



**REGULAR CITY COUNCIL MEETING
MONDAY, OCTOBER 8, 2018
5:30 PM**

1.	Pledge of Allegiance
2.	Call to Order
3.	Approve Agenda
3.1.	Approve agenda
4.	Approval of Minutes
4.1.	Approval of Minutes
4.2.	City Council - Special Meeting - Aug 20, 2018 5:00 PM
4.3.	City Council - Regular Meeting - Sep 24, 2018 5:30 PM
5.	Public Input
6.	Consent Agenda
6.1.	International Alpha Delta Kappa Month
6.2.	Liquor Commission Minutes August 30, 2018
6.3.	Liquor Commission Minutes for June 28, 2018
7.	New Business
7.1.	Ordinance No. 2804-18/19 Amending Title 3, Chapter 3, Section 6 of the Code of the City of Pekin 1995 Regarding Employees Under the Age of 18 Years ACTION REQUESTED: Adopt ordinance.
7.2.	Resolution No. 117- 18/19 Vehicle Maintenance Agreement for Head Start ACTION REQUESTED: Approve Resolution 117-18/19 to enter into an agreement with Tazewell-Woodford Head Start for vehicle maintenance for a term ending June 30, 2020.
7.3.	Agency Agreement with Illinois Department of Transportation for the Rehabilitation of

	the Runway at the Pekin Municipal Airport ACTION REQUESTED: To approve the agency agreement with Illinois Department of Transportation for the Pekin Municipal Airport Runway Project
7.4.	Purchase of Five (5) Squad Car Computers Not To Exceed \$25,000. ACTION REQUESTED: Purchase of five (5) squad car computers, including mounting hardware and warranty. Items to be purchased out of state mandated DUI fund.
8.	Any Other Business To Come Before The Council
9.	Executive Session 5 ILCS 120/2 (c) 6. Setting a price for sale or lease of Municipal Owned Property
10.	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 SPECIAL 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 AUGUST 20, 2018 AT 5:00 O'CLOCK P.M.
JOHN MCCABE * CHAIR * PRESIDING

PLEDGE OF ALLEGIANCE

Council received notice of a special meeting on August 16, 2018 for the purpose of moving to closed session 5 ILCS 120/2 (c.) 1. Personnel.

All Council Members were physically present for roll call. A quorum was declared.

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

APPROVE AGENDA

Motion by Council Member Ritchason, seconded by Council Member Abel that the Agenda be approved as presented. On roll call vote all present voted Aye.

PUBLIC INPUT

No comments were received.

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

Motion by Council Member Luft, seconded by Council Member Garrison that the Council move to Executive Session at 5:02 p.m. to discuss 5 ILCS 120/2 (c) 1. The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body. On roll call vote, all present voted Aye.

ADJOURN

Not further business to come before the Council motion was made by Council Member Luft, seconded by Council Member Ritchason to adjourn. Motion carried viva voce. Mayor adjourned the meeting in open session.

COUNCIL ADJOURNED AT 5:20 P.M.

Minutes Acceptance: Minutes of Aug 20, 2018 5:00 PM (Approval of Minutes)

 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 SEPTEMBER 24, 2018 AT 5:30 O'CLOCK P.M.
 JOHN MCCABE * CHAIR * PRESIDING

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor McCabe.

The Clerk confirmed that all Council Members were present. A quorum was declared by Mayor McCabe.

Attendee Name	Title	Status	Arrived
James A Schramm	Council Member	Present	5:17 PM
Michael Garrison	Councilman	Present	4:25 PM
Lloyd Orrick	Mayor Pro-Tem	Present	4:20 PM
John P Abel	Council Member	Present	4:25 PM
Michael Ritchason	Council Member	Present	5:19 PM
Mark Luft	Council Member	Present	5:13 PM
John McCabe	Mayor	Present	4:20 PM

APPROVE AGENDA

3.1. Motion to: **Approve agenda**

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

APPROVAL OF MINUTES

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

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

4.2. **City Council - Regular Meeting - Sep 10, 2018 5:00 PM**

PUBLIC INPUT

Jim Mangan spoke against the Redevelopment Agreement with Maquet, Inc. and SPWT, LLC and asked Council to reject the proposal.

Donald Shore, Mike Neville, Alice Neville, Charity Gillett, Brandon Zimmerman, Justin Michaels, Elaine Ritchie addressed the Council to express their individual reasons in supporting and asking Council to approve the Special Use Request for a park.

CONSENT AGENDA

6.1. **Pekin Plan Commission Minutes - August 8, 2018 Meeting**

6.2. **Zoning Board of Appeals Minutes - May 9, 2018**

Minutes Acceptance: Minutes of Sep 24, 2018 5:30 PM (Approval of Minutes)

6.3. Pekin Area Chamber of Commerce Day**6.4. Tazewell County Animal Control - August 2018****6.5. Motion to: Motion to Approve Consent Agenda**

Mayor McCabe presented the Consent Agenda and read the Proclamation Pekin Area Chamber of Commerce Day. The consent agenda items were approved by omnibus vote of Council.

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

PRESENTATION STORM WATER PROJECTS

City Engineer Michael Guerra introduced Project Engineer Josie Esker. Mrs. Esker gave a power point presentation of the accomplishments of working with the Street Department on designing and constructing projects throughout the City. Projects including the purchase of a mini excavator, before and after pictures of the DeSoto Court ditch, Orchard Avenue ditch and Dogwood Lane, all which presented the cost savings to the City.

Mayor McCabe, Council Member Orrick and Council Member Abel thanked the members of the subcommittee for putting these projects together.

UNFINISHED BUSINESS**8.1. 1515 : Motion to remove from the table and to adopt Ordinance Adopting the 2015 International Building Codes**

City Inspector John Lebegue presented the proposed ordinance adopting the 2015 version of the International Building Code. Mr. Lebegue explained that three versions have been published since the 2006 code. He continued to explain that all the fees have been removed and will be included in the recodification as a separate ordinance. Key aspects of the proposed code include elimination of sprinkler systems in residential homes, load bearing walls in residential constructions, and the requirement of stamped plans for commercial and industrial construction to protect the welfare health and safety of the public.

Chief Kurt Nelson added that the fire code blends well with the 2015 International building code as they were written together.

Council Member Luft, Council Member Orrick and Council Member Garrison were each against the 2015 International Building Code.

RESULT:	ADOPTED [4 TO 3]
MOVER:	Michael Ritchason, Council Member
SECONDER:	James A Schramm, Council Member
AYES:	James A Schramm, John P Abel, Michael Ritchason, John McCabe
NAYS:	Michael Garrison, Lloyd Orrick, Mark Luft

NEW BUSINESS**9.1. Ordinance No. 2802-18/19 An Ordinance Providing For And Approving The Third Amendment To The Pekin South Industrial Park Tax Increment Financing District Redevelopment Project Area, Plan & Projects**

Interim City Manager, Mr. Mark Rothert, explained that the proposed Ordinance does not change the findings of the TIF study or outline.

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

9.2. Ordinance No.2803-18/19 Redevelopment Agreement with Maquet, Inc. and SPWT, LLC for use of Central Business District Tax Increment Financing for redevelopment of 223 Court Street, Pekin, Illinois.

Interim City Manager, Mr. Mark Rothert introduced the item and owner of Maquet's Railhouse approached the podium to answer questions from Council. He explained that he is asking for assistance from the City through its Central Business District tax increment financing (TIF) fund with total estimated projects costing around \$590,000 to expand his business to an adjacent property at 223 Court Street. Mr. Maquet is requesting TIF assistance in the amount of \$389,000 to assist with land assembly, site preparation, rehabilitation and renovation. The expansion would include the availability of additional seating, kitchen, new menu items, extra capacity for cold and dry storage and additional bathrooms. The second floor to the building will not be utilized at this time. Since this project is a restaurant expansion in addition to a real estate redevelopment, the City should realize an annual return on investment through increased sales tax generation and property valuation. Mr. Maquet also plans to hire 8-10 full-time equivalents with the expansion as well. Mr. Rothert stated that Maquet's Railhouse is currently producing a 7-8% return each year to the City thus far. Mr. Maquet is anticipating opening in late spring to early summer next year.

Council Member Abel, Council Member Luft and Mayor McCabe were all in favor.

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

9.3. Request for Special Use Authorization for a private park use on a vacant parcel on Black Street

City Inspector, Mr. John Lebegue, presented the petition by Alice Neville for a Special Use Authorization to establish a private park use on a vacant parcel on Black Street, currently located in the B-3, General Business District, located to the north of 1307 Derby Street and to the south of 1219 Black Street. Ms. Neville proposes to construct the private park to provide a safe play environment for the neighborhood children, as no public park is located in that area of the city. No use category for a public or private park use exists in any of the use districts of the current zoning code, therefore the proposed private park use is being considered a special use and being reviewed for its appropriateness at the proposed location by the Plan Commission. It was a unanimous decision to approve the special use by the Plan Commission.

Mike Neville approached the podium to answer questions from Council. Mr. Neville stated that him and his wife own Rocky Top, Inc. and Rocky

Top Real Estate Co. They are asking for donations and want to consider what neighbors think and about liability, but they intend to improve it in some way.

Council Member Luft, Council Member Garrison, Council Member Abel, Council Member Orrick and Mayor McCabe all spoke in favor.

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

9.4. Purchase Agreement for an IT Server in the amount of \$13,332.48

Interim City Manager, Mr. Mark Rothert presented the item to authorize the Interim City Manager to direct IT to purchase a new server with 3 years maintenance in the amount of \$13,332.48. The city IT Department proactively replaces servers due to age at 4 to 5 year intervals. Once a server reaches 5 years of age its reliability decreases rapidly and failure of that server becomes increasingly likely. Server failure can affect several core city applications such as Email, GIS, E-Ticketing (Dacra), and the file servers that all city users use to store their work files. The oldest two servers in the City's Server Environment are both 4 years old. By replacing one of the two oldest servers this year, the city will successfully have all servers on a two per year replacement schedule with all replacements happening in a timely manner within the 4 to 5 year timeframe. This will allow for easier budgeting for the IT Department as well as ensure the server environment continues to operate at peak reliability and efficiency. The server replacement is a budgeted expense.

Council Member Orrick asked what the breakdown of costs were. Mr. Rothert advised that he did not have that information with him but would provide it after the meeting.

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

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Dave Nutter approached Council for clarifications from the engineering department on the excavator purchase. He also expressed his approval regarding the stormwater projects and inquired about the property next to Gold's Gym. Council Member Abel answered that it will be a Hampton Inn.

Jim Mangan provided a handout to Council Members with information on switching the current budget system from Officer to the IL Municipal Budget Law.

Interim City Manager announced that he attended the IML Conference in Chicago.

Council Member Orrick thanked the community for coming forward with the neighborhood park.

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

Motion was made by Council member Abel and seconded by Council Member Luft to

move to executive session at 7:05 PM to discuss 5 ILCS 120/2 (c.) 1. Personnel The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body, including hearing testimony on a complaint lodged against an employee to determine its validity.

11.1. Motion to: Motion To Move to Exec Session

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

ADJOURN

No further action to come before Council, motion was made by Council member Luft, seconded by Council Member Garrison that Council adjourn. Motion carried viva voce. Mayor McCabe adjourned the meeting in open session at 7:24 PM.

