



REGULAR COUNCIL MEETING MONDAY, SEPTEMBER 12, 2016

SPECIAL TIME 4:00 P.M.

	1	2
1.0 CALL TO ORDER		
2.0 PLEDGE OF ALLEGIANCE <i>Mayor John McCabe</i>		
3.0 ROLL CALL <i>Clerk to Call the Roll</i>		
4.0 APPROVAL OF AGENDA ACTION: Motion to approve the meeting agenda. VOTE REQUIRED		
5.0 EXECUTIVE SESSION 5 ILCS 120/2 (c) 1. The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body.		
6.0 APPROVAL OF MINUTES ACTION: Motion to approve minutes of Regular Council Meeting of August 22, 2016. VOTE REQUIRED		
7.0 PUBLIC INPUT		
8.0 CONSENT AGENDA		
7.1 Receive and File Monthly Reports and Minutes: Draft Liquor Commission Minutes dated August 25, 2016.		5
7.2 Receive and File: Illinois Department of Transportation Computation FY 2017 Municipal Maintenance of State Highways.		5
7.3 Proclamation: "Intellectual Disabilities Week" September 16-18, 2016		5
ACTION: Motion to approve all items listed on the Consent Agenda by Omnibus Vote. VOTE REQUIRED TO APPROVE CONSENT AGENDA		
9.0 COMMUNICATIONS, PETITIONS, REPORTS		
9.1 Efficiency Study		

10.0 NEW BUSINESS		
10.1 Ordinance No. 2746-16/17 –Amending Title 1, Chapter 12 “Administrative Adjudication of Violations of the City Code” of the City of Pekin, Illinois, to Create a New Section “Administrative Adjudication of Non-Vehicular Code Violations” DESCRIPTION: Updates the code as it pertains to hearings and collection of costs associated with administrating the revamped adjudication program. Provisions allow the burden to shift from taxpayer to the violator. VOTE REQUIRED	JD	2
10.2 Ordinance No. 2747-16/17 Amending Title 8 Traffic Code of the City of Pekin, Illinois, by Repealing 8-4-7 “Penalties” and Creating a New Chapter 10, “Administrative Adjudication of Violations of Traffic Regulations Concerning the Standing, Parking or Condition of Vehicles” DESCRIPTION: Updates adjudication provisions in the Code to bring in compliance with state statutes. Adds court cost to those found liable at hearing and those who do not pay and fail to respond. VOTE REQUIRED	JD	2
10.3 DACRA Computer System and Software Agreement DESCRIPTION: Authorizes the contract and purchase of software to implement electronic ticketing, adjudication management as well as code enforcement tracking. VOTE REQUIRED	JD	2
10.4 Recycling Grant Between the City of Pekin and County of Tazewell DESCRIPTION: Accepts the terms for use of the annual Recycling Grant Agreement in the amount of \$69,010.00 from Tazewell County in support of the City’s recycling drop-off facility at 2 nd Street and Cynthiana and daily dumping fees from curb side recycling. VOTE REQUIRED	SN	5
10.5 Pekin Airport Taxiway Lighting DESCRIPTION: Concurrence in Award for Construction Phase of Illinois Project C15-4446 – Replace Taxiway Lighting and Associated electrical Regulator to J.H. Moore Inc. VOTE REQUIRED	MG CS	3
10.6 Possible Sanction of a Council Member for Misconduct		
11.0 ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL		
11.0 EXECUTIVE SESSION 5 ILCS 120/2 (c)		
12.0 ADJOURN NO VOTE REQUIRED		

Column 1 Key:

SN Sarah Newcomb Interim City Manager CS Clayton Stambaugh Airport Manager
JD John Dossey Police Chief

Column 2 Key:

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

**PROCEEDINGS OF THE REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF CITY HALL
111 SOUTH CAPITOL STREET
ON MONDAY, AUGUST 22, 2016 AT 5:30 O'CLOCK P.M.**

JOHN MCCABE * MAYOR * PRESIDING

PRESENT: COUNCIL MEMBERS, GOLDEN, ORRICK, ABEL, RITCHASON, LUFT, DUNN AND MCCABE

ABSENT: NONE

The **Pledge of Allegiance** was led by Mayor John McCabe.

