



REGULAR COUNCIL MEETING MONDAY, SEPTEMBER 22, 2014
5:30 P.M.

	1	2
1.0 CALL TO ORDER		
2.0 PLEDGE OF ALLEGIANCE <i>Mayor Laurie L. Barra</i>		
3.0 ROLL CALL <i>Clerk to Call the Roll</i>		
4.0 APPROVAL OF AGENDA <i>ACTION: Motion to approve the meeting agenda.</i> VOTE REQUIRED		
5.0 APPROVAL OF MINUTES <i>ACTION: Motion to approve minutes of the Regular Council Meeting September 8, 2014.</i> VOTE REQUIRED		
6.0 PUBLIC INPUT ON AGENDA ITEMS <i>Speakers to state name, address, and spell last name. Speakers will be given 5 minutes to address the Council. Comments unrelated to agenda items are accepted during "Public Comments" near the end of the meeting.</i>		
7.0 CONSENT AGENDA		
Receive and File Monthly Reports: Traffic Safety Committee Minutes September 5, 2014; Tazewell County Animal Control August Report; Police Department August Report; Liquor Commission Minutes August 28, 2014.		
8.0 COMMUNICATIONS, PETITIONS, REPORTS		
9.0 NEW BUSINESS		
9.1 Ordinance No. 1462-A338 - Amending Title 8, Chapter 2, Section 9 of the Code of the City of Pekin 1995 Regarding Authorized Stop Signs DESCRIPTION: Traffic Safety Committee Recommendation to make S. 10 th Street and Oxford a 4-way stop. ACTION: Motion to adopt the Ordinance. VOTE REQUIRED	GN	2

9.2 Change Order #5 Wastewater Treatment Plant Phase 2B DESCRIPTION: Changes needed to complete the construction of the CSO lagoon in the amount of \$103,485.00. ACTION: Motion to approve the Change Order. VOTE REQUIRED	MG	3
9.3 Agency Agreement with Illinois Department of Transportation – Airport Improvement Program DESCRIPTION: State agency agreement with IDOT for funding the local share for the runway project approved at the August 25, 2014 Council Meeting. ACTION: Motion to approve the Agreement. VOTE REQUIRED	MG	3
9.4 Ordinance No. 2708-14/15 – Amending Title 1, Chapter 5, Section 5 of the Code of the City of Pekin 1995 Regarding Order of Business DESCRIPTION: Amends the administration section of the Code to facilitate the efficient conduct of business. ACTION: Motion to approve the Agreement. VOTE REQUIRED	BD	5
10.0 ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL 10.1 Staff 10.2 Council 10.3 Five Minute Public Comments 10.4 Press Time		
11.0 EXECUTIVE SESSION 65 ILCS 120/2 (c) (5.) Purchase of Real Estate and (6.) Sale of Municipally Owned Property		
12.0 ADJOURN No Vote Required		

Column 1 Key:

DG	Darin Girdler City Manager	MG	Michael Guerra City Engineer
GN	Greg Nelson Police Chief	BD	Burt Dancey Corporation Counsel

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.

**CITY OF PEKIN TRAFFIC SAFETY COMMITTEE MINUTES
SEPTEMBER 5, 2014 @ 8:30 a.m.
CITY HALL CONFERENCE ROOM**

PRESENT: Darin Girdler, Kurt Nelson, Ron Mayeur, Will Taylor, Mike Guerra, Bob Shaw, Don Baxter. Also present: Bill Scarcliff, Lee Ann Wrhel.

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

Motion by Will Taylor to approve the agenda, seconded by Kurt Nelson. All in favor.

Motion by Ron Mayeur to approve the August 1, 2014 meeting minutes, seconded by Mike Guerra. All in favor.

Old Business:

1. Stop Sign Request Intersection of S. 10th St. and Oxford

There were four citizens present at the meeting for this item. Carol Monks (613-6922), 1006 S. 10th St.; Joshua Bonnette (370-3876), 1004 Oxford; Mary Ann Russell (347-8602), 1002 Oxford; and Bob Burch (642-1559), 914 Washington St. Carol Monks has been in attendance at meetings before regarding this item. She is requesting a 4-way stop at the intersection of S. 10th St. and Oxford. The others in attendance were in agreement with her regarding this request. The speed spy results were reviewed which indicated that speeding is not an issue in this location. The citizens stated that along with speed, their concern is the line of sight as motorists pull onto S. 10th St. from Oxford. In order to see the oncoming traffic on S. 10th St., drivers must partially enter the intersection. They further stated that when vehicles are parked on both sides of S. 10th St. in that location, two vehicles traveling in opposite directions are unable to go through the area at the same time. Carol Monks presented a petition signed by citizens living in the area indicating that they, too, want a stop sign in that location. It was noted by the committee that stop signs are used to control the flow of traffic, not speed, and that intersections with stop signs create the potential for more accidents. Kurt explained to the citizens that this committee is a recommending body to City Council who makes the final decision on all recommendations. Will made a motion to make a recommendation to City Council to make S. 10th St. and Oxford a 4-way stop intersection. Kurt seconded the motion. Mike voted – No, all others in favor. This recommendation will go before City Council at their regular meeting of September 22nd. It was noted that if the recommendation passes, the intersection will either be double-signed or a flashing light will be installed there to raise awareness of the change. There was also a suggestion to also add striping at the intersection which would not require City Council approval.

New Business:

1. Veteran's from Broadway to Sheridan – Request for Speed Reduction

Mike reported that he received a request from a council member to reduce the speed limit in this area to 45 mph. It was noted that the signage at the end of the road has been enhanced to be more visual. Ron made a motion to make a recommendation to City Council to reduce the speed limit on Veteran's from the top of the hill north of Broadway to Sheridan Rd. The motion failed for a lack of a second.

Around the Table

Betty Sherman (241-8870), 1314 Center St. attended the meeting to ask about parking in the 1300 Block of Center St. She indicated that vehicles are consistently parked on both sides of the street throughout the day. She asked why residents in that location need to purchase a sticker to park there and those who do park there don't have stickers. Don Baxter indicated that enforcement will be stepped up in that location prior to making any adjustments to the parking in that area. He also offered for her to contact him directly with further parking issues in this location.

