

**CITY OF PEORIA
C O N T R A C T**

PW 01-14

This agreement, made and entered into this 1st day of June A.D., 2014 by and between the City of Peoria, a municipal corporation, party of the first part, and METEC, 2605 Krause, Peoria, IL 61605, his/their executors, administrators, successors or assigns, party of the second part.

WITNESSETH: That for and in consideration of the payments and agreements mentioned in the proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the bond referring to these presents, the party of the second part agrees with said party of the first part, at his/their own proper costs and expense to furnish and deliver all the work, materials and supplies in accordance with the specifications contained in said proposal, and in full compliance with all of the terms of this agreement.

IT IS UNDERSTOOD AND AGREED that the instructions to bidders, proposal, and bid and specifications are component parts of this contract and shall be deemed a part hereof. It is also understood and agreed that the contractor shall not assign, transfer, convey or otherwise dispose of this contract, or his right to execute it, or his right, title or interest in or to it or any part thereof, unless the previous written consent of the City Manager of the City of Peoria shall first be obtained thereto.

IN WITNESS WHEREOF, the said parties have executed these presents on the date above mentioned.

In accordance with the attached council communication, pricing and program information METEC in conjunction with The Peoria Opportunities Foundation will provide lawn mowing services to the City of Peoria.

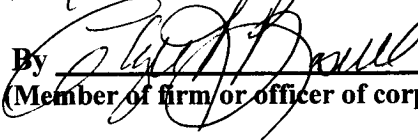
The contract will begin June 3, 2014 and end September 3, 2014.

THE CITY OF PEORIA


By 
City Manager

PARTY OF THE SECOND PART

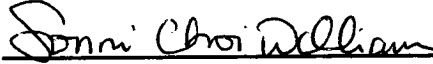

(Name of individual, firm, or corporation)

By 
(Member of firm or officer of corporation)

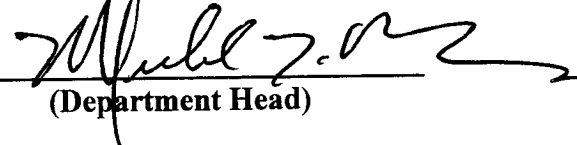
APPROVED FINANCE DEPARTMENT

By 
(Name of Individual)

APPROVED LEGAL DEPARTMENT

By 
(Name of Individual)

APPROVED USING DEPARTMENT

By 
(Department Head)

Youth Employment Lawn Care Program

I. Program Summary

METEC and Peoria Opportunities Foundation (POF) are partnering to provide the Youth Employment Lawn Care Initiative in East Bluff and South Side neighborhoods. Using their program and management experience, this collaboration will provide work experiences for 15 young people during the summer. Lawns will be mowed between June 3rd 2014-September 3rd 2014.

The Summer Youth Lawn Mowing program is a small business, youth employment program. Youth will mow grass, trim weeds and pick up litter on vacant lots in the East Bluff and South Side neighborhood. While learning the art of cutting grass youth will also learn the basics of creating and operating a small business. Revenue from this program will be generated at a cost of \$12.50 a lot. 340 lots will be cut on a bi weekly basis. 288 lots are located on the South Side. There is a revenue shortage. This program will receive additional sponsorship from LISC to cover the gap and any unexpected expense with labor and insurance.

The Youth Employment Lawn Care Program targets at-risk young people between 16-19, and living in neighborhoods in the East Bluff and South Side. The program serves a maximum of 14 youth who will be employed in lawn care and neighborhood clean-up activities. On average 170 lots will be cut each week. Most of the lots on the Southside are next to each other. Travel time will be reduced and cutting time will increase based on the proximity of the lots.

The Youth Employment Lawn Care Program was created to:

- Introduce a young workforce to real-world labor expectations
- Teach employment skills
- Provide a wage to youth during the summer
- Improve visual curb appeal of East Bluff and South Side neighborhoods
- Provide opportunities for career training, academic improvement and financial literacy.

Expanding on the model that POF used in 2013, this program combines employment training with academic support. This strategy has proven to be the most effective way to keep youth out of the juvenile justice system. Employment training will cover the job application process, job survival, job termination/ references, appropriate dress, attendance, punctuality, teamwork, following instructions, and dealing with the employer when there are problems. The program also provides many additional services including;

- Financial literacy;
- Leadership training;
- Community service opportunities;

Financial literacy will be incorporated to offer skills on money management and provide banking opportunities for participants to cash their paychecks.

METEC's mission is to empower families and individuals to improve their financial well-being through housing counseling, credit counseling, financial education, and employment preparation.

METEC has managed summer youth employment programs for two years with over 40 young people participating.