Minutes Acceptance: Minutes of Sep 24, 2018 5:30 PM (Approval of Minutes)

**REQUEST FOR COUNCIL ACTION****To: Council Members****Date: October 2, 2018****From: Sue McMillan, City Clerk****AGENDA ITEM:** International Alpha Delta Kappa Month**AGENDA DATE REQUESTED:** October 8, 2018**REQUIRED SIGNATURES****Department Directors and City Staff:**

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

Office of the Mayor



Proclamation

WHEREAS, Alpha Delta Kappa is celebrating International ADK Month, in October; and

WHEREAS, the International Honorary Sorority for Women Educators recognizes women who have proven themselves to be strong, efficient professional teachers; and

WHEREAS, it builds a fraternal fellowship, promotes high standards of education, sponsors educational and altruistic projects, and contributes to world understanding through an international fellowship of women educators; and

WHEREAS, scholarships and grants are available to ADK members for study and travel. An International Teacher Education Scholarship is granted to a foreign student who agrees to return to her own country and teach for a year; and

WHEREAS, the Alpha Theta Chapter of Alpha Delta Kappa at Pekin is comprised of 25 active members who are retired teachers; and

WHEREAS, in addition to fellowship and business, the Alpha Delta Kappa Chapter has been active in community and charity work. Our goals are to promote excellence in education through scholarships and other activities. We also place an emphasis on Altruism promoting charitable projects locally, nationally and internationally.

NOW, THEREFORE, BE IT RESOLVED that I, John McCabe, Mayor of the City of Pekin, Illinois, do hereby proclaim the month of October, 2018, to be

“INTERNATIONAL ALPHA DELTA KAPPA MONTH”

in the City of Pekin, Tazewell County, Illinois

ADOPTED, this 8th day of October, in the Year of Our Lord, Two Thousand and eighteen.

JOHN MCCABE
Mayor

ATTEST:

SUE E. McMILLAN
City Clerk

**REQUEST FOR COUNCIL ACTION****To: Council Members****Date: October 3, 2018****From: Elliff & Bosich, City Attorney****AGENDA ITEM:** Liquor Commission Minutes August 30, 2018**AGENDA DATE REQUESTED:** October 8, 2018**REQUIRED SIGNATURES****Department Directors and City Staff:**

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:



**LIQUOR COMMISSION MINUTES
THURSDAY, AUGUST 30, 2018 AT 4:00 P.M.
CITY HALL COUNCIL CHAMBERS
111 SOUTH CAPITOL STREET
PEKIN, ILLINOIS 61554**

Liquor Commissioner John McCabe called the meeting to order at 4:00 p.m.

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

ROLL CALL

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

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

APPROVAL OF AGENDA

Motion made by Commission Member Timm Schwartz, seconded by Commission Member Rose Hasler to approve the August 30, 2018 agenda.

Motion made by Commission Member Timm Schwartz, seconded by Commission Member Rose Hasler to remove item V. Liquor Commission Minutes dated June 28, 2018 from the agenda. On roll call vote all present voted Aye. Motion carried, the agenda was amended and approved.

PUBLIC INPUT/COMMENTS/QUESTIONS

Dustin Maquet addressed Commission Members and discussed lowering the pouring age for servers in restaurants from 21 to 18 to coincide with IL State law. Mr. Maquet proposed that the Commission consider amending the code to allow servers to twist a cap on a bottle or pour a draft beer behind the bar at the age of 18. He explained that all servers are BASSET trained, that they are already making the call to deliver the alcohol to the table, and believes it is just logistics issue for restaurants. He stated that it is common practice in bigger cities to stay at 21. Commission Members stated that we are home rule and we can be more restrictive but not less restrictive than the State.

The members of the Commission discussed how the proposed change would affect packaged liquor stores. Attorney Sue Bosich explained that the proposed change would only apply to restaurants and places that serve food, not liquor stores. The discussion continued that the ordinance change would not apply to bartenders but only servers in food establishments that generate 65% of food sales. The Commission Members discussed that this will help create employment for college kids.

Nick Filarski also addressed the members of the Commission. Mr. Filarski inquired about whether the proposed change would allow liquor stores to hire 18 year olds for stocking shelves. Attorney Sue Bosich stated that she would check the state statute on age requirements for stocking shelves. Deputy Liquor Commissioner asked that this item be put on next month's agenda.

NEW BUSINESS

None.

ANY OTHER BUSINESS

Liquor Commissioner John McCabe announced a new resolution the Governor signed that deals with the State having more control regarding the sale of alcohol and asked Attorney Sue Bosich to take a look at it.

Liquor Commissioner John McCabe also discussed the recodification and if changes need to be made.

Commission Member Rose Hasler made a motion to adjourn and was seconded by Commission Member Timm Schwartz. Meeting adjourned at 4:22 P.M.

Respectfully submitted
Nicole Stewart, Liquor Commission Secretary

**REQUEST FOR COUNCIL ACTION****To: Council Members****Date: October 3, 2018****From: Elliff & Bosich, City Attorney****AGENDA ITEM:** Liquor Commission Minutes for June 28, 2018**AGENDA DATE REQUESTED:** October 8, 2018**REQUIRED SIGNATURES****Department Directors and City Staff:**

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:



**LIQUOR COMMISSION MINUTES
THURSDAY, JUNE 28, 2018 AT 4:00 P.M.
CITY HALL COUNCIL CHAMBERS
111 SOUTH CAPITOL STREET
PEKIN, ILLINOIS 61554**

Liquor Commissioner John McCabe called the meeting to order at 4:10 p.m.

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

ROLL CALL

The following members were present for roll call: Liquor Commissioner John McCabe, Liquor Commission Member Rose Hasler, Fire Chief Kurt Nelson, Police Chief John Dossey and Commission Member Timm Schwartz. Deputy Liquor Commissioner Rick VonRohr was absent. A quorum was declared.

Also present: Attorney Sue Bosich and City Clerk Sue E. McMillan.

Motion made by Commission Member Dossey, seconded by Commission Member Schwartz to approve the June 28, 2018 agenda. Motion carried.

Motion made by Commission Member Hasler, seconded by Commission Member Nelson to approve the Commission meeting minutes of May 24, 2018. Motion carried.

PUBLIC INPUT/COMMENTS/QUESTIONS

Dustin Maquet addressed Commission Members and discussed lowering the pouring age for servers in restaurants from 21 to 18 to coincide with Illinois State law. He asked them to consider amending the City Liquor Code.

NEW BUSINESS

APPLICATION 2 PIASANO'S PIZZA INC. DBA TWO PIASANO'S PIZZA

The application for a Class A Liquor License from Aaron Rogers and Tim Mucciante at 930 South Second Street was presented to the Commission for recommendation to the Liquor Commissioner for approval. Attorney Sue Bosich instructed Mr. Rogers on completing the application fully. General questions of the members were answered.

Motion by Commission Member Nelson, seconded by Commission Member Schwartz that the application be approved. Motion carried.

RECOMMENDATION: LIQUOR CODE TITLE 3, CHAPTER, SECTION 4, AND SUBSECTION 4 V.

Liquor Commissioner McCabe presented the City Council's request for the commission to consider amendment to the section of the Code for premises where produce, grocery, meat, or drug products are sold. Mayor McCabe advised that the Council was presented the ordinance amending the subsection concerning sale of alcohol where motor fuel was sold and the subsection requiring the separate entrance provisions for premises from which grocery products were sold. Council did not support the section regarding gas stations at the meeting on May 29, 2018 but did support the amendment to remove the separate area for sale of alcohol where groceries were sold and gave direction to bring back to Council with the revised provisions.

Motion by Commission Member Dossey, seconded by Commission Member Nelson to allow the sale of alcohol in the common area of premises where produce, grocery, meat, drug products are sold.

Discussion followed regarding making the sale more assessable in grocery stores but Council's denial of sale of alcohol in gas stations. Attorney Bosich asked for clarification if the amendment would also allow sales in such stores as Walgreens. Members indicated that the topic had been thoroughly discussed and a recommendation had been already made. No formal recommendation was made.

Motion by Commission Member Schwartz, seconded by Commission Member Dossey to postpone Recommendation until the next Liquor Commission meeting. Motion carried.

DISCUSSION LIQUOR CODE TITLE 3, CHAPTER 3, SECTION 6

Members received a draft ordinance regarding an amendment to the section C(I) deleting twenty-one (21) and replacing with eighteen (18) which would allow 18 years and over servers to open and serve alcohol. Attorney Bosich stated she had contacted the State Liquor Commission to find where in the State Code that it allows 18 year olds to serve and clarification on "pouring" and "opening" before Amending the City Code. Discussion followed on 18 year old employees mixing drinks, definitions for Bartender and servers.

Motion by Commission Member Schwartz, seconded by Commission Member Dossey to postpone discussion for further information until the next Liquor Commission Meeting. Motion carried.

ANY OTHER BUSINESS TO COME BEFORE THE COMMISSION

Commission Member Nelson indicated that the old Missy's Restaurant was out of business. He inquired if the licensee had turned in their liquor license. The Clerk reported that the present license issued to Marlowe's Hometown Diner, LLC was not returned and would expire on April 30, 2019.

Commission Member Schwartz made a motion to adjourn, seconded by Commission Member Nelson.

Meeting adjourned at 4:51 P.M.

Respectfully submitted
Sue E. McMillan
City Clerk

**REQUEST FOR COUNCIL ACTION****To: Council Members****Date: October 3, 2018****From: Sue McMillan, City Clerk****AGENDA ITEM:** Liquor Code amended 18 year old employee pour**AGENDA DATE REQUESTED:** October 8, 2018**ACTION REQUESTED:** Adopt ordinance.**REQUIRED SIGNATURES****Department Directors and City Staff:**

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

**Ordinance No. 2804-18/19 Amending Title 3, Chapter 3, Section 6 of the Code of
the City of Pekin 1995 Regarding Employees Under the Age of 18 Years**

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 3, CHAPTER 3 SECTION 6
OF THE CODE OF THE CITY OF
PEKIN 1995 REGARDING EMPLOYEES.**

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

WHEREAS, the Code of the City of Pekin 1995, adopted on April 10, 1995, and duly published in book form contains within Chapter 3, Section 3 on Liquor Control;

WHEREAS, the City Council has determined that for the safe and responsible sale and consumption of alcohol within the City of Pekin, it is in the best interests of the City to amend Title 3, Chapter 3, Section 6.

WHEREAS, the City Council has determined that it is in the best interests of the City to amend the City Code regarding Liquor Control.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL
OF THE CITY OF PEKIN, ILLINOIS:**

1. That Title 3, Chapter 3, Section 6C(I) be amended by deleting “twenty-one (21)” and replacing with “eighteen (18)”

Section 6C(I) should read as follows:

For any individual under the age of eighteen (18) years to pour any alcoholic liquor;

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 this Ordinance takes precedence over and supercedes any and all Ordinances or parts of ordinances in conflict herewith.

BE IT FURTHER ORDAINED that this Ordinance shall be in full force and effect upon its passage and 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

3-3-6: EMPLOYEES:

A. Diseases: It shall be unlawful to employ in any licensed premises used for the retail sale of alcoholic liquor any person who is afflicted with, or who is a carrier of any contagious, infectious or venereal disease; and it shall be unlawful for any person who is afflicted with or a carrier of any such disease to work in or about any licensed premises or to engage in any way in the handling, preparation or distribution of such liquor.

