to FICA taxes, FUTA taxes, state employment security obligations, and Federal and state employer income tax withholding obligations, interest and penalties.
- c. It is expressly understood that the City will issue the required Internal Revenue Service Form 1099 to Contractor. Contractor will be responsible for his own tax obligations. Contractor specifically acknowledges that he is not entitled to unemployment insurance benefits at the end of this agreement. Any effort by Contractor to involve the City in benefit disputes beyond the scope of this Agreement will entitle the City to recover its attorneys' fees when defending itself from damages caused by Contractor's improper conduct.

6. Changes.

- a. Change Orders. The City, without invalidating this Agreement, may order changes in the work within the general scope of the Agreement consisting of additions, deletions, or other revisions.
- b. Change Order Requirements. All change orders shall be a written order signed by the City and shall specify:

- i. the elements of the Services to be changed, and
- ii. the impact, if any, that the requested change will have on (A) the compensation, (B) time for performance or (C) any other terms or conditions of this Agreement.

- c. Adjustments to Compensation. In the event that any such changes materially impact the cost to the Contractor of performing the Services or the time required for such performance, the parties shall negotiate in good faith a reasonable and equitable adjustment in the fees and schedule, as applicable.

7. Independent Contractor Status.

- a. Status. Contractor is an independent contractor of City. Nothing contained in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.
- b. No Authority. Contractor shall have no authority to act as agent for, or on behalf of, City, or to represent City, or bind City in any manner.
- c. No Employee Benefits. Contractor shall not be entitled to worker's compensation, retirement, insurance or other benefits afforded to employees of City.

- 8. Representations and Warranties.** The City and the Contractor respectively represents and warrants to each other that each respectively is fully authorized and empowered to enter into the Agreement and that their entering into the Agreement and to each parties' knowledge the performance of their respective obligations under the Agreement will not violate any agreement between the City or the Contractor respectively and any other person, firm or organization or any law or governmental regulation.

- 9. Confidential Information.** Contractor and its employees shall not, during the time of rendering services to the City or thereafter, disclose to anyone other than authorized employees of the City (or persons designated by such duly authorized employees of the City) or use for the benefit of Contractor and its employees or for any entity other than the City, any information of a confidential nature, including but not limited to, information relating to: any such materials or intellectual property; any of the City projects or programs; the technical, commercial or any other affairs of the City; or, any confidential information which the City has received from a third party.

10. Intellectual Property.

- a. Work Product. During the course of performing GIS Services, Contractor and its directors, officers, employees, or other representatives may, independently or in conjunction with City, develop information, produce work product, or achieve other results for City in connection with the GIS Services it performs for City.
- b. Ownership. Contractor agrees that such information, work product, and other results, systems and information developed by Contractor and/ or City in connection with such GIS Services (hereinafter referred to collectively as the "Work Product") shall, to the extent by law, be a "work made for hire" within the definition of Section 101 of the Copyright Act (17 U.S. C. 101), and shall remain the sole and exclusive property of City.

- c. Assignment of Interest. To the extent any Work Product is not deemed to be a work made for hire within the definition of the Copyright Act, Contractor with effect from creation of any and all Work Product, hereby assigns, and agrees to assign, to City all right, title and interest in and to such Work Product, including but not limited to copyright, all rights subsumed thereunder, and all other intellectual property rights, including all extensions and renewals thereof.
- d. Moral Rights. Contractor also agrees to waive any and all moral rights relating to the Work Product, including but not limited to, any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use, and subsequent modifications.
- e. Assistance. Contractor further agrees to provide all assistance reasonably requested by City, both during and subsequent to the Term of this Agreement, in the establishment, preservation and enforcement of City's rights in the Work Product.

11. Termination.

- a. Notice of Termination. This Agreement may be terminated by either the City or the Contractor at any time for any reason, with or without cause, by giving fourteen (14) days from written notice of termination. The City may terminate this agreement immediately upon written notice in the event Contractor engages in gross or willful misconduct which causes material damage to the City.
- b. Payment Upon Termination. The City will pay Contractor for all Services performed by Contractor through the date of termination.

12. General Provisions.

- a. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements, representations and understandings of the parties, written or oral.
- b. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
- c. Amendment. This Agreement may be amended only by written agreement of the parties.
- d. Notices. All notices permitted or required under this Agreement shall be in writing and shall be delivered in person or mailed by first class, registered or certified mail, postage prepaid, to the address of the party specified in this Agreement or such other address as either party may specify in writing. Such notice shall be deemed to have been given upon receipt.
- e. Assignment. This Agreement shall not be assigned by either party without the consent of the other party.
- f. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws rules.
- g. No Waiver of Rights. A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.

IN WITNESS WHEREOF, the City and the Contractor have each executed and delivered this Agreement as of the Effective Date.