Kurt reported that the sign and vehicle that had been obstructing the line of sight for vehicles going onto Broadway from 17th St. has been moved.

Bill asked if the recommendation for the speed limit on California Rd. from Allentown to Broadway got passed. It was passed. Signs will be posted.

Ron asked about the installation of the flashing stop sign on Derby at 7th St. He also asked for cross bars to be painted between the pedestrian crossing lines on 14th St. at Koch St.

Mike stated that seal coating will begin soon in various locations throughout town. He reported that he is looking into light options for the pedestrian crossing on Broadway at 20th St.

Bob Shaw reported that Broadway is now open between S. 8th and Margaret.

Respectfully Submitted,
Lee Ann Wrhel

NEXT REGULAR MEETING OCTOBER 3, 2014 @ 8:30 A.M.

Tazewell County Animal Control

City: City of Pekin

Date:

Billing for Month of:

August 2014

\$3,753.83

Tazewell Animal Control

Po Box 158

Tremont, IL 61568

City of Pekin

111 S. Capitol Room 242

Pekin, IL 61554

Animal Counts Brought in by Wardens between August 1, 2014 and August 31, 2014

City	Warden	Origin	PickUp Site	PickUp Dat	Species	Breed	Disposition	Days	Log #
Pekin									
	LOHNES	City	100 TAPS LANE	8/7/2014	Cat	DSH			141173
	LOHNES	City	201 FLEISHMAN	8/4/2014	Dog	PIT	R	9	141159
	HARMS	City	334 HERMAN	8/6/2014	Dog	PIT			141163
	HARMS	City	1507 S CAPITOL	8/6/2014	Cat	DLH			141164
	HARMS	City	401 CAPRI	8/1/2014	Dog	CHI	R	0	141144
	HARMS	City	1410 S 10TH	8/4/2014	Cat	DSH	E	9	141156
	HARMS	City	2108 VISTA DEL RIO	8/10/2014	Dog	GERM SHEP	R	1	141193
	HARMS	City	2108 VISTA DEL RIO	8/10/2014	Dog	GERM SHEP	R	1	141192
	LOHNES	City	45 CIRCLE	8/8/2014	Cat	DLH	R	5	141190
	LOHNES	City	1342 GEORGEANNE	8/8/2014	Cat	DSH	E	7	141189
	LOHNES	City	100 TAPS LANE	8/8/2014	Dog	CORGI MIX	A	20	141187
	LOHNES	City	PEKIN RIVERFRONT	8/8/2014	Other	GOOSE	REL	0	141183
	LOHNES	City	1110 SHIRE	8/8/2014	Dog	HUSKY	R	3	141181
	LOHNES	City	100 TAPS LANE	8/7/2014	Cat	DLH			141172
	LOHNES	City	VEERMAN/WILLOW	8/27/2014	Dog	PIT			141285
	LOHNES	City	228 COOPER	8/12/2014	Dog	SHEP MIX			141203
	LOHNES	City	2232 BROADWAY	8/22/2014	Cat	DSH			141261
	HARMS	City	1410 S 10TH	8/15/2014	Cat	DSH			141220
	LOHNES	City	BROADWAY	8/23/2014	Dog	LAB MIX	R	2	141265
	LOHNES	City	400 CAPRI	8/24/2014	Other	SQUIRREL	REL	0	141266
	LOHNES	City	301 LINDEN	8/25/2014	Dog	rott			141271
	LOHNES	City	BROADWAY AND 3RD	8/25/2014	Dog	BOXER/DACH	R	1	141272
	MORTIM	City	1729 ST CLAIR DR	8/21/2014	Dog	MIX	R	1	141251
	LOHNES	City	17 S 2ND	8/26/2014	Cat	DSH			141281
	LOHNES	City	2232 broadway	8/22/2014	Cat	DSH			141260
	LOHNES	City	WILSON SCHOOL	8/28/2014	Dog	HUSKY	R	0	141286
	LOHNES	City	2627 ALLENTOWN	8/28/2014	Dog	HUSKY	R	1	141292
	LOHNES	City	100 TAPS LANE	8/29/2014	Dog	BOXER MIX			141293
	HARMS	City	10TH & HIGHLAND	8/29/2014	Cat	DSH			141296
	HARMS	City	10TH & HIGHLAND	8/29/2014	Dog	CHI			141297
	HARMS	City	300 KOCH	8/29/2014	Dog	ST BERNARD			141301
	HARMS	City	2250 FLORENCE	8/30/2014	Other	POM MIX			141303
	HARMS	City	NORTH SIDE PEKIN PARK	8/31/2014	Dog	GOLDEN RET			141306
	LOHNES	City	1112 S 8TH	8/26/2014	Cat	DSH			141273
	MORTIM	City	526 STARE	8/17/2014	Other	BAT	REL	0	141229
	HARMS	City	125 ARROW	8/15/2014	Cat	DSH	E	0	141218
	LOHNES	City	2ND AND SOMMER	8/23/2014	Cat	DSH	D	0	141262
	HARMS	City	125 ARROW	8/15/2014	Cat	DSH	E	0	141217
	LOHNES	City	KOCH & MECHANIC	8/20/2014	Dog	BEAGLE	R	1	141242
	HARMS	City	125 ARROW	8/15/2014	Cat	DSH	E	0	141216
	HARMS	City	125 ARROW	8/15/2014	Cat	DSH	E	0	141219
	MORTIM	City	1020 MILLER	8/16/2014	Other	RABITT	D	0	141227
	MORTIM	City	1007 MARKET	8/15/2014	Other	PIGEON	REL	1	141222
	HARMS	City	125 ARROW	8/15/2014	Cat	DSH	E	0	141214
	HARMS	City	125 arrow st	8/15/2014	Cat	DSH	E	0	141213
	HARMS	City	204 MAPLE PARK	8/20/2014	Dog	SHEP MIX			141237
	SANDER	City	PEKIN MENARDS	8/20/2014	Dog	SHIHTZU	R	1	141238
	LOHNES	City	2009 ELCAMINO	8/20/2014	Dog	PIT	R	1	141239
	LOHNES	City	KOCH & MECHANIC	8/20/2014	Dog	LAB/PIT	R	5	141241
	HARMS	City	125 ARROW	8/15/2014	Cat	DSH	E	0	141215