B. Qualifications: It shall be unlawful to employ any person, except waiters and waitresses, not possessing the same qualifications as are necessary for the applicant to possess in order to secure a license under this Chapter, except the requirement as to citizenship in the United States and residency in the City of Pekin.

C. Under Twenty-One (21) Years of Age: It shall be unlawful to employ at a licensed premises other than a Club, Hotel, Motel or Restaurant, with or without compensation, or in any way directly or indirectly, use the services of an individual under the age of twenty-one (21) years. It shall be unlawful in a Club, Hotel, Motel or Restaurant,

(i) for any individual under the age of ~~twenty-one (21)~~ eighteen 18 years to pour any alcoholic liquor; and

(ii) for any individual under the age of eighteen (18) years to serve any alcoholic liquor

D. Restrictions on servers:

(Ordinance No. 2721-14/15 04-27-15 SOBER SERVICE)



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: October 3, 2018

From: Mark Rothert, Interim City Manager

AGENDA ITEM: Vehicle Maintenance Agreement for Head Start

AGENDA DATE REQUESTED: October 8, 2018

ACTION REQUESTED: Approve Resolution 117-18/19 to enter into an agreement with Tazewell-Woodford Head Start for vehicle maintenance for a term ending June 30, 2020.

DESCRIPTION: The City of Pekin has historically provided vehicle maintenance to Tazewell-Woodford Head Start ("Head Start"). The attached agreement sets out the terms and conditions of that services.

FINANCIAL IMPACT: Repairs and maintenance shall be billed to Head Start at the rate of \$65.00 per hour, plus parts. Parts shall be billed at cost plus twenty-eight percent (28%) of cost. Gas purchase shall be billed at cost plus \$0.05 per gallon. A \$25 shop supplied fee will be assessed and billed as necessary for jobs which require use of fluids, rags, and other supplies. The City of Pekin shall bill Head Start monthly for costs incurred. Head Start shall pay all such invoices within thirty (30) days of receipt.

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: Head Start vehicles are maintained in operating order

IMPACT IF DENIED: Head Start vehicles would have to find another vehicle repair facility.

ALTERNATIVES:

RELATED TO EFFICIENCY STUDY:

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

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

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

A Strong Foundation. To improve and maintain existing infrastructure and leverage

	opportunities for new infrastructure.
	A High Quality of Life. To support or provide services that improve the quality of life for Pekin’s residents.
√	An Effective Government. To deliver effectively the services that Pekin’s residents want, need, and are willing to support.
REQUIRED SIGNATURES	
Department Directors and City Staff:	
Date:	
Finance Department (Certification of Availability of Funds):	
Date:	
City Manager:	
Date:	

Resolution No. 117- 18/19 Vehicle Maintenance Agreement for Head Start

WHEREAS, the City of Pekin and Tazewell-Woodford Head Start desire to set forth their agreement regarding maintenance and repair of Tazewell-Woodford Head Start vehicle by the City of Pekin; and

WHEREAS, the maintenance and repair of Tazewell-Woodford Head Start's and the City Of Pekin's vehicles are essential to providing their respective services and may be obtained more effectively and economically on an area wide basis and by joint efforts and resources.

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

1. The Vehicle Maintenance Agreement attached hereto is hereby approved.
2. The Mayor is hereby authorized and directed to enter into and execute on behalf of the City said Vehicle Maintenance Agreement and the City Clerk of the City of Pekin is hereby authorized and directed to attest such execution.

MAYOR

ATTEST:

CITY CLERK

VEHICLE MAINTENANCE AGREEMENT

This Agreement is entered into by and between the CITY OF PEKIN, an Illinois municipal corporation and TAZEWEILL-WOODFORD HEAD START.

WHEREAS, the City of Pekin and Tazewell-Woodford Head Start desire to set forth their agreement regarding maintenance and repair of Tazewell-Woodford Head Start vehicle by the City of Pekin; and

WHEREAS, the maintenance and repair of Tazewell-Woodford Head Start's and the City Of Pekin's vehicles are essential to providing their respective services and may be obtained more effectively and economically on an area wide basis and by joint efforts and resources.

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

1. **Term.** This agreement shall be effective as of July 1, 2018 and terminate on June 30, 2020. Either party may terminate this Agreement by providing sixty (60) days written notice to the other party.
2. **Repairs and Maintenance of Vehicles.** When service or maintenance on its vehicles is needed, Tazewell-Woodford Head Start will deliver its vehicles to the City of Pekin facility at 1130 Koch St., Pekin, Illinois for such repair and maintenance. Each time Tazewell-Woodford Head Start delivers a vehicle, the vehicle shall be accompanied by a written authorization describing the work to be performed. All such authorizations shall be executed by Tazewell-Woodford's Executive Director or designee. All repairs and maintenance shall be performed in a workmanlike manner.
3. **Costs and Payment.** Repairs and Maintenance shall be billed at the rate of \$65.00 Per Hour, plus parts. Parts shall be billed at cost plus twenty-eight percent (28%) of cost. Gas purchase shall be billed at cost plus \$0.05 per gallon. A \$25 shop supplied fee will be assessed and billed as necessary for jobs which require use of fluids, rags, and other supplies. The City of Pekin shall bill Tazewell-Woodford Head Start monthly. Tazewell-Woodford Head Start shall pay all such invoices within thirty (30) days of receipt.
4. **Limitation of Liability.** The City of Pekin shall not be liable for loss of or injury to Tazewell-Woodford Head Start's vehicles resulting from fire, flood, or other act of God, nor for an amount in excess of the amount of the repairs or maintenance on such vehicle. The City of Pekin shall not be liable to Tazewell-Woodford Head Start for any special, incidental, indirect, punitive or consequential damages, or damages for lost revenue or lost profits, whether foreseeable or not, arising out of, or in connection with the City of Pekin's performance of or failure to perform its obligations hereunder, including but not limited to, damage or loss of property or equipment, loss of profits or revenue, cost capital, or claims of constituents, in each case weather occasioned by any repair or maintenance performed by, the City of Pekin or any other cause whatsoever, including breach of contract, breach of warranty, negligence, or strict liability, all claims with respect to which such special, incidental, indirect, punitive or consequential damages are hereby specifically waived.

5. **Notices.** Notices shall be deemed delivered (a) when delivered if by personal delivery, (b) as indicated on the receipt when mailed U.S. Postal certified mail, return receipt requested or (c) as indicated on the receipt when delivered by a reputable private overnight mail or delivery for, and other than personal delivery, shall be delivered to the parties at their following addresses:

City Of Pekin
c/o City Manager
111 S. Capitol Street
Pekin, IL 61554

Tazewell-Woodford Head Start
c/o Executive Director
233 Leadley Ave
East Peoria, IL 61611

CITY OF PEKIN

TAZEWELL-WOODFORD HEAD START

John McCabe, Mayor Date

Donna Ashley, Executive Director Date

ATTEST:_____
Sue McMillan, City Clerk Date



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: October 2, 2018

From: Michael Guerra, City Engineer

AGENDA ITEM: IDOT Agency Agreement for the Runway Reconstruction Project

AGENDA DATE REQUESTED: October 8, 2018

ACTION REQUESTED: To approve the agency agreement with Illinois Department of Transportation for the Pekin Municipal Airport Runway Project

DESCRIPTION: This request is to approve the agency agreement between the City of Pekin and the Illinois Department of Transportation for the Pekin Municipal Airport Runway Project. This project is to reconstruct runway 9-27 including the milling and overlay of the taxiway approaches and turn around pavement. This agreement outlines the requirement for utilization of the state funds and provides the allocation of responsibilities for all costs associated with the project. This project is funded with 95% participation of the State requiring the City to pay only a 5% share. Overall the City's obligation of \$152,111.00 for its share of the cost of engineering, construction and other project related expenses is due with the signed agreement to activate the project for a spring construction.

Background information:

In May of this year, the State of Illinois informed the City of Pekin that they were going to increase their funding into the project. This allowed the scope of the project to include the complete reconstruction of the original 3,800 feet of the runway. The City Council approved to increase the budget line item Land Improvements to \$155,000 to account for the increase in the local share on the May 14, 2018 Council Meeting.

On the August 13, 2018 Council meeting, the City Council approved the engineering Agreement with Hanson Professional Services for the design engineering services for this project.

On the September 10th, 2018 Council meeting, the City Council gave its approval for the State of Illinois to award the project to R.A. Cullinan.

FINANCIAL IMPACT: \$152, 111.00 from the Airport Budget

Budget:

525-525-5-80201 Land Improvements

Originally \$47,875 but increased to \$155,000 as approved by Council on May 14, 2018

Spent to Date:

525-525-5-80201 Land Improvements

\$13,834.26 for Flight inspection for Runway lighting project in which 95% (\$13,142.55) is being reimbursed by the State of Illinois

NEIGHBORHOOD CONCERNS: The closure of the runway at the airport will affect the day to day operation of the airport as the airport only has one runway. The airport will remain open during the construction and the City will work with existing airport businesses and tenants to try to lessen the impact of the construction.

By replacing the original runway, the pavement is expected to last for another 20+ years verses 10-12 years for the mill and overlay. This would result in fewer disruptions for the runway over the next 20 years.

IMPACT IF APPROVED: The agreement will be signed, the check will be issued allowing the project to start next year.

IMPACT IF DENIED: The project will not advance which will prohibit the project from starting and jeopardize funding from the State.

ALTERNATIVES: none

RELATED TO EFFICIENCY STUDY: This project is part of the long range capital plan for the Pekin Municipal Airport.

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:



Illinois Department of Transportation

Office of Intermodal Project Implementation / Division of Aeronautics
1 Langhorne Bond Drive / Springfield, Illinois 62707-8415

September 28, 2018

Mayor John McCabe
City of Pekin
111 South Capital Street
Pekin, Illinois 61554

Re: Agency Agreement for Execution
Project Description: Runway - Reconstruct Runway 9-27
Including Taxiway Approach and Turn-Around Pavement
Letting Date: August 3, 2018
Illinois Project: C15-4685
PN011 / 3-17-SBGP-133, 144 & 149

Dear Mayor McCabe:

Please find the Agency Agreement (Agreement) and applicable Sponsor Certifications attached regarding the above-mentioned project for completion and execution by the City of Pekin.

Bids were received for this project on August 3, 2018. In order for the Division to award this contract, please return the signed agreement along with all applicable Sponsor Certifications to our office as soon as possible. After execution by the State, a fully executed copy of the Agency Agreement will be returned for your files.

We are also requesting payment of the local share. As shown on Page 3 of the Agency Agreement and depicted on the Project Status Report, the City's share of the above-mentioned project is: \$152,111.00. Please note that the local share must be received prior to making the project active.

September 28, 2018
Page 2

All checks should be made payable to the Treasurer, State of Illinois,
and should have the following notation typed or printed on it.

"To be deposited in the Airport Fund Account,
C15-4685, 3-17-SBGP-133 & 144 & 149, PN011."

Please send the local share check along with the signed Agency
Agreement.

If there are any questions, feel free to contact our office.