METEC has expertise in workforce development and previous summer youth employment programs. POF implemented a successful summer youth lawn care program in 2013. They mowed more than 40 yards for residents. METEC will be the lead agency to manage the program. They will be responsible for salaries, all required insurance and overall program management. Funds will pay for insurance and repairs on the truck POF used in 2013. POF has the truck titled in their name and the insurance in their names. It will remain as such for 2014. METEC will secure Workmen's compensation insurance. The premium will be paid by the program.

The Youth Employment Lawn Care initiative has the support of City Councilwoman Denise Moore and Councilman Tim Riggenbach, along with the Director of Public Works Mike Rogers. While this is the first year for the collaboration between METEC and POF, both agencies are committed to making this a successful program both for the community and youth.

II. Need for the Lawn Care Program

There are over 600 vacant lots in the city that require yard upkeep. 323 are on the Southside of Peoria. Vacant lots are not just an eyesore but tend to attract unwanted loitering and crime. Residents in the Harrison Impact Zone stated they wanted to improve the overall appearance of their neighborhood. Their number one objective was to clean up yards. Residents contributing to the 2009 Glen Oak Zone Plan stated that there are too many youth loitering in the neighborhood with nothing constructive to do. They also expressed a desire to make the neighborhood look nicer. The Youth Employment Lawn Care program provides meaningful employment and the opportunity to attain employability skills. This program also offers crime prevention opportunities. Based on a study prepared for Northeastern University, lack of job opportunities reduces teens' exposure to the work world. Being jobless increases their risk of hanging out on the street, and exposure to or participating in urban violence and delinquent behavior.

III. Payments and Salaries

Youth will work on average 4 hour days 3 days a week. The salary will be minimum wage of \$8.25 an hour. One manager will supervise all youth. All program participants are required to attend a program orientation and employment training session. All participants and staff working with the YELC program will undergo a background check.

METEC will be responsible for all wages, fringe benefits and Workers Compensation, in accordance with METEC's policies. Participants will have the option of being paid with a check or direct deposit. METEC is responsible for meeting applicable Internal Revenue Service requirements regarding Federal withholding, State withholding, FICA and other withholding requirements.

A) Time Sheets

Worksite supervisors will be responsible for keeping accurate timesheets and attendance of each client, and will submit timesheets to METEC's office. Worksite managers fully understand that non-worked hours or recreational activities are not to be reported for payment on the timesheet. Youth cannot work holidays. Youth cannot be paid for lunch time.

IV. TARGET POPLUATION

The Youth Employment Lawn Care Program targets at-risk young people between 16-19, and living in neighborhoods in the East Bluff and South Side.

V. OUTREACH AND RECRUITMENT

Job Fairs, students in the ELITE program, and recruitment at Manual and Peoria High schools will be used to fill positions in the Youth Employment Lawn Care Program.

A) Application Process and Orientation

Enrollment in the program will begin May 24th. Applications will be accepted through May 30th.

To apply all youth must attend an orientation session scheduled during the last week of May. At the orientation session each young person must bring a valid driver's license or state ID, passport, alien and social security card. Students will participate in training on how to cut lawns, and safety procedures.

C. Written policies and procedure

Once hired, each participant will receive an employee handbook, and training curriculum. The employee handbook explains the summer program, job descriptions, and METEC's hours of operations, how time sheets are to be handled, and protocol for missing work. Any youth that does not have a high school diploma or GED will be encouraged to register in GED classes held at METEC and operated by Illinois Central College.

Budget Narrative:

A. Salary – Total: \$26,037.00Program Manager **\$5,850.00**14 Youth working 3 days a week 4/hours a day **\$18,018.00**

1 Program Manager, 14 youth employees

Manager works 4 hours/day; 6 days/ wk., with 7 youth. Two days in East Bluff, 4 days on South Side

Each youth employee works 3 days a week; 4 hours/day, at minimum wage, potentially making \$99/wk.

B. Fringe Benefits for both \$2,246.00**C. Supplies – Total: \$2,469.00**

Gas for truck and lawn mowers

Lawn bags, trash bags, gas cans,

D. Equipment 970.00

Purchase 4 lawn mowers and one weed wacker

E. Purchase or repair truck \$3,000

Funds will replace the broken truck POF received from the City.