Mayor McCabe addressed the Council Members and the Public regarding behavior and comments when trying to conduct the business meeting of the City.

Roll was called. All Council Members were physically present. A quorum was declared.

AGENDA

Motion by Council Member Dunn, seconded by Council Member Ritchason that New Business Item 9.1 ordinance No. 1462-A348-16/17 – Amending Title 8, Chapter 4, Section 1. D of the Code of the City of Pekin 1995 Regarding No Parking Schedule 1200 Block of Maple Street be removed from the agenda and the amended agenda be approved as amended. On roll call vote all present voted Aye.

MINUTES

Motion by Council Member Orrick, seconded by Council Member Abel that the **Minutes of the Regular City Council Meeting of August 8, 2016 be approved as written.** On roll call vote all present voted Aye.

PUBLIC INPUT

Bob Bramham questioned why there would be conditions attraction the Special Use request when hard surfaces requirements were not enforced.

John McNish told the Council that the High School Police Liaison Officer was a good program and submitted his support.

Rick Hilst questioned why the Change Order was listed #1.

Ann Witzig spoke against 9.3 Letter of Engagement with Willock Warning. She state the document prepared was not a true audit. She used the phase written by Mr. Warning, reasonable

CONSENT AGENDA

Motion by Council Member Orrick, seconded by Council Member Luft that the **CONSENT AGENDA be approved as presented.** The following was presented for consideration of the Consent Agenda items by Omnibus Vote.

7.0 CONSENT AGENDA
7.1 Receive and File Monthly Reports and Minutes: Traffic Safety Committee Minutes dated August 5, 2016; Tazewell County Animal Control July Report; July Building, Inspections, Zoning Reports; and Police July Report.
7.2 Resolution No.35-16/17 – Mayor's appointment of Rose Marie Hasler to the Liquor Commission for a term until April 30, 2018 be approved.
7.3 Receive and File Zoning Board of Appeals Minutes dated August 10, 2016.
7.4 Receive and File Planning Commission Minutes dated July 13, 2016 and August 10, 2016.

7.5 Receive and File Pekin Planning Commission Hearings and Recommendations:

- a. Hearing #07-1900 – Approval of the Special Use of the property located at 515 Main Street with conditions no commercial use, no employees and personal use only. Recommendation Zoning Board of Appeals approval of proposed setbacks prior to issuing the Special Use permit.
- b. Hearing #07-1901 – Table until further information is provided regarding parking area and if easements would be required for property located at 2202 Court Street currently zoned as B-1 with legal description of Sec 1 T25N R5W Briggs Heights Addn Lot 39 SE ¼.
- c. Hearing #07-1902 – Approval of Special Use and rezoning of the proposed parcel from P-1 and R-4 to a B-3 for the AMT building on the corner of South 13th and Park Avenue with the new address of 1230 Park Avenue
- d. Recommendation to approve annexation 68 Grove Place.
- e. Hearing #07-1901 – approval of the Special Use of the property located at 2202 Court Street with restrictions; hard surface parking, hard surface driveway, and no outside work done outside of building, and enclosed screen around the dumpster.

On roll call vote all present voted Aye.

COMMUNICATIONS, PETITIONS, REPORTS

Adjudication Software Presentation

President of IT Stability Zlatko Koprivec, was introduced by Police Chief Dossey to answer questions in regards to adjudication or the software and to understand the process in tracking and collection of fines and fees for the ordinances where violators fail to appear at hearings. Chief Dossey advised the Council that adjudication was not knew in the code but the implementation of the version would allow for efficiency, be beneficial to other departments and would take the burden from the taxpayer to the violator. With the product, DACRA, the subscription to the software would be approximately \$3,000 per month for 4 years and could include a critical component for Code Enforcement module as the City moved forward with the project. Chief Dossey provided the Council with a memo for further discussion and explanation for the impact of parking tickets increases. Mr. Koprivec presented in detail the system. He explained the benefits to the public as well as the community in providing a fair, expedient alternative to overcrowded court systems.