Sincerely,



Alan D. Mlacnik, P.E.
Bureau Chief of Airport Engineering

Attachments

ADM/rsb

**AGENCY AGREEMENT
AIRPORT IMPROVEMENT PROGRAM
CFDA 20.106**

**ILLINOIS STATE BLOCK GRANT NUMBER(S): 3-17-SBGP-133, 144 & 149
ILLINOIS PROJECT NUMBER: C15-4685**

This Agreement made and entered into by and between the ILLINOIS DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the "Department"), for and on behalf of the State of Illinois, and the City of Pekin (hereinafter referred to as the "Municipality" even when there are more than one local sponsor).

WITNESSETH:

WHEREAS, the Department and the Municipality desire to sponsor a project for the further development of a public airport, known or to be designated as the Pekin Municipal Airport under Title 49, U.S.C., Subtitle VII, as amended (hereinafter referred to as "Act"); rules, regulations, and procedures promulgated pursuant thereto; the Illinois Aeronautics Act (620 ILCS 5); and the Intergovernmental Cooperation Act (5 ILCS 220). Project is more fully described in the Project Status Report, which is attached hereto as "Exhibit 1" and which is expressly incorporated by reference; and

WHEREAS, when applicable, the Department has filed a preapplication for federal funds with the Federal Aviation Administration ("FAA") on behalf of the Municipality and has appropriated certain monies for the Project; and

WHEREAS, the Department, by this Agreement, does prescribe the respective responsibilities of the parties, with reference to each other, with reference the relationship of the parties to any agency or department of the federal government of the United States of America (hereinafter referred to as the "United States" or "federal"); and

WHEREAS, the Department provides prequalification of consultants and advised on Municipality's compliance in the consultant selection process; conducted review of professional services retainer and agreement scope and hours; attended pre-design meeting and project status meetings; reviewed project development engineering report, plans and specifications, and project costs and eligibilities; and reviewed bids for reasonableness and responsiveness, reconciled any discrepancies and recommended whether to award or reject a bid for this Project, and

WHEREAS, FAA policy considers starting a project to be the beginning of the design or plan for designing and planning projects. Eligible costs, after review and if approved by the Department, are allowable from the execution date of the consultant retainer agreement used for the Project after a compliant selection process.

NOW, THEREFORE, for and in consideration of the benefits which will accrue to the parties hereto by virtue of completion of the Project, and the respective rights and obligations of the parties, IT IS MUTUALLY COVENANTED AND AGREED as follows:

DEFINITIONS

- A. The words "Airport" and "facility" as used herein mean the air navigation, take-off areas, landing areas, taxiways, and all similar areas of the Municipality's property used for the purpose of air transportation, including but not limited to all areas of the Municipality's property where improvements have been previously made and funded in whole or in part with funds provided by the Department or the FAA.
- B. The words "Grant Offer" as used herein mean the notice of availability of funds from (when applicable) the FAA to be used in connection with the project, pursuant to any applicable rules and regulations of the FAA.
- C. The word "Project" as used herein means this project which shall be identified as Illinois Project Number C15-4685, State Block Grant Number(s) 3-17-SBGP-133, 144 & 149, and described as:

Runway - Reconstruct Runway 9-27 Including Taxiway Approach and Turn-Around Pavement

- D. The words "Project Completion Date" as used herein mean the date by which the Department certifies in writing to the Municipality all of the following: the Project has been completed; all contractor and material supplier releases have been obtained; and, record drawings have been submitted to and approved by the Department.
- E. The words "Division Engineer" as used herein mean an employee or employees of the Department's Division of Aeronautics acting directly on behalf of the Department as authorized by the Chief Engineer of the Division.
- F. The words "Consulting Engineer" as used herein mean a person, firm, corporation or entity employed by the Municipality, by a contract approved by the Department or the FAA in connection with this Project, who is prequalified in accordance with the Department's procedures and whose resident or project engineer(s) assigned to the Project are registered in the State of Illinois.
- G. The word "Grant" as used herein shall mean those funds from (where applicable) the FAA to be used in connection with the Project, pursuant to the terms of a Grant Offer and Grant Agreement.

Agency Agreement 5 22 18

- H. The word "Contractor" as used herein shall mean a person, firm, corporation, or entity employed by the Municipality and the Department, by a contract entered in by the Department and the Municipality to complete this Project.

RECEIPT AND DISBURSEMENT OF FUNDS

The Municipality or the Department on the Municipality's behalf has applied for State assistance in procuring State or federal funds and hereby designates the Department as its Agent to accomplish the Project described herein and the Department hereby accepts the designation to act as Agent for the Municipality on said Project as required by Section 38.01 of Aeronautics Act.

1. Prior to the Project Completion Date, the Department shall insure that all aspects of the federal Grant and this Project are done in compliance with all applicable state and/or federal requirements. The Municipality shall provide such assistance as reasonably requested by the Department to enable the Department to perform its obligations herein.
2. The Department shall accept and disburse all federal, State, and municipal funds, as applicable under this agreement, used or to be used in payment of the costs of said Project or in reimbursement to either of the parties hereto for costs previously incurred.

Funds from the United States or the State of Illinois have been or will be tendered in connection with this Project. It is estimated that the total Project costs will be approximately \$3,079,990.00.

90%	Federal	<u>\$2,775,768.00</u>
5%	State	<u>\$152,111.00</u>
5%	Local	<u>\$152,111.00</u>

All Parties specifically agree that they shall pay the above defined percentages of all project costs. In addition, the Municipality shall pay such additional project costs which exceed the sum of the Department's funds and the Federal funds, as are herein committed for this Project. In the event State funds are not released, the Municipality specifically guarantees to pay the State and Local costs as itemized above, including any amounts which exceed the totals listed. Funds expended or costs incurred by Municipality, which are found not to be allowable costs pursuant to federal and state laws and regulations shall be the sole responsibility and liability of the Municipality. (23 USC 47110 and 2 CFR 200).

In accordance with 49 USC § 47111, the Department will not make payments totaling more than 90% of the project cost until all conditions necessary for financial closeout of the project are satisfied.

The Department hereby agrees to participate in the proportion and sum stated above to the extent allowed under Sections 34 and 34a of the Illinois Aeronautics Act (620 ILCS 5/34 & 34a). Subject to the approval of the Governor, the Department may participate to the extent of the above stated percentages for cost overruns and contingencies on said Project, which are approved by the Department.

The Department will also participate, in an appropriate percentage to be determined by the Department, in additive change orders and contingencies approved by the Department. It is further agreed that the Municipality will reimburse the Department for any payment or payments made hereunder by the Department which are in excess of the Department's percentage of financial participation as heretofore stated or in excess of the Department's agreed total participation. If additional payments are made by the Department pursuant to a Court of Claims award, then Municipality agrees to reimburse the Department for such additional payment or to pay the balance when the United States furnishes funds to pay a portion of any such award.

Payments to the Contractor or Consulting Engineer shall be made either by the Department or Municipality in accordance with the provisions and requirements of the contract entered into by the Contractor or Consulting Engineer for this project. Whenever such payments are made directly to the Municipality, the Municipality must pay the consultant within 5 business days upon receipt of said payment. If the sponsor fails to pay the consultant as directed herein, such payment must be returned to the Department, unless an extension or other arrangement is approved, in writing, by the Department.

3. Any payment to Municipality made by a surety pursuant to a bid bond, performance bond, or payment bond for this Project shall be held by Municipality solely for the purpose of reducing what Municipality, Department, and/or FAA would otherwise have to pay for the Project. The pro rata shares of the amount received under bond credited to Municipality, Department, and/or FAA shall be the same as the ratio between what Municipality, Department, and/or FAA are obligated to pay under item #2 above. If a share exceeds what a party is obligated to pay, surplus discretionary funds may be recaptured and redistributed at the FAA's discretion, surplus apportionment funds may be recaptured and reapportioned by the Department, and surplus entitlement funds shall be made available for other Municipality airport improvement projects.
4. By executing this Agreement, the Municipality certifies, and shall furnish proof to the Department upon request, that it has sufficient funds to meet its share of

Agency Agreement 5 22 18

the costs as heretofore stated. The Municipality hereby grants to the Department or its agents the right to audit any books and records of the Municipality to verify availability said funds for the Project. The Municipality's financial obligation is payable in part or in full to the State Treasurer as requested by the Department. Should the Municipality fail to pay any obligation under this agreement within 30 days of written request by the Department, the Department may exercise its rights under Paragraph 7 hereof.

5. Following the Project Completion Date and the Department's financial closure of the project, the Department shall reimburse to the Municipality any excess funds paid by the Municipality.

RIGHTS AND OBLIGATIONS OF THE DEPARTMENT

6. Prior to the Project Completion Date, the Department shall have complete charge of and authority over the Project for all purposes including but not limited to the following actions:
 - a. to participate and assist the Municipality in preparing the grant application for this project;
 - b. to accept and deposit with the State Treasurer any and all Project funds granted, allowed, and paid or made available as required under this Project by (1) the United States under the Act and congressional appropriation made pursuant thereto, (2) the Municipality, and (3) the State of Illinois;
 - c. to let and enter into contracts for the completion of the Project;
 - d. to coordinate pre-construction conferences and issue orders as it deems appropriate regarding construction progress, including, but not limited to, Notices to Proceed, Stop Work Orders, and Change Orders;
 - e. to monitor the progress and performance of the Project work through the Division Engineer and the Consulting Engineer;
 - f. to receive, review, approve, and pay invoices and payment requests for services and materials supplied in accordance with all approved contracts;
 - g. to coordinate and conduct semi-final and final inspections;
 - h. to obtain contractor and material supplier releases in accordance with State law;
 - i. to review and approve record drawings and to provide copies to the Municipality and the FAA;

- j. to perform an audit if required by Federal regulations and procure and forward to the FAA such specific project documentation as is necessary to complete all aspects of the Project;
 - k. to reimburse to the Municipality, from federal or State Project funds, where the Municipality has contributed more than its share of reasonable land acquisition costs, the excess portion of costs so incurred by the Municipality. This provision shall apply only to land acquired for airport purposes and only upon proof that clear title to said land is vested in the Municipality. These costs include purchase price, relocation costs, legal fees, title costs, and other costs incidental to acquisition of the said land, excluding administrative costs of the Municipality;
 - l. to reimburse the Municipality, from federal or State Project funds, the portion of reasonable and eligible project costs incurred by the Municipality that are in excess of the Municipality's proportionate share of the completed Project; and
 - m. to the extent the Department deems it appropriate, keep and maintain all construction progress reports, material reports, material certifications, and similar documents, such that the Department shall be recognized as the "single audit source" by the FAA.
 - n. to determine the allowability of any planning, design or other costs claimed as incurred for the Project.
7. In the event the Municipality breaches this Agreement in any way whatsoever, the Department shall have any or all of the following non-exclusive remedies available to it:
- a. the right to seek specific performance;
 - b. the right to refuse to provide State assistance for future aviation programs and to terminate any current State assistance;
 - c. the right to seek reimbursement of all State or federal funds provided for the Project; and
 - d. any other remedy available at law or in equity.
8. In addition to the remedies set forth in Paragraph 7 above;
- a. in the event the Municipality undertakes any significant action before or after the Project Completion date to abandon or substantially diminish the aviation resources of the Airport, the Department shall have the right to assume control and operation of the Airport (or fails to act in a way which

has the same effect) for the useful life of the Airport or 20 years from the execution date of this Agreement, whichever is later, which right the Department may assign to any public agency as defined in the Act.