Total Dogs picked up in Pekin: 24

Total Cats picked up in Pekin: 20

Total Others picked up in Pekin: 6

Animal Counts Brought in by Individuals between August 1, 2014 and August 31, 2014

City	In By	Origin	PickUp Site	PickUp Dat	Species	Breed	Disposition	Days	Log #
Pekin									
	Owner R	City	1107 LINCOLN ST	8/29/2014	Cat	DMH	E	4	141295
	Owner R	County	2032 WESTGATE DR	8/28/2014	Cat	DSH			141291
	Owner R	City	2032 WESTGATE DR	8/28/2014	Cat	DSH			141290
	Owner R	City	1 MARTIN CT	8/25/2014	Cat	DSH	E	0	141268
	Individua	County	CRANWELL'S	8/14/2014	Dog	LAB MIX	A	19	141211
	Individua	City	2201 SIERRA	8/11/2014	Cat	DSH	E	9	141201

Total Dogs picked up in Pekin: 1

Total Cats picked up in Pekin: 5

Total Others picked up in Pekin: 0

**PEKIN POLICE DEPARTMENT
END OF MONTH REPORT FOR AUGUST 2014**

	AUGUST 2013	JULY 2014	AUGUST 2014
TRAFFIC TICKETS	378	581	469
WARNING TICKETS	100	104	143
OFFENSES	542	425	434
ARRESTS	290	209	238
PARKING TICKETS	170	190	175
STOPS	1377	1035	883

CITY ORDINANCE TICKETS FOR AUGUST 2014

NUMBER OF TICKETS WRITTEN 72

NUMBER OF TICKETS PAID OVER THE COUNTER 25

FINES COLLECTED OVER THE COUNTER \$3,350.00



**LIQUOR COMMISSION MINUTES
THURSDAY, AUGUST 28, 2014
4:00 P.M.
CITY HALL COUNCIL CHAMBERS**

Deputy Liquor Commissioner Rick VonRohr called the meeting to order at 4:02 p.m.

PLEDGE of ALLEGIANCE

ROLL CALL

The following members were present for roll call:, Fire Chief Kurt Nelson, Liquor Commissioner Rick VonRohr, Commission Member Buster Hanley and Commission Member Dale Vonderheide.

Absent: Liquor Commissioner Laurie Barra and Police Chief Greg Nelson

Also present: Attorney Sue Bosich – Corporation Counsel

APPROVAL OF AGENDA

Motion made by Fire Chief Kurt Nelson to approve the Agenda for August 28, 2014, seconded by Commission Member Hanley. On roll call vote all present voted Aye. Motion carried.

APPROVAL OF MINUTES

Motion made by Commission Member Hanley to approve the Liquor Commission Minutes of June 26, 2014, seconded by Commission Member Vonderheide. On roll call vote all present voted Aye. Motion carried.

NEW BUSINESS

New Liquor Application: Cottage Industry, LLC dba Goodfellas, 1414 N. 8th Street – Stephan Ruggiero and Henderson Crawford Wand

Attorney Bosich stated the new site plan with the application is okay. Chief Kurt Nelson stated all okay on the Fire Department end.

Liquor Commission Dale Vonderheide made a motion to approve the Cottage Industry, LLC dba Goodfellas for a City of Pekin liquor license, seconded by Commission Member Hanley. On roll call vote all present voted Aye. Motion carried.

New Liquor Application: DBD, Inc. dba The Slot Shot, 424 Derby Street – David Mahony

Attorney Bosich wanted to make clear on the Insurance letter submitted in the application. The City Clerk's office will need the Declaration page of the paid Insurance before a liquor license will be issued. This would also be a Conditional Grant since work has to be done on the building. The site plan also list the contractors and a 90 day time work limit. If not completed in the 90 days DBD, Inc. dba The Slot Shot would have to come back in front of the Liquor Commission.

Fire Chief Kurt Nelson will have to research the Fire Code and will let David Mahony know if a back door will have to be put in.

Liquor Commission Member Hanley made a motion to approve the liquor license for DBD, Inc. dba The Slot Shot at 424 Derby Street as a 90 day Conditional Grant that all work is to be completed and Inspections, Police and Fire have their final walk-throughs. Seconded by Liquor Commission Member Vonderheide. On roll call vote all present voted Aye. Motion carried.

2% FOOD AND BEVERAGE TAX LATE RETURNS

Deputy Liquor Commissioner VonRohr advised the members that there were two late returns; Friends Tap and Roxy's Bowling Lanes on their 2% Food and Beverage tax. They were due by the 20th of the month. Attorney Bosich will send a letter to Roxy's Bowling Lanes. Friends Tap is only a few days late.

PUBLIC INPUT/COMMENTS/QUESTIONS

Nothing at this time

ANY OTHER BUSINESS

Commission Member Hanley asked about the Gaming Licenses and the little cafés that are opening up and if there was a cap on these. How many do we need? Deputy Liquor Commissioner VonRhor stated there hasn't been any trouble (criminal activity) with the ones that are open. If this does become a problem in the future we can bring back to the Commission to discuss.

Attorney Bosich informed the Commission she was going to do more research on the BYOB. Example was Restaurants that don't want to get a City of Pekin Liquor License, serve food, but have customers bring their own alcohol.

Deputy Liquor Commissioner VonRohr made a motion to adjourn, seconded by Fire Chief Kurt Nelson, meeting adjourned at 4:50 P.M.

Next Meeting will be Thursday, September 25, 2014 at 4:00 P.M.