NEW BUSINESS

Motion by Council Member Luft, seconded by Council Member Ritchason that the **AGREEMENT WITH THE BOARD OF EDUCATION OF PEKIN SCHOOL DISTRICT NO 303 FOR HIGH SCHOOL POLICE LIASON OFFICER be approved.** Council was presented the agreement with School District 303 for a police officer trained and available for juvenile justice programs to improve the safety of the students. Question of Council Member Golden were addressed regarding the date of the agreement, overtime costs and verbiage as to being a pilot program. On roll call vote all present voted Aye.

Motion by Council Member Luft, seconded by Council Member Orrick that the **AUDIT ENGAGEMENT LETTER WITH WILLOCK WARNING & CO., P.C. be approve.** It was explained to the Council that the agreement confirmed services provided to the City of Pekin by the accounting firm for the year ended April 30, 2016. The fact that in previous years the City Managers had signed the agreement was addressed. Questions that the services were selective testing of accounts and practices, not a full audit and the costs for such an audit were further discussed by the Council. Council Member Golden questioned if the written representation from the attorney had been completed as noted in the Audit and was told the letters had been submitted. It was noted the Management Letter, a summary of the financial status prepared by the City as an introduction to the Audit was missing for a number of years. There was consensus of the Council for the manager and treasurer to complete the Management's Discussion and Analysis for the Financial Statements ending April 30, 2016. On roll call vote all present voted Aye.

Motion by Council Member Abel, seconded by Council Member Orrick that the **SPECIAL USE AND SITE PLAN FOR AUTOMOTIVE REPAIR SHOP FOR THE PROPERTY AT 2202 COURT STREET PIN 04-10-01-408-015 be approved** with restrictions; hard surfaces parking, hard surface driveway, no outside work done outside of buildings, and enclosed screen around dumpster. Recommendation for approval was submitted by the Pekin Planning Commission to approve the use and site plan in a B-1 (Local Business) with restrictions. Council Member Golden asked how in good faith such restrictions could be placed on the

property when there was lack of the City in applying the same rules across the board. Council Member Golden noted several concerns of gravel parking lots and enforcement of screening to comply with the Code. He questioned if the PPC discussed existing violations and if they felt like they were being hypocrites. On roll call vote all present voted Aye.

Motion by Council Member Abel, seconded by Council Member Ritchason that the **SPECIAL USE AND SITE PLAN FOR ANTIQUE AUTOMOBILE STORAGE FOR PROPERTY AT 515 MAIN STREET PIN # 04-10-03-103-008 be approved** with conditions no commercial use, no employees, and personal use only. The recommendation of the Pekin Planning Commission was for Council to approve the use and site for storage from Charles Johnson with the conditions no commercial use, no employees and personal use only. Council was advised that the Zoning Board of Appeals approved the proposed setbacks for the property zoned I-2 (General Industrial District). On roll call vote all present voted Aye.

Motion by Council Member Ritchason, seconded by Council Member Abel that the **SPECIAL USE AND SITE PLAN FOR P-1 AND R-4 TO B-3 FOR THE AMT BUILDING ON THE CORNER OF SOUTH 13TH STREET AND PARK AVENUE, be approved.** A recommendation of the Pekin Planning Commission for Council to approve the Special Use and Site Plan for property with partial PIN 04-10-02-229-008, 04-10-02-229-018 and 04-10-02-232-001 for construction to accommodate AMT Advanced Medical Transport was presented. Council discussed neighborhood concern of noise and how silent zones would be addressed. Council was told the property would be leased from the Pekin Hospital who had requested the Special Use and rezoning of their parking lot for construction. Council Member Dunn told the Council he would abstain from voting because he was a board member of the hospital. On roll call vote; Abstain, Dunn, Ayes, Orrick, Golden, Luft, Abel, Ritchason, McCabe. Motion carried.

ORDINANCE NO. 1568-A204-16/17
REZONING OF CERTAIN PROPERTY
13TH STREET AND PARK AVENUE

Motion by Council Member Ritchason, seconded by Council Member Luft that Ordinance No. 1568-A202-16/17 be adopted. The Pekin Planning Commission also recommend to the Pekin City Council that the zoning be approved for partial of three parcels 04-10-02-229-008, 04-10-02-229-018, and 04-10-02-232-001 from P-1 and R-4 to a B-3 for the AMT building on the corner with the new address of 1230 Park Avenue. On roll call vote; Abstain, Dunn, Ayes, Orrick, Golden, Luft, Abel, Ritchason, McCabe. Motion carried.