- b. Prior to invoking the remedy set forth in subparagraph (a) above, the Department shall first: (i) provide written notice to the Municipality and inform the Municipality of those actions or failures to act which the Department considers to be an abandonment or substantial diminishment of the aviation resources; and (ii) the Department shall provide a reasonable period of time for the Municipality to take corrective action to the satisfaction of the Department.

RIGHTS AND OBLIGATIONS OF THE MUNICIPALITY

9. Prior to the Project Completion Date, the Municipality shall:
 - a. execute on its own behalf, when applicable, the Application for Federal Assistance made or to be made to the FAA, the acceptance of such Grant Offer as shall be tendered by the United States through the FAA, and any and all amendments to such grant agreement. The Department after approval thereof shall submit this Agreement to the FAA when applicable.
 - b. employ a Consulting Engineer who is qualified to provide:
 1. qualified resident or project engineer(s), registered in the State of Illinois and approved by the Department;
 2. materials testing technician(s) approved by the Department;
 3. any project reports required by the Department or the FAA; and
 4. compliance with Disadvantaged Business Enterprise goals for the Project.
 - c. obtain for the benefit of the Department all federal, State, and local permits as may be necessary to complete the Project.

Further, for each phase of Project work which is covered by separate contract, the Consulting Engineer shall render to the Department, through the Division Engineer, both a semifinal and final inspection report. The final inspection report(s) shall certify to the Department and to the Municipality that the work involved has been fully completed in accordance with the plans, specifications and contract(s), including modifications or supplements by the Department or the FAA through an approved change order, supplementary contract, or otherwise. The final inspection report(s) shall also certify that the work is acceptable to the Consulting Engineer.

Agency Agreement 5 22 18

Further, during the construction of the Project and prior to the Project Completion Date, the Consulting Engineer shall report directly to the Division Engineer and may receive from the Division Engineer such delegations of authority as the Division Engineer believes to be reasonably appropriate to act and approve routine items on behalf of the Division Engineer and the Department.

10. The Municipality agrees that it will strictly comply with all State or Federal laws, rules, regulations, Program Guidance Letters, Grant Assurances and Covenants which are relevant to this Project, including, but not limited to, those stated in or incorporated by reference in the federal Grant Agreement during construction of the Project.
11. After the Project Completion Date, the Municipality agrees that:
 - a. the airport which is the subject of this Agreement will be owned or effectively controlled, operated, repaired and maintained adequately during its full useful life, or a period of 20 years, whichever is longer, for the rightful, fair, equal, and uniform use and benefit of the public; and
 - b. it will comply with all applicable State and Federal laws, rules, regulations, procedures, covenants and assurances required by the State of Illinois or the FAA in connection with any funds tendered under the Act in the operation of the airport; and
 - c. it will file with the Department and the FAA such reports as may be requested concerning the use, maintenance, and operation of the Airport.
12. The Municipality agrees to keep complete and adequate books and records in accordance with standard accounting procedures prescribed by the Department or the FAA relating to the Project described in this Agreement. (See 2 CFR 200). All books and records of the Municipality shall be open to inspection and examination by the Department or the FAA at any reasonable time.
 - a. Municipality shall keep project accounts and records which fully disclose the amounts and disposition of the proceeds of the grant, received by the Municipality.
 - b. As a condition of receiving Federal assistance under this project, the Municipality must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$750,000.00 or more in Federal awards to conduct a single or program specific audit for that year. This includes Federal expenditures made under other Federal-assistance programs.

- c. The Department reserves the right for its auditors to review and audit any and all records relating to projects funded by the Department or the FAA at the Municipality's office or location. Such audits can be used to expand on the audit work already performed by the independent auditor. These audits can also be made based on special requests from Department officials.
13. No leases will be entered into by the Municipality which grants exclusive use rights to any leasee for any facilities which are the subject of this Project.
14. The Municipality agrees not to dispose of airport land, purchased either wholly or partially by State funds, by sale or lease without the consent of the Department. In the event such consent is obtained, the Municipality further agrees to utilize for airport development the State's share of the acquisition cost or the fair market value of the land at the time of the sale, whichever is greater, based upon the percent of participation by the State in the original purchase. The proceeds from the sale of airport land which has had State participation shall be reserved and expended on items of work which would be normally eligible for State participation. Toward this end, the Municipality shall include a provision in each instrument recorded for every interest in land acquired or for which reimbursement is made under this Agreement which reads as follows:

The property interest of the Municipality in this real estate cannot be transferred without the written approval of the Illinois Department of Transportation, Division of Aeronautics. Further, in the event any such interest is no longer used for an approved airport purpose without the written approval of the Department that interest shall revert to a public airport entity appointed by the Department.
15. The Municipality covenants to zone or caused to be zoned the Airport and its environs for compatible land use pursuant to the Airport Zoning Act or shall request the Department to adopt airport zoning under Section 17 of the Airport Zoning Act, (620 ILCS 25/17).
16. Land acquired or for which reimbursement is made under this Agreement which is farmed shall conform to the Department's guidelines for the development of a farming plan and shall comply with the erosion sediment control program and standards as developed by the Illinois Department of Agriculture or pertinent standards promulgated by a soil and water conservation district pursuant to Sections 36 and 38 of the Illinois Soil and Water Conservation District Act (70 ILCS 405/36 & 38).
17. The Municipality hereby certifies to the Department that it will have acquired, in its name prior to construction, clear title in fee simple to all real estate upon which construction work is to be performed and a sufficient interest (by easement or otherwise) in any other real estate which may be affected by the construction process.

18. All commitments by the Municipality hereunder are subject to constitutional and statutory limitations and restrictions binding upon it.

MISCELLANEOUS PROVISIONS

19. This agreement is entered into pursuant to the Illinois Aeronautics Act ("Act") and shall be subject to and construed in accordance with said statutes. In the event of a conflict between State and federal law, rule, regulation, etc., the federal provision shall control on federally-aided projects.
20. Obligations of the State will cease immediately without penalty or further payment being required in any fiscal year the Illinois General Assembly fails to appropriate or otherwise make available sufficient funds for this Agreement.
21. This Agreement constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to the Project and shall not be modified, amended, rescinded, or revoked unless both parties agree to such modification, amendment, rescission, or revocation in writing.
22. This Agreement is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.
23. The Municipality shall comply with all of the FAA Airport Improvement Program assurances, and with federal regulations, and laws, as shall apply to the Project, which are hereby incorporated into this Agreement by reference.
24. Notices, reports, or other communications required by or transmitted pursuant to this Agreement to the Department shall be directed to the attention of:

Director
 Division of Aeronautics
 Department of Transportation
 One Langhorne Bond Drive
 Springfield, Illinois 62707-8415

Notices, reports, or other communications required by or transmitted pursuant to this Agreement to the Municipality shall be directed to the attention of:

Mr. Todd Dugan
 Airport Manager
 Pekin Municipal Airport
 111 South Capital Street
 Pekin, Illinois 61554

SPECIAL CONDITIONS

25. The Municipality shall maintain, for a minimum of 5 years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts, receipts, and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General or the Illinois Department of Transportation; and the Municipality agrees to cooperate fully with any audit conducted by the Auditor General or the Illinois Department of Transportation and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the State for recovery of any funds paid by the State under the contract for which adequate books, records, and supporting documentation is not available to support their purported disbursement.
26. Debarment. The Municipality shall comply with Debarment provisions as contained in 2 CFR Part 1200, as amended. The Municipality certifies that to the best of its knowledge and belief, the Municipality and the Municipality's principals:
 - a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
 - b) within a three-year period preceding this Agreement have not been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

- c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subsection (b), above;
- d) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

The inability of the Municipality to certify to the certification in this section will not necessarily result in denial of participation in this Agreement. The Municipality shall submit an explanation of why it cannot provide the certification in this section. This certification is a material representation of fact upon which reliance was placed when the Department determined whether to enter into this transaction. If it is later determined that the Municipality knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department may terminate this Agreement for cause. The Municipality shall provide immediate written notice to the Department if at any time the Municipality learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this part shall have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549 and 12689, 2 CFR 180.

The Municipality agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized, in writing, by the Department. The Municipality agrees that it will include the clause titled Certification Regarding Debarment and Suspension provided by the Department, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. The Municipality may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless the Municipality knows the certification is erroneous. The Municipality may decide the method and frequency by which it determines the eligibility of its principals. If the Municipality knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation, in addition to other remedies available to the federal government, the Department may terminate this Agreement for cause or default.

Nothing contained in this section shall be construed to require establishment of a system of records in order to render in good faith the certification required by this section. The knowledge and information of the Municipality is not required

Agency Agreement 5 22 18

to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

27. Federal Funding Accountability and Transparency Act (FFATA):

a. Municipality is required to register with the Central Contractor Registration (CCR), which is a web-enabled government-wide application that collects, validates, stores and disseminates business information about the federal government's trading partners in support of the contract award, grants and the electronic payment processes. If you do not have a CCR number, you must register at <https://www.uscontractorregistration.com/>.

b. As a sub-recipient of federal funds equal to or greater than \$25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf>.

28. The Municipality certifies that its' Legal Status and Employee Identification Number are as provided below:

F.E.I.N. Number **37-6002169**

Legal Status:

- | | |
|--|--|
| ☐ Individual | ☒ Governmental |
| ☐ Sole Proprietorship | ☐ Nonresident Alien |
| ☐ Partnership/Legal Corporation | ☐ Estate or Trust |
| ☐ Tax-Exempt | ☐ Pharmacy (non-corporate) |
| ☐ Corporation providing or billing Medical and/or health care services | ☐ Pharmacy/ Funeral Home / Cemetery (Corp.) |
| ☐ Corporation NOT providing or Billing medical and /or health care Services | ☐ Other |

29. The Municipality further certifies, in accordance with Section 9-35 of the Election Code, 10 ILCS 5/9-35, as applicable:

☒ The Municipality is not required to register as a business entity with the State Board of Elections.

or

☐ The Municipality has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration as required by the Act. A copy of the certificate of registration is attached.

The Municipality acknowledges that the State may declare this Agreement void without any additional compensation due to the Municipality if the foregoing certification is false or if the Municipality (or any of its Affiliated Persons or Entities) engages in conduct that violates Public Act 95-0971 or Executive Order 3 (2008).

30. The Municipality also certifies that its' DUNS Number is as provided below:

DUNS Number: **030228832**

31. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Municipality is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as,
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

The Municipality must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

32. In accordance with Illinois Compiled Statutes, in regards to Debt Delinquency (30 ILCS 500/50-11):
- a. No person shall submit a bid for or enter into a contract or subcontract under this Code if that person knows or should know that he or she or any affiliate is delinquent in the payment of any debt to the State, unless the person or affiliate has entered into a deferred payment plan to pay off the debt. For purposes of this Section, the phrase "delinquent in the payment of any debt" shall be determined by the Debt Collection Bureau. For purposes of this Section, the term "affiliate" means any entity that (1) directly, indirectly, or constructively controls another entity, (2) is directly, indirectly, or constructively controlled by another entity, or (3) is subject to the control of a common entity. For purposes of this subsection (a), a person controls an entity if the person owns, directly or individually, more than 10% of the voting securities of that entity. As used in this subsection (a), the term "voting security" means a security that (1) confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business or (2) is convertible into, or entitles the holder to receive upon its exercise, a security that confers such a right to vote. A general partnership interest is a voting security
 - b. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of this Code shall contain a certification by the bidder, contractor, or subcontractor, respectively, that the contractor or the subcontractor and its affiliate is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer may declare the related contract void if any of the certifications completed pursuant to this subsection (b) are false. If the false certification is made by a subcontractor, then the contractor's submitted bid and the executed contract may not be declared void, unless the contractor refuses to terminate the subcontract upon the State's request after a finding that the subcontract's certification was false.