Respectfully submitted

Sue McMillan
City Clerk

ORDINANCE NO. 1462-A338 – 14/15

**AN ORDINANCE AMENDING TITLE 8, CHAPTER 2, SECTION 9
OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING AUTHORIZED STOP SIGNS
ON SOUTH TENTH STREET**

WHEREAS, the Code of the City of Pekin 1995 was adopted on April 10, 1995, and duly published in book form;

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 Traffic Safety Committee reviewed concerns of the uncontrolled intersection and speed from Park Avenue through Derby Street on S. Tenth Street, at the meetings on August 1, 2014 and September 5, 2014; and

WHEREAS, the City Council was presented an ordinance and motion failed to reduce speed from Park Avenue through Derby Street on S. Tenth Street, at the meeting on August 25, 2014; and

WHEREAS, after further review it is in the best interests of the safety and welfare of the residents of the City of Pekin, Tazewell County, Illinois that all vehicles be required to stop at the intersection of S. Tenth Street and Oxford Avenue; and

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

1. That Title 8, Chapter 2, Section 9 be amended by adding the following Stop Control:

<u>Control</u>	<u>On Street</u>	<u>At or From</u>	<u>Direction</u>
Stop	S. Tenth Street	Oxford Avenue	North-South

BE IT FURTHER ORDAINED that all other parts of the Code of the City of Pekin 1995 as amended except as modified herein are hereby reaffirmed and ratified and are in full force and effect.

BE IT FURTHER ORDAINED that all Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

BE IT FURTHER ORDAINED that this Ordinance shall be in full force and effect upon its passage, approval and publication as required by law.

PASSED AND APPROVED at the regular meeting of the City Council of the City of Pekin, this _____ day of _____, 2014; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2014

Mayor

ATTEST:

City Clerk





REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk & City Manager

From: Michael Guerra, City Engineer

AGENDA ITEM: Change Order - Wastewater Treatment Plant, Phase 2B

AGENDA DATE REQUESTED: September 29, 2015

ACTION REQUESTED: Approve Change Order #5 for Phase 2B for the WWTP in the amount of \$103,485

DESCRIPTION: Phase 2B construction of the wastewater treatment plant commenced in May of 2012 with the construction of the new plant within the foot print of the existing plant. This is the fifth change order and includes additions for 3 items due and the deletion of 1 item for changes that are needed to complete the construction CSO lagoon. This is the change order that council has been made aware of at previous council meetings.

Attached are the descriptions of the changes that are required with the amount added or deducted. Additional background information concerning the cause of these change orders is also attached. The request for proposal documentation packet will be available for review with the City Clerk or the City Engineer.

Overall for phase 2B the original contract was \$14,850,000.00 and with the all change orders it is now \$15,338,103.00 which is a 3.3% increase. The allowable loan contingency was 3% in which \$60,882.00 is remaining in the balance. Therefore this change order will exceed the loan contingency making the remaining \$42,603 the City's sole responsibility which cannot be incorporated into the low interest loan. Overall with a project of this size and complexity a 3.3% change is reasonable.

I would recommend that this change order for the project be approved so that phase 2B can be completed.

FINANCIAL IMPACT: \$42,603 for changes that can't be incorporated into the loan.

NEIGHBORHOOD CONCERNS: None

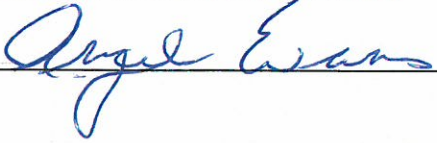
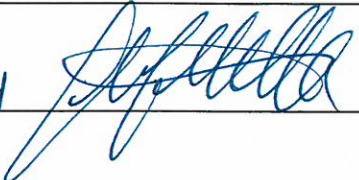
IMPACT IF APPROVED: Work will continue and the project stays on schedule to meet mandated completion date

IMPACT IF DENIED: Work will be delayed which will cause failure to complete the project as outlined in our IEPA approved CSO plan.

ALTERNATIVES: 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 improves the quality of life for Pekin's residents.
	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.
REQUIRED SIGNATURES	
Department Director: 	
Date: 9/15/14	
Finance Department (Certification of Availability of Funds):	
Date: 9-15-14 	
Corporation Counsel:	
Date:	
City Manager:	
Date: 09/15/14 	

Change Order

No. 5

Date of Issuance: 09/1/2014

Project: Wastewater Treatment Plant (STP #1) Improvements – Phase 2B	Owner: City of Pekin
Contract: Wastewater Treatment Plant (STP #1) Improvements – Phase 2B	Date of Contract: 5/7/2012
Contractor: Williams Brothers Construction, Inc.	Engineer's Project No.: 0110781.00

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

See Attachment #1 – List of Change Order Items and Justifications

Attachments (list documents supporting change):

See Attached RFP's #42, 43

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 14,850,000.00

[Increase] from previously approved Change Orders No. 1 to No. 4:

\$ 384,618.00

Contract Price prior to this Change Order:

\$ 15,234,618.00

Increase of this Change Order:

\$ 103,485.00

Contract Price incorporating this Change Order:

\$ 15,338,103.00

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days X Calendar days

Substantial completion (days or date): 1020

Ready for final payment (days or date): 1050

[Increase] from previously approved Change Orders No. 1 to No. 4:

Substantial completion (days): 90

Ready for final payment (days): 90

Contract Times prior to this Change Order:

Substantial completion (days or date): 1110

Ready for final payment (days or date): 1140

Increase of this Change Order:

Substantial completion (days or date): 0

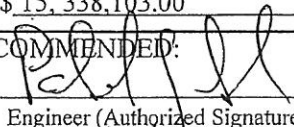
Ready for final payment (days or date): 0

Contract Times with all approved Change Orders:

Substantial completion (days or date): 1110

Ready for final payment (days or date): 1140

RECOMMENDED:

By: 
Engineer (Authorized Signature)

Date: 09/11/2014

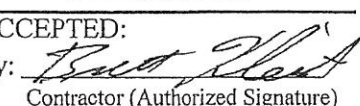
Approved by Funding Agency (if applicable):

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: 
Contractor (Authorized Signature)

Date: 09-11-14

Date: _____

ATTACHMENT #1

Change Order Items and Justification

1. RFP #042 – DELETED
2. RFP #043 –

Background Information:

- A. The CSO Storage Basin on the WWTP #1 site is an integral part of the IEPA approved Long term Control Plan (LTCP) for mitigation of Combined Sewer Overflow. It has a storage capacity of approximately 11 million gallons to store captured CSO for subsequent full treatment at WWTP #1.
- B. The CSO storage basin was included in the WWTP#1 Phase 2 project due to its immediate proximity and location on the WWTP site both to mitigate remobilization of a major construction and earthwork effort on a completed WWTP site and the fact it can be used concurrent with completion of the WWTP #1 project in advance of the Phase 3 and 4 LTCP improvements upstream of the plant.
- C. The CSO Basin is located in the area of the former WWTP #1 sludge lagoons. These lagoons were constructed in the 1930's and over the years were evidently modified, diked, reshaped, and deepened. Beyond some record 1936 layout plans, no other records existed. At the time of the Phase 1 Facility Planning Study in 2008, the existing digesters were operating at marginal capability due to a multiplicity of equipment issues. Essentially large volumes of thin sludge have been deposited into and surficially decanted from the lagoon for over 70 years.
- D. IEPA design codes require the CSO Basin to be constructed with a 2 ft. thick inner clay soil liner with a tested permeability of 10^{-7} cm/s. In the absence of a clay liner, a membrane liner system or bentonite liner can be used.
- E. Soil boring investigations on the site were first completed in the fall of 2008 during the Phase 1 project design. The soil boring investigations were amended in the early spring of 2011 during Phase 2 design. These included borings around the sludge lagoon to the extent accessible. The sludge lagoon interior was entirely inaccessible (wet, submerged, and filled with sludge) and the perimeter berms were heavily obstructed with trees, shrubs and other vegetative growth. At the time, the sludge lagoon berms received no regular maintenance (mowing, cleaning, or vegetation clearing) over many years.
- F. The soils report as amended into the Phase 2 contracts indicated the presence of a seam of suitable clay proximate to the proposed CSO Basin bottom elevation. The contract was written to utilize these clay soils for construction of the inner clay liner.
- G. During excavation for the Phase 2A aeration basin structure located adjacent to the CSO Basin, soils were observed and very little suitable soils for the CSO Basin liner were observed. At that time anticipating a worst case possibility of locating very little suitable clay soil for the CSO basin liner, other contingent possibilities were investigated, designed, evaluated and priced. Negotiated pricing for a bentonite soil amended liner in two 1 ft. lifts over the entire extent of the lagoon was

\$418,000. Obviously this pricing was a serious concern and worry, but the final impact of an alternative to a clay liner for the CSO Basin was unknown until the actual CSO Basin construction work could proceed. The construction of the CSO Basin first required clearing, dredging and excavation of the former sludge lagoon that proved to be a massive deposition of agglomerated sludge in excess of 12 ft. depth.

- H. During construction of the CSO Basin, daily inspections were conducted including advance potholing and lab investigations of soils encountered. These were performed concurrent with the ongoing construction. In summary, suitable clay soils were located and made available for construction of the southern half of the basin bottom, as well as, the bulk of the perimeter berm. Some additional liner soil was also extracted from the south secondary clarifier excavation.

RFP #043 is divided into seven items as follows:

- A. A proposed access ramp lane to the CSO basin berm will be deleted and revised to a simpler ramp in an alternate location. This was mutually discussed among the engineer and staff as a viable cost offset item. (\$23,636)
- B. A pocket of lagoon sludge remains at base grade near the east central portion of the CSO basin. Insufficient suitable clay soil is available on-site for over-excavation and replacement of this material and groundwater surcharge conditions occur at any excavation below the CSO basin base grade elevation rendering over-excavation impossible without subsurface dewatering. This area will be covered with a 6-inch poured concrete cap to serve as underlayment for a bentonite membrane liner because the sludge pocket material alone is insufficient to support any type of liner. \$40,231
- C. The base grade in the northern half of the CSO Basin consists of variable soils, all unsuitable for use as a liner. Insufficient suitable clay soil is available on-site for over-excavation and replacement of this material. Groundwater surcharge conditions occur at any excavation below the base grade elevation. A bentonite clay liner consisting of a bentonite layer sandwiched between two geotextile fabrics with an impermeable membrane underlayment will be used and bridged and anchored to the southern basin base and perimeter berm soil clay liner. A 12 in. general soil protective overburden is required for the bentonite liner. The contractor has further reduced contractual overhead allowances on this item to mitigate cost impact. \$73,475
- D. Insufficient clay soil was located to complete the southwest perimeter berm liner (upper third) requiring a second earth movement from a completed section of berm adjoining the east side of the aeration basins (the aeration basin wall will comprise the 'liner' with compensatory fill soil taken from other on-site areas). \$13,415
- E. Item 5 is DELETED.
- F. Item 6 is DELETED
- G. See item 7 is DELETED

Total Cost of RFP Items: \$ 103,485.00

See attached RFP and Change Order Proposal Packets for additional details. See attached summary tabulation of costs.



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk & City Manager

From: Michael Guerra, City Engineer

AGENDA ITEM: Agency Agreement with Illinois Department of Transportation – Airport Improvement Program

AGENDA DATE REQUESTED: September 29, 2014

ACTION REQUESTED: To approve the Agency Agreement with IDOT for funding the Local Share for the Runway Project

DESCRIPTION: This is the agency agreement for the local participation for the Airport Improvement Program for the Runway – Replace Runway Subgrade Drainage System and Install Transverse Drainage; Remove and Replace Bituminous Pavement; Re-mark Runway Project. At the August 25th council meeting the council approved the State to award the bid to RA Cullinan & Son. This is the follow-up agreement with the State for the funding of the project. For this project the City is responsible for a 5% share of the cost for engineering and construction. Therefore the City's share is \$20,470.00 (\$15,158.98 for construction and \$5,311.20 for engineering) of the \$409,400.00 total project cost. Money is included in the budget for the local share on this project.

Participation for Federal and State funded roadway projects typically range 10 -30%, so this participation is relatively small and makes for an affordable infrastructure improvement to the airport.