Motion by Council Member Golden, seconded by Council Member Dunn that **CHANGE ORDER 31 WITH HOERR CONSTRUCTION, INC. for Capitol Street to 5th Street Alley Lining Project, be approved.** City Engineer Michael Guerra advised the Council the request was to incorporate work changes into the contract that included additions and deductions within the awarded amount of the bid due to unknown conditions prior to the start of the sewer relining project. On roll call vote; Ayes, Orrick, Dunn, Abel, Ritchason, McCabe; Nays, Golden and Luft. Motion Carried.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

John McNish asked if the Council had reviewed the recordable rate of safety incident and noted it was important to bring those numbers down. Mr. McNish suggested the impound fees be used to pay the expenses of the adjudication process.

Bob Bramham questioned why stormwater matter was not on the Agenda as requested by Council Member Luft at the end of the last meeting.

Ann Witzig voiced her concerns on the following issues: North Pekin Agreement, Corporation Counsel, spraying for weeds on City owned property, the repeal of Homerule and stormwater matters.

Rick Hilst asked for clarification on what funds the City Treasurer was responsible for. He questioned why the taxpayers could not receive the monthly reports to Council as required by the Treasurer. It was noted the Treasurer reports quarterly on the finances of the City in open Council meetings with reports available to the public. He questioned the Treasurer as a member of the Fire Pension and Police Pension Boards if State revenue had ever been diverted into their pension funds.

In addressing the Council and the public, Interim City Manager Sarah Newcomb stated staff members were all qualified to do the jobs they were doing. The City was looking for a City Manager, she would appreciate that the candidates be shown what the City could do and that the bar be raised on being positive to give the candidates a reason to come to Pekin. Attorney Dancey asked the Mayor if questions and the nature of cross examination were

going to be allowed at public input, that in fairness people have the opportunity to gather information. It seemed appropriate that questions be given in advance.

City Engineer Mike Guerra reported in response to Mrs. Witzig's comments comparing Morton, that decreases in the budget did not allow the City to approach stormwater proactively. A fee allowed for Morton to maintain stormwater matters. Upon review of the IEPA permit spraying was permitted with caution and conditions. The City would investigate pricing and spraying of 3 miles of brick streets.

Clayton Stambaugh, Airport Manager, expressed appreciation to all first responders for the actions involving the aircraft accident the previous week.

Council Member Dunn congratulated Jordan Finneran in winning the Miss Marigold Pageant.

Council Member Golden disagreed with the statements of being positive. He stated people were not negative but realistic on issues that had been repeated over and over. He listed several examples of matters he found to be wrong over his 4 years on Council. Council Member Golden debated with the Mayor his reference to illegal contracts, the provisions for being signed only by the Mayor and the dollar amounts to come before Council for approval. Council Member further brought to staff's attention, the uncleaned bathrooms at the Riverfront and weeds on Davis Street. Council Members noted the need for caution for first day of school, the first downtown murals on the Grow Up building by Vince Udry, the success of the disc golf event over the weekend, the approaching Marigold Festival. Council Member Luft noted Pekin had the same issues as other municipalities-how we address and resolve matters.

Mayor McCabe asked that questions be written in order to be addressed.

No further business to come before the Council, motion by Council Member Golden, seconded by Council Member Luft that Council adjourn. Motion carried voice vote. Mayor McCabe adjourned the meeting.

COUNCIL ADJOURNED AT 9:00 P.M.

Sue E. McMillan
City Clerk



**LIQUOR COMMISSION MINUTES
THURSDAY, AUGUST 25, 2016 AT 4:00 P.M.
CITY HALL COUNCIL CHAMBERS
111 SOUTH CAPITOL STREET
PEKIN, ILLINOIS 61554**

Deputy Liquor Commissioner Rick VonRohr called the meeting to order at 4:00 p.m.

PLEDGE of ALLEGIANCE

Liquor Commissioner McCabe

ROLL CALL

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

Absent: Attorney Sue Bosich

Also present: Attorney Burt Dancey

APPROVAL OF AGENDA

Motion made by Fire Chief Nelson to approve the agenda for August 25th, 2016, seconded by Police Chief Dossey. On roll call vote all present voted Aye. Motion carried.