(Source: P.A. 96-493, eff. 1-1-10; 96-795, eff. 7-1-10 (see Section 5 of P.A. 96-793 for effective date of changes made by P.A. 96-795); 96-1000, eff. 7-2-10; 97-895, eff. 8-3-12.)

33. Certification. Municipality certifies under oath that:
- a. all representations made in this Agreement are true and correct
 - b. all Agreement Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein.
- Municipality acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Agreement Funds.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the dates respectively hereafter set forth.

This Agreement will expire five years from the execution date.

City of Pekin
a Municipal Corporation

By: _____ By: _____
City Clerk Mayor

Printed or Typed Name

Printed or Typed Name

Date: _____

Date: _____

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

Beth McCluskey, Director
Office of Intermodal Project Implementation
Aeronautics

Date: _____

Erin Aleman, Director
Office of Planning/Programming

Matt Magalis, Chief Fiscal Officer

Date: _____

Date: _____

Philip C. Kaufmann
Chief Legal Counsel

Randall S. Blankenhorn
Secretary of Transportation

Date: _____

Date: _____

REQUIRED FOR ALL PROJECTS
Notification of Required Federal Program Information to
Subrecipients for Federal Funding
Pekin Municipal Airport

Does this project receive Federal funds? ☒ Yes ☐ No

Amount of Federal funds: \$2,775,768.00

Federal Grant Number(s): 3-17-SBGP-133, 144 & 149

Grant(s) Award Date: 8/30/16, 8/2/18 & 9/14/18

Illinois Project Number: C15-4685

Project Description: Runway - Reconstruct Runway 9-27 Including Taxiway Approach and Turn-Around Pavement

CFDA Number*, Federal Agency, Program Title: CFDA 20.106
Federal Aviation Administration
Airport Improvement Program

*For CFDA (Catalog of Federal Domestic Assistance) Number, refer to original Federal Award/Grant Agreement.

ANNUAL CERTIFICATION FOR SINGLE AUDIT COMPLIANCE

NOTICE

- This certification applies ONLY to governmental agencies, local units of government and non-profit agencies expending Federal funds for this project. It does apply to for-profit public or private entities.
- If 2 CFR 200, Subpart F, Audit Requirements applies to your organization, submit the certification or a copy of your single audit to the Department at the end of your fiscal year for any fiscal year in which you expended any federal funds related to this contract.

NOTE: ANNUAL COMPLIANCE WITH THIS REQUIREMENT IS MANDATORY FOR EVERY YEAR IN WHICH FEDERAL FUNDS ARE EXPENDED FOR THIS PROJECT BY ANY STATES, LOCAL GOVERNMENTS OR NONPROFIT ORGANIZATIONS. FAILURE TO COMPLY WITH THE ANNUAL CERTIFICATION TO THE DEPARTMENT WILL RESULT IN THE SUSPENSION OF PAYMENTS TO REIMBURSE PROJECT COSTS.

In accordance with, 2 CFR Part 200, Subpart F, Audit Requirements, such non-federal entities that expend \$750,000.00 or more in Federal awards in a year are required to have a single audit performed. The Department is required by federal law to obtain and review the single audit of all entities that had any federally participating funds pass through it, irrespective of the amount provided by the Department. It is the responsibility of the agencies expending federal funds to comply with the requirements of 2 CFR Part 200 and determine whether they are required to have a single audit performed.

In order to comply with this requirement, your agency must provide the following information to the Department on an annual basis for every year in which you expended funds for costs associated with this project:

1. If your agency expended \$750,000 or more in Federal awards from all sources, including other agencies, in a year, you are required to have a single audit performed in accordance with 2 CFR Part 200 and submit a copy of the report to the Department within the earlier of 30 days after completion of the single audit or no more than nine months after the end of your fiscal year end.
2. If your agency expended less than \$750,000 in federal awards from all sources, including other agencies, in any fiscal year for which you expended funds for project costs, and were not required to conduct a single audit, you must complete and return the certification statement.
3. If your agency receives multiple awards from the Department, only one annual submittal of this information is required.

Please submit a copy of your single audit or the Single Audit Not Required Certification to:

Illinois Department of Transportation
Audit Coordination Section, Rm. 303
2300 South Dirksen Parkway
Springfield, IL 62764

The single audit must be comprised of four parts. You have the option of including the four parts in one report or a combination of reports. The four parts are commonly known as:

1. Comprehensive Annual Financial Report (Financial Statements).
2. Schedule of Expenditures of Federal Awards and Independent Auditor's Report thereon.
3. Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and other matters based on an Audit of Financial Statements performed in accordance with Government Auditing Standards.
4. Independent Auditor's Report on Compliance with Requirements Applicable to each Major Program and on Internal Control over Compliance in accordance with 2 CFR Part 200.

Additional information which should be submitted:

1. Corrective Action Plan(s), if applicable.
2. Management Letter, if applicable.
3. Status of Prior Year Findings, if applicable.

For your convenience, you may also submit the information via email to DOT.AuditReview@illinois.gov or via fax at 217/782-5634. If you have any questions, please contact the Audit Coordination Section at 217/782-2310.

NOTICE

Do not submit this certification to the Department with your signed contract.

- This certification applies ONLY to governmental agencies, local units of government and non-profit agencies expending federal funds for this project. It does not apply to for-profit public or private entities.
- If 2 CFR Part 200, Subpart F, Audit Requirements applies to your organization, submit the certification or a copy of your single audit to the Department at the end of your fiscal year for any fiscal year in which you expended any federal funds related to this contract.

Single Audit Not Required Certification

I certify that _____ expended less than \$750,000 in Federal awards in our fiscal year, and was not required to have a single audit conducted.

(Signature)

(Title)

Subrecipient Contact Information

Subrecipient: _____

Contact Person: _____ Title: _____

Address: _____ Phone No. _____

_____ Fax No. _____

Email address: _____

Fiscal Year End: _____

State Num: C15-4685-0000 Program Year: 2018 **Project Status Report** Exhibit 1 As of 28 Sep 2018 10:21 Page 1
 Federal Num: 3-17-SBGP-133 A, 3-17-SBGP-144 N, 3-17-SBGP-149
 Airport: PEKIN MUNICIPAL AIRPORT
 Description: Runway - Reconstruct Runway 9-27 Including Taxiway Approach and Turn-Around Pavement

State Status: Pending

Fed Status: Pending

Line Item Status

<u>Num</u>	<u>Description</u>	<u>Total</u>	<u>Federal</u>	<u>State</u>	<u>Local</u>	<u>Pd to Date</u>	<u>Balance</u>
1	Construction - United Contractors Midwest Inc., RA Cullinan & Son As-bid (08/03/18 Letting)	2,796,243.34	2,516,619.00	139,812.17	139,812.17	0.00	2,796,243.34
2	Eng. Design - Costs Incurred - Pekin City of* HPS CPFF Design	99,987.00	89,989.00	4,999.00	4,999.00	0.00	99,987.00
3	Eng. Construction - Costs Incurred - Pekin City of* HPS CPFF Inspection	142,400.66	128,160.40	7,120.13	7,120.13	0.00	142,400.66
4	Special Services-Costs Incurred - Pekin City of* HPS CPFF SS - Cat Ex	3,344.00	3,009.60	167.20	167.20	0.00	3,344.00
5 +	Administrative - Treas, St of IL IDA Administrative Fee	37,765.00	37,765.00	0.00	0.00	0.00	37,765.00
6	Sponsor Reimb - Pekin City of* NPDES Permit	250.00	225.00	12.50	12.50	0.00	250.00
7	Inter-fund transfer OUT - Treas, St of IL	0.00	0.00	0.00	0.00	0.00	0.00
8	Inter-fund transfer IN - Treas, St of IL	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL ELIGIBLE COSTS		3,079,990.00	2,775,768.00	152,111.00	152,111.00	0.00	3,079,990.00
Reserves (+) / shortfalls (-)		0.00	0.00	0.00	0.00	0.00	0.00
TOTAL APPROVED FUNDING		3,079,990.00	2,775,768.00	152,111.00	152,111.00	0.00	3,079,990.00

State Num: C15-4685-0000 Program Year: 2018 **Project Status Report** Exhibit 1 As of 28 Sep 2018 10:21 Page 2

Federal Num: 3-17-SBGP-133 A, 3-17-SBGP-144 N, 3-17-SBGP-149

Airport: PEKIN MUNICIPAL AIRPORT

Description: Runway - Reconstruct Runway 9-27 Including Taxiway Approach and Turn-Around Pavement Fed Status: Pending State Status: Pending

Funding Summary

<u>Amend Num</u>	<u>Description</u>	<u>Total</u>	<u>Federal</u>	<u>State</u>	<u>Local</u>
	Agency agreement	3,079,990.00	2,775,768.00	152,111.00	152,111.00
TOTAL APPROVED FUNDING		3,079,990.00	2,775,768.00	152,111.00	152,111.00
Program budget (for information only)		3,100,000.00	2,790,000.00	155,000.00	155,000.00



Illinois Department of Transportation

Office of Planning and Programming
2300 South Dirksen Parkway / Springfield, Illinois / 62764

July 31, 2017

Todd Dugan
Airport Manager
Pekin Municipal Airport
13906 Airport Lane
Pekin, IL 61546

Dear Todd Dugan:

The Illinois Department of Transportation's Airport Improvement Program provides funding for projects at airports throughout the state to ensure the continuation of safe and efficient operations at these facilities and maximize opportunities for economic development in Illinois.

The projects detailed herein were selected for your airport based on project requests submitted to the Department during the Fall 2016 Transportation Improvement Program (TIP) meetings. This program is based on Federal Aviation Administration (FAA) funding levels established in federal legislation which provide for a minimum of \$1 million in entitlement funds for primary airports and a maximum of \$150,000 entitlement funds for non-primary airports. Federal legislation calls for a maximum 90% federal match. As such, the state and local match will be 5% each for all projects which are eligible for state funding. All other federal projects will require a minimum 10% local match.

Funding for the Illinois Airport Improvement Program is depended upon receipt of Federal Fiscal Year (FFY) 2018 federal funds, legislative authorization of state appropriations, and the release of funds by the Governor's Office.

The Department and the Airport Sponsor hereby agree to participate in the project indicated below at the designated funding levels. **The Airport Sponsor shall pay any additional project costs which exceed the total sum of Department funds and federal funds, planned and programmed.** In the event the Illinois General Assembly fails to appropriate funds, or sufficient funds are otherwise not made available for these projects, the Airport Sponsor will be required to pay the State and local costs as itemized below. This will include any amount which exceeds the totals listed.

Projects were selected based on the FAA's National Priority System as well as other state and local priorities.