F. Program Administration \$3,000**G. Insurance- workers compensation \$21,480.00**

East Bluff - South Side Lawn Care Program

PROGRAM EXPENSES

Equipment

	Cost	Qty	Total	
Lawn mowers	\$225	4	\$900	
Weed wackers	\$70	1	\$70	
TOTAL				\$970

Supplies

Gas cans	\$15	0	\$0	
gloves	\$2	21	\$42	
Trash Bags - 900 bags	\$10 for 50		\$50	
Yard Waste Bags - 500	\$7 for 15-pak		\$300	
Insurance			\$2,148	
T-shirts	<u>25@ \$10.00</u>		\$250	
Cell phone - supervisor				
Business Cards		1000	\$150	
Misc.			\$300	
TOTAL				\$3,240

Weekly Expenses

	Hours	Rate	Qty	Per week	# Weeks	
Admin						\$3,000
Program Manager	30	\$15	1	\$450	13	\$5,850
Youth employees	12	\$8.25	14	\$1,386	13	\$18,018
Payroll service	3	\$12.00	1	\$36	12	\$432
Benefits & taxes		8%		\$150	12	\$1,797
Admin Benefits		8%				\$240
Gas - lawn mowers & Trucks		\$3.99	15	\$60	12	\$718
Purchase Truck						3000
Incidentals						\$235
Program Total						\$37,500

		#Lawns per week	\$Fee per lot	#Weeks cutting lawns	
PROGRAM REVENUE					
South Side					
City Lots - Cut once every 2 wks.	288	144	12.50	12	\$21,600
Residential					
Commercial					
East Bluff					
City Lots - Cut once every 2 wks.	52	26	\$ 12.50	12	\$3,900
Residential					
Commercial					
Chuck Weaver					\$1,000
LISC Grant					\$11,000
City lots maintained	340				
TOTAL		170			\$37,500

East Bluff - South Side Lawn Care Program

1 Program Manager, 14 youth employees

Manager works 4 hours/day; 6 days/ wk., with 7 youth. Three days in East Bluff, 3 days on South Side
 Each youth employee works 3 days a week; 4 hours/day, at minimum wage, potentially making \$99/wk.

Program duration -

Full-time (Mon-Sat) 12 weeks; June 2 - Sept 5 all employees

1 kid is weed whacking	kids/day	hours/day	lawns/hr.	Lawns/day	days/wk.	Lawns/wk.	
	6	4	1.5	36	4	144	South Side
	6	4	1	24	2	26	East Bluff
						170	Total Lots



City of Peoria

419 Fulton Street
Peoria, IL 61602

Legislation Text

File #: 14-204, Version: 1

ACTION REQUESTED:

Communication from the City Manager, Community Development Director, and Public Works Director with a Recommendation to Approve a CONTRACT with WINEINGER AND SONS, in the Amount of \$31,200.00, and METEC (Mt. Zion's Effort to Equip the Community) and PEORIA OPPORTUNITIES FOUNDATION (POF), in the Amount of \$28,800.00, for the 2014 MOWING OF VACANT LOTS Held by the PEORIA COUNTY TRUSTEE.

BACKGROUND:

The Peoria County Trustee acquires properties through the tax deed process. The Trustee holds these properties on behalf of all taxing bodies until they are sold at auction. If the properties are not sold at the auction, they remain in the possession of the Peoria County Trustee indefinitely.

However, the Trustee does not maintain the properties. As such, the responsibility to maintain properties within the corporate limits of Peoria falls to the City. Traditionally this maintenance has been administered through the work order process that is used for privately held vacant properties. A complaint or on-site case would be opened; a Code Enforcement Inspector would visit the site to verify that the violation existed and would then issue a work order for a private contractor to abate the violation.

This reactive process is necessary for privately held properties because there is no method to determine whether a violation will occur on a property until it actually occurs. However, we know that properties held by the Trustee will need to be maintained during the warmer months.

The Community Development and Public Works Departments have worked together over the past few months to move the Trustee held lots from a reactive process to a proactive process, similar to the process used for City owned properties.

To that end, the RFP for 2014 lot maintenance services included Trustee held properties and City held properties. The initial thought was that the contract for the maintenance of City held properties would be managed from the Public Works Department, and the contract for the maintenance of Trustee held properties would be managed from the Community Development Department. Upon further discussion, it was determined that the more efficient approach would be to have both contracts managed from the Public Works Department.

As with the City owned properties, the Trustee held properties would be placed on a scheduled maintenance calendar. In total, this will result in the proactive cutting of over 700 parcels during the growing months, rather than the traditional reactive approach to over 500 of these parcels. Historically, the Peoria County Trustee lots were cut 3 to 5 times each year. In 2014, the Peoria County Trustee lots will be cut 9 to 10 times.

The table below outlines the approach and responsibilities related to property maintenance.

File #: 14-204, Version: 1

Property Maintenance Responsibilities	Cutting of Grass and Weeds & Minor Litter Items	Dumping of Garbage, Litter, Car Parts, etc.	Housing Code Violations
City Owned Property	Public Works - Private Contractor - Scheduled Rotation	Public Works - City Personnel	Not Applicable
Trustee Held Property	Public Works - Private Contractor - Scheduled Rotation	Community Development - Private Contractor - Work Order	Not Applicable
Vacant Privately Held Properties	Community Development - Private Contractor - Work Order	Community Development - Private Contractor - Work Order	Not Applicable
Occupied Privately Held Properties	Community Development - Private Contractor - Abate Notice then Work Order	Community Development - Private Contractor - Abate Notice then Work Order	Community Development - Hearing Officer

The selected contractor for the rotation cuts of Trustee held properties is WINEINGER AND SONS and METEC and Peoria Opportunities Foundation (POF). They represent the lowest bidder at a cost per cut per lot of \$12.50.