CITY OF PEKIN, ILLINOIS

PLACEMAKERS, LLC

By: _____
John McCabe, Mayor

By: _____
Dan Newcomb, Principal

Attest: _____
Sue McMillan, City Clerk

Attachment: Independent Contract - GIS Services 11-13-18 (1550 : Contract for GIS Services with Placemakers, LLC)



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: November 7, 2018

From: Michael Guerra, City Engineer

AGENDA ITEM: Funding Safe Route to School Application

AGENDA DATE REQUESTED: November 13, 2018

ACTION REQUESTED: Approve Resolution No. 124-18/19

DESCRIPTION: This resolution is to ensure the City of Pekin will provide funding for a Safe Route to School application the Engineering Department is preparing. The Safe Route to School Program is an Illinois Department of Transportation (IDOT) funded program dedicated to provide safe routes for children to walk or bike to school. This program will reimburse approved projects up to 100% of the eligible expenses up to a maximum of \$200,000. However, since this program is a reimbursable program, IDOT requires a resolution from the City ensuring funding of the project will be dedicated for the initial cost of the project.

The Engineering Department is preparing an application in conjunction with District 108 for improvements to the sidewalks between Jefferson Primary School and Washington Intermediate School. While the final scope of the project for the application has not been finalized, the Engineering Department will keep the application within the maximum amount allowed.

FINANCIAL IMPACT: Up to \$200,000 will have to be dedicated in FY20 budget for this project if funding is awarded. The City will be reimbursed at 100% of the cost of the construction of the project at its completion.

NEIGHBORHOOD CONCERNS: If the project is awarded funding then this will provide for improved sidewalks, curb ramps at intersections, and improved crosswalk markings for sidewalks between Jefferson School and Washington School.

IMPACT IF APPROVED: The resolution will be included in the application for Safe Routes to School Funding from the City.

IMPACT IF DENIED: The City will not submit the application for funding from the Safe Routes to School Program as the resolution is a requirement for submission.

ALTERNATIVES: N/A

RELATED TO EFFICIENCY STUDY: Applying for funding for infrastructure

improvements.

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

WHEREAS, Safe Route to School Program (SRTS) uses a multidisciplinary approach to improve conditions for the walk or bike to school; and

WHEREAS, SRTS projects for fiscal cycle 2019 are funded at 100% with no local match required up to a maximum amount of \$200,000; and

WHEREAS, STRS is a reimbursement program where the City is responsible for supplying up front cost of the project and will be reimbursed by IDOT; and

WHEREAS, the City will submit an application for sidewalk and crosswalk improvements in the area of Jefferson School and Washington School; and

WHEREAS, the City's application will not exceed the maximum award amount of \$200,000 for improvements.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Pekin, Illinois, that the City will to 1) dedicate funding in the City's fiscal year 2020 for the total cost of the project not to exceed \$200,000, 2) approve City staff to submit the application for Safe Route to School for sidewalk improvements in the area surrounding Jefferson School and Washington School; and execute any necessary documentation to complete the application.

MAYOR

ATTEST:

CITY CLERK



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: November 1, 2018

From: Mark Rothert, Interim City Manager

AGENDA ITEM: Determination of Estimated 2018 Property Tax Levy

AGENDA DATE REQUESTED: November 13, 2018

ACTION REQUESTED: Approve Resolution No. 123-18/19 declaring the City's intention to establish a 2018 tax extension that does not exceed 105% of its 2017 tax extension.

DESCRIPTION: 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.

FINANCIAL IMPACT: There is no expense associated with the item.

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: The City Council will set an upper threshold for the 2018 tax levy that is not to exceed 105% of the previous year's levy.

IMPACT IF DENIED: The City Council will have to establish another estimate of the tax levy.

ALTERNATIVES: If the City Council desired, it could instead state an intention to exceed 105% of its 2017 tax extension, thus paving the way to hold a public Truth in Taxation Hearing and then adopt a levy extension that exceeds 105% of the 2017 tax extension in December.

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:		

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

WHEREAS, The City Council of the City of Pekin, Illinois, a home rule corporation herein referred to as "City", wishes to comply with the Truth in Taxation Act, ILCS Chapter 35:200/18-60; and

WHEREAS, The City has duly deliberated on the estimate of the annual aggregate levy; and

WHEREAS, this determination is made more than twenty (20) days prior to the proposed adoption of the City's aggregate levy and in compliance with the Truth in Taxation Act;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Pekin, Illinois, that:

1. The City has determined the amount of money, exclusive of any portion of that levy attributable to the cost of conducting an election required by the Election Law, estimated to be necessary to be raised by taxation for the 2018 tax levy does not exceed six million eight hundred twenty three thousand two hundred and sixty nine dollars (\$6,823,269) which is not more than 105% of the aggregate extensions for the 2017 tax levy, which was about \$6,498,352.

2. The Mayor is authorized and empowered to execute this Resolution on behalf of the City Council.

MAYOR

ATTEST:

CITY CLERK