Todd Dugan, Pekin Municipal Airport
 July 31, 2017
 Page 2

The project "**Rehabilitate Runway 9-27 Including Taxiway Approach and Turn-Around Pavement**" will be funded as follows:

FFY-2018 Federal Discretionary	\$1,621,350
FFY-2018 Non Primary Entitlement	\$148,500
State Match	\$98,325
Local Match	\$98,325
Total Cost	\$1,966,500

This project is seeking Federal Airport Discretionary Funds from the Federal Aviation Administration (FAA) and as such the project is not guaranteed.

The Office of Intermodal Project Implementation (Aeronautics) letting schedule for construction projects must be strictly followed to ensure projects are advertised and brought to letting in an organized manner within the fiscal year in which they are programmed. The letting schedule allows for 30 weeks to develop a project from the date of the pre-design meeting to the letting.

To ensure eligibility for state and federal funding participation, you are required to enter into a professional services agreement with the consultant of record selected for the programmed project prior to any costs being incurred. This should take place prior to the project initiation/pre-design meeting. Aeronautics will facilitate this process, as well as the initial development and review of fees.

The project contained in this letter is officially programmed for development and this letter constitutes the official "**Notice to Proceed**". It is now the Airport Sponsor's responsibility to initiate the professional services phase of the project. Please contact Aeronautics, either directly or through your consultant, to schedule a project initiation meeting.

Your Aeronautics Design Engineer is Alan Mlacnik, P.E. and he may be reached at 217-785-4884 to initiate the project. **Please initiate the programmed project within one year of the date on this letter.**

Please contact myself in the Office of Planning and Programming at 217.782.4118 or Richard Borus in Aeronautics at 217.785.0056 if you have questions regarding this program letter.

Sincerely,



BJ Murray
 Section Chief, Aviation Program Planning

**AGREEMENT FOR CONSULTANT SERVICES
(RETAINER AGREEMENT)**

THIS AGREEMENT, made at Pekin, Illinois, this 31 day of
October, in the year 2017 by and between the
City of Pekin, Illinois

(sometimes hereinafter also referred to as the "Owner", or "Sponsor"), as Party of the First Part, and
Hanson Professional Services Inc. (Hanson)

(hereinafter referred to as the "Consultant"), as Party of the Second Part.

WITNESSETH:

WHEREAS, the Owner intends to sponsor the accomplishment of a development program, in stages, of a public air navigation facility known as Pekin Municipal Airport
(hereafter referred to as "Airport"), in Tazewell County, State of Illinois; and

WHEREAS, the Owner wishes to have the Engineer available to perform certain projects as described in the Owner's development program; and

WHEREAS, the development program shall be described as:

1. HMA overlay of runway, taxiway approach and turn-around pavements; remarking and landscaping items. Project includes remaining pavement repairs, and repairs and sealing that develop within time of programming and construction;
2. Installation of weather observation equipment and associated site work to provide basic weather information to pilots;
3. Upgrade existing perimeter fence to 8' Class E fence in frontal areas;
4. Construct access taxiways and access road extension to T-hangar site;
5. Construction of T-hangars;
6. Construction of a new fuel farm and underground tanks;
7. Preparation of project pre-applications/applications and Transportation Improvement Program (T.I.P.) sheets; and
8. Update of the Exhibit A.

WHEREAS, the Department of Transportation, Office of Intermodal Project Implementation-Aeronautics, State of Illinois is the authorized Agent of the Owner under the proposed development program (it may be hereinafter referred to as "Aeronautics");

WHEREAS, the Engineer agrees to furnish an executed "Certification of Engineer" and certain professional engineering services enumerated hereinafter, in connection with projects assigned to the Engineer by the Owner under the development program.

NOW, THEREFORE, for and in consideration of the mutual promises made by the parties hereto, IT IS MUTUALLY COVENANTED AND AGREED as follows:

I. ENGINEERING SERVICES

- A. As an independent contractor, the Engineer agrees to furnish and perform various professional engineering services in accordance with the usual and customary standards for such services in the local area, applicable legal standards and State of Illinois, Office of Intermodal Project Implementation-Aeronautics and Federal Aviation Administration requirements, upon request of the Owner and its principal representative, for the preparation of the above referenced projects. The parties mutually acknowledge that Owner may or may not currently possess funding for many of the aforementioned tasks (recitals above). Therefore this Agreement does not obligate the Owner to proceed with all of the aforementioned tasks described, and the Owner reserves the right to not utilize the Engineer for some or all of these tasks during the term of this Agreement.
- B. When the Owner elects to proceed with a project, the parties hereto agree to negotiate in good faith and to execute an Agreement for Architectural, Engineering and Planning Services for Airports covering the specifically defined parts of the scope of work which are to be funded under a specific project. The Agreement(s) will cover the Design, Construction, and Planning and Special Services Phases of the specific project. Should the Owner and Engineer not reach agreement on services and/or conditions within 30 calendar days, either party may, after written notice, terminate this Agreement, in whole or in part. No fees will be earned or payable until the agreement on services and/or conditions is finalized and approved by the Owner, except for any preparatory work such as surveys, investigations, etc. previously authorized by the Owner.

II. CHARGES FOR ENGINEERING SERVICES

- A. The Owner agrees to pay the Engineer as compensation for rendering the professional engineering services herein above described in Section I, Paragraphs A and B, as agreed to between the parties.
- B. For services of the Engineer provided at the request of the Owner that are not otherwise included as a part of a specific project Agreement, the Engineer will be compensated for its reasonable and customary charges, after prior written acceptance of the proposed charges by the Owner, and only for those tasks performed which are not made necessary due to the fault or error of the Engineer.
- C. The Owner by a written thirty (30) day notice, may terminate this agreement in whole or in part at any time, because of the failure of the other party to fulfill his agreement obligations. Upon receipt of such notice, the Engineer shall: (1) immediately discontinue services affected (unless the notice directs otherwise), and (2) deliver to the Owner available data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have accumulated by the Engineer in performing this agreement whether completed or in process. If, after notice of termination for failure to fulfill agreement obligations, it is determined that the Engineer had not so failed, the termination shall be deemed to have been effected for the convenience of the Owner.

III. SPECIAL CONDITIONS

- A. The Owner acknowledges the Engineer's drawings and specifications, including available documents on electronic media, and basic survey notes and sketches, charts, computations and other data produced by the Engineer under this Agreement are instruments of the

Engineer's professional service. Nevertheless, the information, drawings and specifications prepared under this Agreement shall become the property of the Owner upon completion of the services and payment in full of all monies due to the Engineer.

The Engineer may remove any information from any drawings, computer disks, tracings, construction plans, specifications, maps, survey notes and sketches, charts, computations and other data deemed to be proprietary, copyrighted or confidential in nature. The Owner will not make or permit to be made any modification to the drawings and specifications, as approved, without the prior written authorization of the Engineer. The Owner agrees to waive any claim against the Engineer arising from any unauthorized transfer, reuse or modification of the information, drawings and specifications.

- B. The Engineer shall proceed to furnish engineering services on any part of the scope of work, after the request has been made in writing by the Owner.
- C. Each party binds himself, his partners, successors, executors, administrators and assigns, to the other party of this Agreement and to the partners, successors, executors, administrators and assigns for such other party as to all covenants of this Agreement.
- D. Unless otherwise terminated as provided herein, this agreement expires upon final approval and acceptance of the completed project(s) listed in the development program or within five (5) years of the execution of this agreement, whichever occurs first.
- E. The Engineer agrees to conduct the services in compliance with the requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964, Part 21 of the Regulations of the Secretary of Transportation, and Executive Order No. 11246, "Equal Employment Opportunity", as amended.
- F. The Engineer agrees that the Owner, Aeronautics, the Federal Aviation Administration, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Engineer which are directly pertinent to the specific grant program for the purpose of making audit, examination, excerpts and transcriptions.

IV. SPECIAL PROVISIONS

- A. If any of the services outlined in Section I are furnished by the Engineer by obtaining such services outside the Engineer's organization, the Engineer shall provide an executed contract between the person(s) or firm and the Engineer outlining the services to be performed and the charges for the same. Two (2) copies of the executed contract shall be submitted to the Owner for approval prior to the services being performed.
- B. This agreement shall be construed and enforced in accordance with the laws of the State of Illinois and Owner and Engineer hereby consent to the jurisdiction of said State.
- C. During the performance of this contract, the Engineer, for itself, its assignees and successors in interest agrees as follows:
 - 1. The Engineer shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. The Engineer, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 3. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Engineer of the Engineer's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
 4. The Engineer shall provide available information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records accounts, other sources of information, and its facilities as may be determined by the Owner or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the Engineer is in the exclusive possession of another who fails or refuses to furnish this information, the Engineer shall so certify to the Owner or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
 5. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Owner shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the Engineer under the contract until the Engineer complies, and/or,
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
 6. The Engineer shall include the provisions of Paragraphs 1 through 5 in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Owner or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Engineer becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Engineer may request the Owner to enter into such litigation to protect the interests of the Owner and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.
- D. The Engineer agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement.
- E. Except as otherwise provided for under this Agreement regarding obligations from early termination in Paragraph II. C., the Owner may terminate this agreement in whole or in part for its sole convenience by furnishing written sixty (60) day notice of such termination to the Engineer. If a contract for a specific project is terminated for convenience or if a default termination of a specific project agreement is converted to a termination for convenience under paragraph II.C., above, the Owner will be obligated to compensate the Engineer for the work performed prior to the termination and a reasonable profit on that portion of the work which was remaining to be completed but was not fully performed as of the date the

Engineer was informed of the Owner's decision to terminate, except profit paid to the Engineer shall be limited to the standard percentage applied solely to the amount of work that has been completed by the Engineer at the time of the stop work notice.

- F. The parties hereby certify that there was compliance with the provisions of the State of Illinois' Architectural, Engineering and Land Surveying Qualifications Based Selection Act, Chapter 30 ILCS 535; and Federal guidance included in 49 CFR Part 18.36, FAA Order 5100.38, and FAA AC 150/5100-14 (current at time of selection), in the procurement of the services covered by this Agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their hand and seals at Pekin,
 Illinois, this 24th day of October, 2017.

CITY OF PEKIN, ILLINOIS

ATTEST:
 (SEAL)

Sarah Newcomb Deputy City Clerk for Sue McKellan City Clerk

BY: *John McCape*
 TITLE: Mayor of Pekin

BY: _____

TITLE: _____

37-6002169

Federal Employer's Identification Number
 (F.E.I.N.)

HANSON PROFESSIONAL SERVICES INC.

ATTEST:
 (SEAL)

BY: *Robert A. Waller*

TITLE: Assistant Vice President

91932-00

Illinois Human Rights Number

BY: *D.J. Hollahan*

TITLE: Vice President/Secretary

37-0844717

Federal Employer's Identification Number
 (F.E.I.N.)