FINANCIAL IMPACT: Funds were budgeted for 2014 in account 101-1916-507.36-14

NEIGHBORHOOD CONCERNS: Tall grass and weeds are a blighting influence to neighborhoods and can cause health concerns

IMPACT IF APPROVED: Blight would be reduced in neighborhoods as Peoria County Trustee lots would be cut much more frequently than years past

IMPACT IF DENIED: Lots would be cut less frequently and they older work order process would be utilized.

ALTERNATIVES: Continue to use old work order process

EEO CERTIFICATION NUMBER:

WHICH OF THE GOALS IDENTIFIED IN THE COUNCIL'S 2014 - 2029 STRATEGIC PLAN DOES THIS RECOMMENDATION ADVANCE?

1. Attractive Neighborhoods with Character: Safe and Livable
2. Financially Sound City Government, Effective City Organization

WHICH CRITICAL SUCCESS FACTOR(S) FROM THE COMPREHENSIVE PLAN DOES THIS RECOMMENDATION IMPLEMENT?

1. Reinvest in neighborhoods.
2. Have an efficient government.
3. Keep taxes and fees competitive.

Supplemental Contract Inclusions

CITY'S AGENT- The City Legal Department shall represent and act for the City in all matters pertaining to the contract.

HUMAN RIGHTS ACT - The contract will be subject to and governed by the rules and regulations of the Illinois Human Rights Act 775ILCS5/1-101 et seq. and as amended, the provision of Chapter 775 of the Illinois Compiled Statutes 5/2-105 on Sexual Harassment written policies.

CANCELLATION - The City reserves the right to cancel the whole or any part of the contract, if the contractor fails to perform any of the provisions in the contract or fails to make delivery within the time stated. The cancellation notice will be written and delivered by certified mail to contractors address on record. In the event the contract is canceled, "the vendor may be declared an irresponsible vendor by the City manager...and as a result may be disqualified from doing business with the City for the period of one year in accordance with City Ordinance Section 10-102". The contractor will not be liable to perform if situations arise by reason of strikes, acts of God or the public enemy, acts of the City, fires or floods.

DELINQUENT PAYMENT - By the signing of this bid, the Bidder is certifying that the company is not delinquent in the payment of any indebtedness, tax, fee, liens, fines owed or accruing to the City of Peoria or in the payment of any tax administered by the Illinois Department of Revenue and is in compliance with the terms and conditions of Section 10-109 of the Peoria City Code; and Chapter 65 of the Illinois Compiled Statutes, Section 5/11-42.1-1.

PERMITS AND LICENSES - The successful bidder shall obtain, at his own expense, all permits and licenses which may be required to complete the contract.

INSURANCE - The successful Proposer shall obtain, at its own expense, all necessary insurance with regard to its fiduciary responsibility to the City of Peoria. Said Proposer shall indemnify and hold harmless the City of Peoria, its officials, officers, directors, employees, heirs and assigns from any and all actions, claims, demands or suits at law or equity for damages, costs, loss or other injury as a result of the contract. The City does not assume any liability for acts or omissions of contractor and such liability rests solely with contractor.

Contractor's Insurance – The contractor and all subcontractors shall secure and maintain such insurance policies as will protect the contractor or subcontractors from claims for bodily injuries, death or property damage which may arise from operations under this Contract whether such operations be by contractor or anyone employed by contractor directly or indirectly. The following insurance policies are **required**:

Statutory Worker's Compensation

Comprehensive General Liability

Combined Single Limit	\$1,000,000.00
Property Damage	\$1,000,000.00

Automobile Public Liability and Property Damage

Combined Single Limit	\$1,000,000.00
Property Damage	\$1,000,000.00

Insurance Inclusions – The comprehensive general liability insurance shall include independent contractors' protective liability, products and completed operations broad form property damage coverage. The completed operations and products liability shall be maintained for two years after final payment.

Contractual Liability – The insurance required above shall include contractual liability insurance coverage for the contractor's obligations under the section below entitled, "Hold Harmless and Indemnification Agreement".

Certificates of Insurance – Certificates of insurance acceptable to the City indicating insurance required by the Contract is in force shall be filed with the City prior to contract approval by the City. These certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the City.

GOVERNING – This contract will be governed by the laws of the State of Illinois. The contractor/vendor agrees that **Chapter 10 of the Code of the City of Peoria** is hereby incorporated by reference, as if set out verbatim."