I recommend that the agreement be approved.

FINANCIAL IMPACT: \$20,470.00 of Airport Funds

NEIGHBORHOOD CONCERNS: None

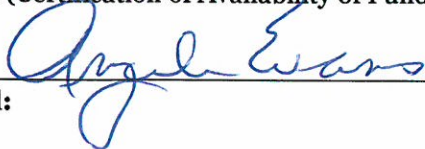
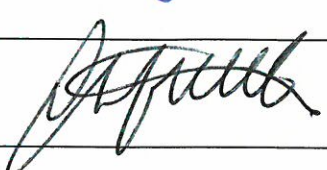
IMPACT IF APPROVED: Project can be awarded and construction will start

IMPACT IF DENIED: The project will not be awarded. The City would forfeit all of the State funding.

ALTERNATIVES: None

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

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

	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.
REQUIRED SIGNATURES	
Department Director:	
Date:	9/11/14
Finance Department (Certification of Availability of Funds):	
Date:	9-21-14 
Corporation Counsel:	
Date:	
City Manager:	
Date:	09/12/14 



Illinois Department of Transportation

Division of Aeronautics

1 Langhorne Bond Drive / Springfield, Illinois / 62707-8415

September 4, 2014

Mr. Mike Guerra
City Engineer
City of Pekin
111 South Capital Street
Pekin, Illinois 61554-8400

Re: Agency Agreement for Execution

Project Description: Runway - Replace Runway Subgrade Drainage System
& Install Transverse Drainage; Remove & Replace Bit. Pavement; Re-mark
Runway

Letting Date: August 1, 2014

Illinois State Block Grant(s): 3-17-SBGP-111

Illinois Project: C15-4329, Contract: PN008

Dear Mr. Guerra:

Enclosed for execution by the City of Pekin are the original and one (1) copy of the Agency Agreement for the above referenced project.

Bids were received for this project on August 1, 2014. In order for the Division to award this contract, please return the signed agreements 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.

Please note that the Agency Agreement has had some additional language added. Read the Agency Agreement in its entirety and note any changes. There is also an added form at the very end of the agreement in regards to OMB Circular A-133.

At this time, 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: \$20,470.00. Please note that the local share must be received prior to making the project active.

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,
C15-4329, 3-17-SBGP-111, PN008."

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

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Steven J. Long".

Steven J. Long, P.E.
Acting Chief Engineer

Enclosure (2)

SJL/rsb

**AGENCY AGREEMENT
AIRPORT IMPROVEMENT PROGRAM
CFDA 20.106
ILLINOIS STATE BLOCK GRANT NUMBER(S): 3-17-SBGP-111
ILLINOIS PROJECT NUMBER: C15-4329**

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, the Municipality has applied for State assistance in procuring State or federal funds and hereby designates the Department as required by the above legal authority to accomplish the Project described below; 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 official Notice-to-Proceed date for the project considered under this Agreement is the date of the IDOT Program Letter (herewith attached) in which the Sponsor is notified of the project's inclusion in the state's multi-modal program thereby allowing all costs incurred after that date considered eligible for participation subject to review and approval by the Department.

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 C15-4329, State Block Grant Number(s) 3-17-SBGP-111, and described as:

Various Airport Development under the State Block Grant Program
**Runway - Replace Runway Subgrade Drainage System & Install
Transverse Drainage; Remove & Replace Bit. Pavement; Re-mark Runway**

- 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 "Project Coordinator" as used herein mean an employee of the Department who shall be responsible for the overall coordination and accomplishment of the Project.
- 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.
- H. The word "Contractor" as used herein shall mean a person, firm, corporation, or entity employed by the Municipality, by a contract approved by the Department or the FAA, to complete this Project.

RECEIPT AND DISBURSEMENT OF FUNDS

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 grant, 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 \$409,400.00.

90%	Federal	<u>\$368,460.00</u>
5%	State	<u>\$20,470.00</u>
5%	Local	<u>\$20,470.00</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.

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 as 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 will participate to the extent of the aforesaid appropriate percentages in overruns and contingencies 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 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, the surplus shall go to the Federal/Local Fund Account to be used for other 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 the costs as heretofore stated. The Municipality hereby grants to the Department the right to audit any books and records of the Municipality to verify said funds. 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 said obligation 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 credit or reimburse to the Municipality any excess funds provided 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 Project Coordinator 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.

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 6 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 Project Coordinator, 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.

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

- 10. The Municipality shall agree 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. 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. If the Municipality expends \$500,000.00 or more during its fiscal year in federal financial assistance from any source, it shall have an audit made in accordance with the Single Audit Act Amendments of 1996 (31 USC Chapter 75) and OMB Circular A-133.
 - 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 grantee 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 (within its powers to do so) the Airport and its environs for compatible land use. The Municipality shall adopt airport hazard zoning regulations or shall request the Department to adopt airport hazard 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. Any federal grant under this Agreement shall be valid for the useful life of the Project or for twenty (20) years, whichever is longer.
21. 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.
22. 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.

23. 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.
24. The Municipality shall comply with all of the attached assurances, federal regulations, and laws, as shall apply to the Project, which are hereby incorporated into this Agreement by reference.
25. 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. Mike Guerra
City Engineer
City of Pekin
111 South Capital Street
Pekin, Illinois 61554-8400

SPECIAL CONDITIONS

26. 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.
27. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts: Title 2 CFR Part 1200). By signing this agreement, the Municipality is providing the certification set out below.

- a. The inability of the Municipality to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Municipality shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department's determination whether to enter into or continue with this transaction. However, failure of the Municipality to furnish a certification or an explanation shall disqualify it from participation in this transaction.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined 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 transaction for cause of default.
- c. The Municipality shall provide immediate written notice to the Department if at any time it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- d. 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 clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
- e. The Municipality agrees by entering this agreement 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 by the Department.
- f. The Municipality further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g. The Municipality may rely upon a certification of a participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the

certification is erroneous. The Municipality may decide the method and frequency by which it determines the eligibility of its principals. The Municipality may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded from Federal Procurement or Nonprocurements Programs" (Nonprocurement List) which is compiled by the General Services Administration.

- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records by this clause. The knowledge and information of the Municipality is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - i. Except for transactions authorized under paragraph (f) of these instructions, 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 this transaction, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.
- 28. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions. The Municipality certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
 - b. Have not within a 3-year period preceding this agreement been convicted of or had a civil judgment rendered against them 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 antitrust 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 paragraph 28(b) of this certification; and
 - d. Have not within a 3-year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the Municipality is unable to certify to any of the statements in this certification, it shall attach an explanation to this agreement.

29. Instructions for Certification – Lower Tier Covered Transactions: (Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more: Title 2 CFR Part 1200). By signing and submitting this agreement, the lower tier is providing the certification set out below.
- a. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.
 - b. The lower tier participant shall provide immediate written notice to the Department if at any time the lower tier participant learns that its certification was erroneous by reason of changed circumstances.
 - c. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “primary covered transaction,” “participant,” “person,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Department Coverage sections of rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
 - d. The lower tier participant agrees by entering into this agreement 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 by the Department.
 - e. The lower tier participant further agrees by entering this agreement that it will include this clause titled, “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 - f. A participant in a covered transaction may rely upon a certification of a participant in a lower tier covered transaction that is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction; unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List which is compiled by the General Services Administration.

- g. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.
 - h. Except for transactions authorized under paragraph (e) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
30. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions:
- a. The lower tier participant certifies, by submission of this agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - b. Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this agreement.
31. 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> and
<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.

32. 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 |

33. The Municipality further certifies, in accordance with Public Act 95-971, 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).

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

DUNS Number: **030228832**

35. 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.

36. 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.)

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

This Agreement will expire five years from the execution date.

City of Pekin
a Municipal Corporation

Attest:

By: _____
City Clerk

By: _____
Mayor

Printed or Typed Name

Printed or Typed Name

Date: _____

Date: _____

(SEAL)

DIVISION OF AERONAUTICS

Susan R. Shea
Director of Aeronautics

Date: _____

(SEAL)

STATE OF ILLINOIS
DEPARTMENT OF
TRANSPORTATION

Charles J. Ingersoll, Director
Office of Planning/Programming

Tony Small, Director
Office of Finance and Administration

Date: _____

Date: _____

Michael A. Forti
Chief Legal Counsel

Erica Borggren
Acting Secretary of Transportation

Date: _____

Date: _____

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

Does this project receive Federal funds? ☒ Yes ☐ No

Amount of Federal funds: \$368,460.00

Federal Grant Number(s): 3-17-SBGP-111

Grant(s) Award Date: 8/18/14

Illinois Project Number: C15-4329

Project Description: Runway - Replace Runway Subgrade Drainage System & Install Transverse Drainage; Remove & Replace Bit. Pavement; Re-mark Runway

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 COMPLIANCE WITH FEDERAL OMB-CIRCULAR A-133

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 OMB Circular A-133 applies to your organization, this certification or a copy of your OMB A-133 single audit must be submitted 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 OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, such non-federal entities that expend \$500,000 or more in federal awards in a year are required to have a single audit performed in accordance with OMB Circular A-133. The Illinois Department of Transportation (IDOT) 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 IDOT. It is the responsibility of the agencies expending federal funds

to comply with the requirements of OMB Circular A-133 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:

If your agency expended \$500,000 (or the current OMB Circular A-133 qualifying amount) 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 OMB Circular A-133 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.

This is an annual requirement for every year in which you expended funds for this project.

If your agency did not expend \$500,000 (or the current OMB Circular A-133 qualifying amount) or more 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 on the following page.

This is an annual requirement for every year in which you expended funds for this project.

If your agency receives multiple awards from the department, only one annual submittal of this information is required.

Please submit a copy of your OMB Circular A-133 single audit or the Single Audit Not Required Certification to:

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

Attn: Sam Frioli

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:

Comprehensive Annual Financial Report (Financial Statements).
Schedule of Expenditures of Federal Awards and Independent Auditor's Report thereon.
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.
Independent Auditor's Report on Compliance with Requirements Applicable to each Major Program and on Internal Control over Compliance in accordance with OMB Circular A-133.

Additional information which should be submitted:

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

For your convenience, you may also submit the information via email to Sam Frioli at Sam.Frioli@illinois.gov or via fax at 217/782-5634. If you have any questions, please contact Sam Frioli 217/782-5717.

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 OMB Circular A-133 applies to your organization, this certification or a copy of your OMB A-133 single audit must be submitted 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

I certify that _____ did not expend \$500,000 or more 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. _____

Fiscal Year End: _____

Email address: _____

State Num: C15-4329-0000 Program Year: 2014 **Project Status Report** Exhibit 1 As of 4 Sep 2014 13:56 Page 1

Federal Num: 3-17-SBGP-111 N, 3-17-SBGP-111 A

Airport: PEKIN MUNICIPAL AIRPORT

Fed Status: Pending State Status: Pending

Description: Runway - Replace Runway Subgrade Drainage System & Install Transverse Drainage; Remove & Replace Bit. Pavement; Re-mark Runway

Line Item Status

Num	Description	Total	Federal	State	Local	Pd to Date	Balance
1	Construction - R A Cullinan As Bid	303,179.55	272,861.60	15,158.97	15,158.98	0.00	303,179.55
2	Eng. Preliminary - Costs Incurred - Hanson HPS L.S. PASD	17,901.00	16,110.90	895.05	895.05	0.00	17,901.00
3 +	Eng. Design - Costs Incurred - Hanson Fee Reduction	27,222.00	24,499.80	1,361.10	1,361.10	0.00	27,222.00
4	Eng. Construction - Costs Incurred - Hanson HPS Inspection	48,028.00	43,225.20	2,401.40	2,401.40	0.00	48,028.00
5	Special Services-Costs Incurred - Hanson HPS CPFF CatEx	2,536.00	2,282.40	126.80	126.80	0.00	2,536.00
6	Inter-fund transfer OUT - Treas, St of IL	0.00	0.00	0.00	0.00	0.00	0.00
7	Inter-fund transfer IN - Treas, St of IL	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL ELIGIBLE COSTS		398,866.55	358,979.90	19,943.32	19,943.33	0.00	398,866.55
Reserves (+) / shortfalls (-)		10,533.45	9,480.10	526.68	526.67	0.00	10,533.45
TOTAL APPROVED FUNDING		409,400.00	368,460.00	20,470.00	20,470.00	0.00	409,400.00