APPROVAL OF LIQUOR COMMISSION MINUTES

Motion made by Police Chief Dossey to approve the July 28th, 2016 Liquor Commission minutes, seconded by Liquor Commissioner McCabe. On roll call vote all present voted Aye. Motion carried.

PUBLIC INPUT/COMMENTS/QUESTIONS

Dustin Maquet with Maquet's Rail house asked if there would be some sort of Resolution or some control on the Gaming Parlors.

OLD BUSINESS

Discussion and possibly action on amended Gaming Ordinance (Draft): Commission discussed setting a limit on how many video gaming licenses that will be issued. Location and distance was discussed. Raising fees on the gaming machines were discussed and also adding an additional fee for a gaming license. The Commission feels there needs to be limitations on how many we have in our City. The Commission is looking at the community has a whole when making recommendations to the City Council on the video gaming. Some suggestions on wording and changes on distance will be given to Attorney Dancey and he will correct those and bring back to the September 22nd Liquor Commission meeting.

NEW BUSINESS

No new business at this time.

ANY OTHER BUSINESS

Fire Chief Nelson informed the Commission that Mi Ranchito Bar and Grill closed. Deputy Liquor Commissioner VonRohr informed the Commission that Doc's Supper Club will be on the September meeting. The Liquor Commission welcomed Rose Hasler to the Commission.

Motion made by Deputy Liquor Commissioner VonRohr to adjourn, seconded by Liquor Commissioner McCabe.

Meeting adjourned at 4:50 P.M.

Next Regular Meeting will be Thursday, September 22, 2016 at 4:00 P.M.

Respectfully submitted

Paula Gensel, Liquor Commission Secretary



Memo

To: Mayor and Council
CC: City Clerk & City Manager
From: Michael Guerra, City Engineer
RE: The Intergovernmental Agreement with IDOT for the maintenance of the State Highways through the City of Pekin

The agreement with the Illinois Department of Transportation (IDOT) for the maintenance of the State Highways in Pekin was approved during the June 22, 2015 city council meeting. This agreement is a ten year agreement ranging from July 1st, 2015 till June 30th, 2025. With this agreement the City of Pekin receives compensation to operate and maintain the state highways which include IL 29 from Koch Street to Coolidge and Court Street from 2nd Street to Veterans. This consists of routine maintenance operations such as snow and ice control, cleaning the streets and medians, pothole patching and others as outlined in Part 5 of the agreement. Per this agreement and defined in Part 6 of the agreement, IDOT must notify the City in a written letter the lump sum amount of compensation for the State Fiscal year as in accordance with IDOT's Bureau of Operations Maintenance Policy Manual, Section 11-800.2.4 and Section 11-800.2.5 Empirical Formula. Overall this agreement allows the City to have some determination on the level of service that these routes receive due to the importance of these roads for the City. As outlined in the attached letter for this state fiscal year the City of Pekin will receive \$96,363.69 for the maintenance, which is about the same as last year's compensation. Once Veterans/VFW is completed the sections of IL 9 from Fifth Street to Veterans will be removed from this agreement with the approved jurisdictional transfer.



Illinois Department of Transportation

Office of Highways Project Implementation / Region 3 / District 4
401 Main Street / Peoria, Illinois 61602-1111

August 8, 2016

City of Pekin
111 South Capitol Street
Pekin, Illinois 61554

Dear City Clerk:

The State of Illinois, acting through its Department of Transportation, entered into an Intergovernmental Agreement for the Municipal Maintenance of State Highways with your municipality through 2025.

A new computation sheet(s) for FY 2017 is enclosed. The adjustment factor used to determine the rates of compensation shown on the Computation Sheet is 6.05. The computation sheet has been reviewed to insure your municipality is being compensated correctly for the state highways it maintains in twelve-month increments through June 30, 2017.

The Department will reimburse your municipality \$96,363.69 as compensation for the satisfactory maintenance and operation of the streets in accordance with the terms of this new Agreement.

If you have any questions or concerns regarding this information, please contact Susan Davis, Services and Development Technician, at (309) 671-4485.

Sincerely,

A handwritten signature in cursive script, reading "Kensil A. Garnett".