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: City of Pekin

Airport: Pekin Municipal Airport

Project Number: C15-4685

Description of Work: Runway - Reconstruct Runway 9-27 Including Taxiway Approach and Turn-Around Pavement

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
☐ Yes ☐ No ☐ N/A
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
☐ Yes ☐ No ☐ N/A
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
☐ Yes ☐ No ☐ N/A
4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
☐ Yes ☐ No ☐ N/A

5. Sponsor has publicized or will publicize a RFQ that:
- a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
 - b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
- ☐ Yes ☐ No ☐ N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
- ☐ Yes ☐ No ☐ N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR § 180.300).
- ☐ Yes ☐ No ☐ N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
- a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
 - b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
- ☐ Yes ☐ No ☐ N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
- ☐ Yes ☐ No ☐ N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
- ☐ Yes ☐ No ☐ N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR § 200.318(i)).
- ☐ Yes ☐ No ☐ N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
- ☐ Yes ☐ No ☐ N/A
13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:
- a. Justification that there is no other suitable contract method for the services (2 CFR § 200.318(j));
 - b. A ceiling price that the consultant exceeds at their risk (2 CFR § 200.318(j)); and
 - c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place (2 CFR § 200.318(j)).
- ☐ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

☐ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this _____ day of _____, _____.

Name of Sponsor: City of Pekin

Name of Sponsor's Authorized Official: _____

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: City of Pekin

Airport: Pekin Municipal Airport

Project Number: C15-4685

Description of Work: Runway - Reconstruct Runway 9-27 Including Taxiway Approach and Turn-Around Pavement

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).
☐ Yes ☐ No ☐ N/A
2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).
☐ Yes ☐ No ☐ N/A
3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).
☐ Yes ☐ No ☐ N/A

4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
☐ Yes ☐ No ☐ N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
☐ Yes ☐ No ☐ N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
☐ Yes ☐ No ☐ N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
☐ Yes ☐ No ☐ N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
☐ Yes ☐ No ☐ N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
☐ Yes ☐ No ☐ N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
☐ Yes ☐ No ☐ N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
☐ Yes ☐ No ☐ N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
☐ Yes ☐ No ☐ N/A
 - b. Snow Removal Equipment as contained in AC 150/5220-20.
☐ Yes ☐ No ☐ N/A
 - c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.
☐ Yes ☐ No ☐ N/A

13. For construction activities within or near aircraft operational areas(AOA):

- a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.
- b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.
- c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☐ Yes ☐ No ☐ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☐ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this _____ day of _____, _____.

Name of Sponsor: City of Pekin

Name of Sponsor's Authorized Official: _____

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: City of Pekin

Airport: Pekin Municipal Airport

Project Number: C15-4685

Description of Work: Runway - Reconstruct Runway 9-27 Including Taxiway Approach and Turn-Around Pavement

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a "covered contract" under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).
☐ Yes ☐ No ☐ N/A
2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
☐ Yes ☐ No ☐ N/A

3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.
- ☐ Yes ☐ No ☐ N/A
4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
 - b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
 - c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).
- ☐ Yes ☐ No ☐ N/A
5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)) was or will be:
- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
 - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
 - c. Publicly opened at a time and place prescribed in the invitation for bids; and
 - d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.
- ☐ Yes ☐ No ☐ N/A
6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
 - b. Plan for publicizing and soliciting an adequate number of qualified sources; and
 - c. Listing of evaluation factors along with relative importance of the factors.
- ☐ Yes ☐ No ☐ N/A
7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).
- ☐ Yes ☐ No ☐ N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):
- a. Only one qualified person/firm submits a responsive bid;
 - b. Award is to be made to other than the lowest responsible bidder; and
 - c. Life cycle costing is a factor in selecting the lowest responsive bidder.
- ☐ Yes ☐ No ☐ N/A
9. All construction and equipment installation contracts contain or will contain provisions for:
- a. Access to Records (§ 200.336)
 - b. Buy American Preferences (Title 49 U.S.C. § 50101)
 - c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)
 - d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
 - e. Occupational Safety and Health Act requirements (20 CFR part 1920)
 - f. Seismic Safety – building construction (49 CFR part 41)
 - g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
 - h. U.S. Trade Restriction (49 CFR part 30)
 - i. Veterans Preference (49 USC § 47112(c))
- ☐ Yes ☐ No ☐ N/A
10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:
- a. Davis-Bacon and Related Acts (29 CFR part 5)
 - b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)
- ☐ Yes ☐ No ☐ N/A
11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).
- ☐ Yes ☐ No ☐ N/A
12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:
- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
 - b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR Part 60-1.8;
 - c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR Part 247; and
 - d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).
- ☐ Yes ☐ No ☐ N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

☐ Yes ☐ No ☐ N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$150,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR Part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR § 200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

☐ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this _____ day of _____, _____.

Name of Sponsor: City of Pekin

Name of Sponsor's Authorized Official: _____

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: City of Pekin

Airport: Pekin Municipal Airport

Project Number: C15-4685

Description of Work: Runway - Reconstruct Runway 9-27 Including Taxiway Approach and Turn-Around Pavement

Application

49 USC § 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting "yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
☐ Yes ☐ No ☐ N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
 - a. Technical standards (Advisory Circular (AC) 150/5370-12);
 - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
 - c. Construction safety and phasing plan measures (AC 150/5370-2).☐ Yes ☐ No ☐ N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
☐ Yes ☐ No ☐ N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
- ☐ Yes ☐ No ☐ N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
- ☐ Yes ☐ No ☐ N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
 - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
 - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- ☐ Yes ☐ No ☐ N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
- ☐ Yes ☐ No ☐ N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
 - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
 - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
 - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- ☐ Yes ☐ No ☐ N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
 - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
 - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- ☐ Yes ☐ No ☐ N/A

10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
☐ Yes ☐ No ☐ N/A
11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.
☐ Yes ☐ No ☐ N/A
12. For development projects, sponsor has taken or will take the following close-out actions:
- a) Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
 - b) Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
 - c) Prepare and retain as-built plans (Order 5100.38).
- ☐ Yes ☐ No ☐ N/A
13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).
☐ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this _____ day of _____, _____.

Name of Sponsor: City of Pekin

Name of Sponsor's Authorized Official: _____

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

Sponsor: City of Pekin

Airport: Pekin Municipal Airport

Project Number: C15-4685

Description of Work: Runway - Reconstruct Runway 9-27 Including Taxiway Approach and Turn-Around Pavement

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

☐ Yes ☐ No
2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

☐ Yes ☐ No

3. The sponsor or sub-recipient certifies that it has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

☐ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this _____ day of _____, _____.

Name of Sponsor: City of Pekin

Name of Sponsor's Authorized Official: _____

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: City of Pekin

Airport: Pekin Municipal Airport

Project Number: C15-4685

Description of Work: Runway - Reconstruct Runway 9-27 Including Taxiway Approach and Turn-Around Pavement

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

☐ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

☐ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).
☐ Yes ☐ No ☐ N/A
4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:
 a. Abide by the terms of the statement; and
 b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
☐ Yes ☐ No ☐ N/A
5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).
☐ Yes ☐ No ☐ N/A
6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:
 a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
 b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
☐ Yes ☐ No ☐ N/A
7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).
☐ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location:

Address:

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this _____ day of _____, _____.

Name of Sponsor: City of Pekin

Name of Sponsor's Authorized Official: _____

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: September 27, 2018

From: John Dossey, Police Chief

AGENDA ITEM: Purchase of Five (5) Computers for Squad Cars

AGENDA DATE REQUESTED: October 8, 2018

ACTION REQUESTED: Purchase of five (5) squad car computers, including mounting hardware and warranty. Items to be purchased out of state mandated DUI fund.

DESCRIPTION: Purchase of five (5) computers for squad cars

FINANCIAL IMPACT: None. Monies being used are coming from the DUI fund, which is a state mandated account from fines levied against persons convicted under the DUI statute. This is not tax dollars from the general fund being utilized.

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: The police department would be up to date with the most current technology as described from a previous purchase earlier this budget cycle.

IMPACT IF DENIED: This is monies that we are mandated to spend pursuant to state statute 625 ILCS 5 / 11-501.01. If denied the police department / IT department would have to utilize money from the general fund to make this purchase in the future and we would continue to have problems with the technology as the system is obsolete.

ALTERNATIVES: We could utilize money from the general fund, which would have an impact on the overall budget.

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:

Purchase of Five (5) Squad Car Computers Not To Exceed \$25,000.

<Insert Legislation Here>

MAYOR

ATTEST:

CITY CLERK



CITY OF PEKIN
POLICE DEPARTMENT



To: Mark Rothert, Interim City Manager

From: John Dossey, Chief of Police

Date: September 20, 2018

Subject: Purchase of Five (5) computers and mounting equipment for squad cars.

Mr. Rothert, City Council

The police department is requesting to purchase five (5) squad car computers including mounting hardware, extended warranty and vehicle adapters not to total more than \$24,244.40.

Budget Information:

This is not a budgeted item for purchase out of the general fund. However, as you are aware the State of Illinois has implemented a special fund under our DUI statutes. When an individual who is found guilty for driving under the influence in the State of Illinois there is a fee assessed as part of that finding the violator must pay. The State of Illinois attaches a fee of \$750 to that violator and \$350 goes to the arresting agency. That money is controlled by state statute 625 ILCS 5 / 11-501.01. In section (f) of this statute it states that any moneys received by a law enforcement agency under this subsection shall be used for enforcement and prevention of driving under the influence, including but not limited to purchase of law enforcement equipment and commodities. The requested purchase above would come out of this line item and purchase of the in car computers are an item that fall well within the criteria as outlined by the state statute. Further it is money that we are required to spend. This is not tax dollars from our community, but rather fines attributed to violators of our DUI statutes.

A copy of the state statute is attached.

Money In Current DUI Fund:

The funding that we receive from the courts can be found in line item 100 760 464 400. As of the date of this memo there is approximately \$56,000 in that fund. The police department is requesting permission to utilize this fund and purchase the computers.

Attachment: City Council for squad computers dui fund 2018 (1519 : Purchase of Five (5) Computers for Squad Cars)



CITY OF PEKIN

POLICE DEPARTMENT



Need for Computers:

In May of this year IT Department received approval through Council Action for police projects, which at the time included five computers. It was explained in that document, “While the Pekin Police Department is not acquiring new vehicles, the computers in existing vehicles need replaced due to age as several have already failed or are failing. The City has utilized all spare computers over the last year. Further, the cellular connectivity in the old units are 3G. Verizon is currently on 4G LTE and planning to move to 5G within two years. They have informed the City that 3G will be deactivated January 1, 2020. If units are not replaced this year, there will be a greater need to replace more computers (approximately 12 or more). The cost to purchase new computers is \$24,970.20, which includes an extended 5-year warranty.”

In May of this year we budgeted and were approved to purchase five (5) computers, leaving us with the need for seven (7) more computers that are still operating on the old technology. We continue to experience difficulty with those seven computers, especially with our E-Ticketing and adjudication software. The newer computers run much more efficiently and effectively. With purchasing these five new computers out of this DUI fund, it would leave us with two (2) computers to purchase in the future, thus aiding our budget constraints as they apply to technology. We will still be on a five computer rotation as our IT department prescribes, but this assists with putting us ahead of the situation we face.

Finally, we are rapidly moving to the electronic ticketing era, as well as other requirements for faster technology connecting to the squad computers. We also are facing requirements being forced upon us by CJIS (Criminal Justice Information Systems) which is a federal mandate as it applies to two factor authentication and security requirements. Updating the technology now will make the transition to their requirements smoother and hopefully uneventful.

Vendor Information:

Attached one will find an order confirmation indicating the pricing of the computers purchased in May of this year. This vendor would help us remain consistent with the computers and mounts for the squads. One will see that their current quote matches what was purchased in May. We recommend that we use this vendor to receive the same components.