Funding Summary				
Amend Num	Description	Total	Federal	State
	Agency Agreement	409,400.00	368,460.00	20,470.00
TOTAL APPROVED FUNDING		409,400.00	368,460.00	20,470.00
Program budget (for information only)		526,811.00	474,129.00	26,341.00



Illinois Department of Transportation

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

May 31, 2013

Mr. Clayton Stambaugh
Airport Manager
Pekin Municipal Airport Commission
111 South Capital Street
Pekin, Illinois 61554

Dear Mr. Stambaugh:

For Fiscal Year 2014, the Illinois Department of Transportation's Proposed Airport Improvement Program includes projects at airports throughout the state to ensure continued safe and efficient operations at these facilities as well as maximizing opportunities for economic development in Illinois.

Following, for your information, are the federally funded projects for your airport that are included in the Federal Fiscal Year (FFY) 2014 Proposed Airport Improvement Program. This program is based on federal funding levels established in the current federal funding legislation which provide for a minimum of \$1 million in entitlement funds for primary airports as well as \$150,000 entitlements for non-primary airports. The federal legislation calls for a 90% federal match and the state and local match will be 5% for all projects which are eligible for state funding. All other federal projects will require a 10% local match.

The projects included in the program were selected from the many projects that were submitted as the result of the fall of 2012 Transportation Improvement Program (TIP) meetings. Federal, state and local priorities weighed heavily in the selection process.

The FFY 2013 and prior program contains the following federal projects for your airport:

Rehabilitate west apron (This is a F/S/L and a S/L project combined)	Entitlement	\$148,500
	State Apportionment	\$99,000
	Discretionary	\$0
	State Match	\$265,750
	Local Match	\$41,750
	Total	\$555,000

Mr. Clayton Stambaugh
May 31, 2013
Page Two

The FFY 2014 Airport Improvement Program contains the following federal projects for your airport:

Replace subgrade drainage	Entitlement	\$148,500
system and install transverse	State Apportionment	\$325,629
drainage, remove and replace	Discretionary	\$0
bituminous pavement, and	State Match	\$26,341
remark.	Local Match	\$26,341
	Total	\$526,811

The projects contained in this letter are officially programmed for development. This letter herewith constitutes the official "Notice to Proceed" for these projects. It is now the airport sponsor's responsibility to initiate the professional services phase of the project for your specific project type (planning development, equipment procurement, T-hangar development, land acquisition or design plans and specifications development). This is accomplished by contacting the Division of Aeronautics, either directly or through your consultant, to schedule a project initiation meeting. Where construction projects are programmed, you should contact the Division of Aeronautics' design engineer for your airport to initiate a pre-design meeting.

The Division of Aeronautics maintains a letting schedule for construction projects that needs to be strictly followed to ensure that 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 that professional services effort is eligible 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(s) prior to any professional services costs being incurred. This should take place as soon as possible, but definitely prior to the project initiation/pre-design meeting. The Division of Aeronautics will assist in guiding you through that process and the initial development and review of fees.

If you have any questions concerning the program, please contact Mike McCue at 217-782-0698 or BJ Murray at 217-782-4118.

Sincerely,



Charles J. Ingersoll, P.E.
Director

cc: Director Susan Shea, Ph.D.

ORDINANCE NO. 2708-14/15

AN ORDINANCE AMENDING SECTION 1-5-5 D AND SECTION 1-5-5F

WHEREAS, the Code of the City of Pekin 1995 was adopted on April 10, 1995, and duly published in book form; and

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, consolidating the time for public input at Council meetings will facilitate the efficient conduct of business by the Council, and provide for timely input from the public; and

WHEREAS, such consolidation will allow input on whatever proper topics the public desires before any action is taken, and thereby will be beneficial to the Council.

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

SECTION I. That the City of Pekin finds the facts of the recitals herein above set forth.

SECTION II. That the following change in Section 1-5-5, Conducting Business, of the City Code of the City of Pekin.

Section 1-5-5D is modified from its current order of business to provide at Section 5, public input on Council items and public comment on other public issues (except public hearing).

Section 1-5-5D in its current form is deleted, and in its place, the following is inserted:

“Order of Business: The Council shall transact business in the following manner, unless the same be temporarily suspended by a vote of two-thirds of the Council:

1. Pledge of Allegiance
2. Roll Call
3. Approval of Agenda
4. Approval of Minutes
5. Public input on items on the Agenda, Public Comments and Questions (except public hearings)
6. Consent Agenda
7. Communications, Petitions, Reports (which shall include bid openings and public hearings)
8. Old Business
9. New Business
10. Any business to come before Council – Staff and Council comments
11. Press Time
12. Adjourn to Executive Session (if applicable)
13. Adjournment (Ord.No. 2433 05/23/05)”

In addition, Section 1-5-5F4, shall be modified and deleted in it’s entirety, and amended Section 1-5-5F4 shall be inserted:

“Public input shall be limited to comments and questions to the Council upon agenda items or such past, present and pending matters upon which the Council has supervisory, appointive or legislative authority or to hear a citizen petition for redress of grievances.”

SECTION III. That the City of Pekin, Tazewell County, Illinois, is a home rule unit of government under Section 6 of Article VII of the 1970 Constitution of the State of Illinois; and

SECTION IV. All Ordinances or portions thereof in conflict with this Ordinance are hereby repealed.

SECTION V. That this Ordinance shall be in full force and effect upon its passage and approval.

PASSED AND APPROVED at a regular meeting of the City Council of the City of
Pekin, this _____ day of _____, 2014; and upon roll call the vote was as
follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2014.

MAYOR

ATTEST:

CITY CLERK