Kensil A. Garnett, P.E.
Region Three Engineer

SED/lmh

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Enclosure

cc: File

**STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
CITY OF PEKIN**

CITY OF PEKIN COMPUTATION SHEET - MUNICIPAL MAINTENANCE FY 17

For the Period
Beginning July 1, 2016 Ending June 30, 2017

ROUTE	SECTION	STREET NAME	FROM	TO	TOTAL WIDTH	BUILT BY	WIDTH	LANES	LOCATION	LENGTH IN FEET	LANE MILES	ADT	ADT/ LANE	SOURCE	RATE PER LN. MI.	ADJ. FACTOR	ROUTE TOTALS
ILL 9		One Way EB															
ILL 9		Margaret	Second	South	40' & var	C/S	28	3 of 3	left/center	2434	1.38	5888	1963	2012	421	6.05	\$3,517.43
ILL 9		One Way WB	South	court & Eighth	40' & var	C/S	30	2 of 2		1079	0.41	7300	3650	2013	533	6.05	\$1,320.87
ILL 9		Eight	court	Broadway	60'	C/S	30'	2 of 4	Center	300	0.11	8400	4200	2013	560	6.05	\$372.88
ILL 9		Ann Eliza	Broadway	Ann Eliza	30' & var	C/S	30'	2 of 2	All	300	0.11	8800	4450	2013	573	6.05	\$381.00
ILL 9		Ann Eliza	Eight	Ann Eliza	30'	C/S	30'	2 of 2	All	1253	0.48	5500	2750	2013	488	6.05	\$1,415.70
ILL 9		Ann Eliza	Ann Eliza	Second	36'	C/S	24'	2 of 3	left/center	1854	0.7	6866	3433	2013	522	6.05	\$2,208.19
ILL 9		Ann Eliza	Ann Eliza	Margaret	40'	C/S	40'	3 of 3	All	240	0.14	3550	1183	2013	343	6.05	\$290.78
ILL 9		Two-Way															
ILL 9		Court	Eight	160' W. of Hilltop rd.	52'	C/S	10' & 11'	5 of 5	Center	10610	10.05	18825	3785	2013	539	6.05	\$32,787.75
ILL 9		Court	160' W. of Hilltop Drive	TR93A (Main Rd.)	52'	C/S	10' & 11'	2 of 4	Center	6072	2.3	11327	5664	2013	613	6.05	\$8,553.79
ILL 9		Court	300' W. of Hwy	300' W. of College Grove Ave.			4' & var	C & G		600	0.1	23900		2013	330	6.05	\$2,919.62
ILL 9		Court	160' W. of Hilltop Drive	TR93A (Main Rd.)			4' & var	C & G		8072	1.15			2011	330	6.05	\$2,295.98
ILL 9		Court	Valid Vista	Valid Vista			12' var	3		186	0.04	22800	22800	2013	866	6.05	\$808.05
ILL 9		Court	OK	Valid Vista			12' var	2		430	0.24	18800	9300	2013	624	6.05	\$456.53
ILL 9		Court	OK	Barney Dr.			12' var	2		293	0.11	18800	9300	2013	624	6.05	\$1,245.62
ILL 9		Court	Barney Dr.	Barney Dr.			12' var	2		583	0.33	18800	9300	2013	624	6.05	\$1,245.62
ILL 9		Court	Barney Dr.	Veterans			12' var	3		237	0.09	18800	9300	2013	686	6.05	\$1,212.24
ILL 9		Court	Veterans	Barney Dr.			12' var	3		624	0.354	13100	4367	2013	588	6.05	\$1,083.13
ILL 9		Court	Veterans	Veterans			12' var	1		555	0.315	13100	4367	2013	588	6.05	\$2,209.05
ILL 9		Court	Knott	Veterans			24'	3 of 3	Center	4800	0.06	6650	6550	2013	631	6.05	\$9,635.66
ILL 9		Second	N. of Darby	3rd street connection	40'	C & S	12'	1		200	0.04	13400	13400	2013	788	6.05	\$184.40
ILL 9		Second	S. of Darby	Washington	var	C & S	10'-12'	4 of 4		500	0.04	13100	13100	2013	413	6.05	\$848.34
ILL 9		Second	3rd St connection	Franklin	var	C & S	4' & var	1		1000	0.19	7500	1875	2011	330	6.05	\$157.30
ILL 9		Second	Franklin	Washington	var	C & S	10'-12'	4		200	0.04	7500	7500	2013	650	6.05	\$379.34
ILL 9		Second	Washington	Franklin	var	C & S	10'-12'	4		500	0.38	7500	1875	2013	413	6.05	\$157.30
ILL 9		Second	Franklin	Washington	var	C & S	12'	3 of 3		2550	1.45	7500	2500	2013	475	6.05	\$4,168.84
ILL 9		Second	Ann Eliza	Ann Eliza	40'	C & S	12'	3 of 3		220	0.13	3550	1183	2013	343	6.05	\$270.01
ILL 9		Second	Ann Eliza	Court St	30'	C & S	12'	2 of 1		280	0.05	8800	6000	2013	620	6.05	\$187.55
ILL 9		Second	2nd St connection	Margaret	30'	C & S	12'	2 of 2		280	1.11	7050	3525	2013	528	6.05	\$3,534.03
ILL 9		3rd St	Margaret	Margaret	30'	C & S	12'	2 of 2		150	0.05	7050	7050	2013	641	6.05	\$116.34
ILL 9		3rd St	Ann Eliza	Ann Eliza	40'	C & S	12'	2 of 2		220	0.08	4550	2275	2013	453	6.05	\$2,181.01
ILL 9		3rd St	Ann Eliza	Ann Eliza	40'	C & S	12'	2 of 2		1516	0.9	11450	3817	2013	541	6.05	\$2,948.93
ILL 9		3rd St	Ann Eliza	Ann Eliza	40'	C & S	12'	2 of 2		513	0.29	8800	4300	2013	565	6.05	\$2,734.46
ILL 9		3rd St	Ann Eliza	Ann Eliza	40'	C & S	12'	2 of 2		200	0.08	8800	8600	2013	672	6.05	\$61.31
ILL 9		3rd St	Ann Eliza	Ann Eliza	40'	C & S	12'	2 of 2		100	0.02	8800	8600	2013	672	6.05	\$61.31
ILL 9		3rd St	Ann Eliza	Ann Eliza	40'	C & S	12'	2 of 2		100	0.02	8800	8600	2013	672	6.05	\$61.31
ILL 9		3rd St	Ann Eliza	Ann Eliza	40'	C & S	12'	2 of 2		100	0.02	8800	8600	2013	672	6.05	\$61.31
ILL 9		3rd St	Ann Eliza	Ann Eliza	40'	C & S	12'	2 of 2		100	0.02	8800	8600	2013	672	6.05	\$61.31
ILL 9		3rd St	Ann Eliza	Ann Eliza	40'	C & S	12'	2 of 2		100	0.02	8800	8600	2013	672	6.05	\$61.31
ILL 9		3rd St	Ann Eliza	Ann Eliza	40'	C & S	12'	2 of 2		100	0.02	8800	8600	2013	672	6.05	\$61.31
ILL 9		3rd St	Ann Eliza	Ann Eliza	40'	C & S	12'	2 of 2		100	0.02	8800	8600	2013	672	6.05	\$61.31
ILL 9		3rd St	Ann Eliza	Ann Eliza	40'	C & S	12'	2 of 2		100	0.02	8800	8600	2013	672	6.05	\$61.31
ILL 9		3rd St	Ann Eliza	Ann Eliza	40'	C & S	12'	2 of 2		100	0.02	8800	8600	2013	672	6.05	\$61.31
ILL 9		3rd St	Ann Eliza	Ann Eliza	40'	C & S	12'	2 of 2		100	0.02	8800	8600	2013	672	6.05	\$61.31
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WHEREAS, the Knights of Columbus will be conducting its 46th Annual Intellectual Disabilities Drive; and

WHEREAS, the Knights of Columbus in the State of Illinois have undertaken a project of assistance for the treatment and care of the mentally handicapped; and

WHEREAS, the local Councils of Knights of Columbus have annually conducted a statewide campaign in the communities in Illinois; and

WHEREAS, Archbishop Schlarman Council No. 3507 of Pekin will hold their 45th Annual Tootsie Roll Drive, Friday, September 18 through Sunday, September 20, 2015; and

WHEREAS, ninety percent (90%) of these proceeds remain in the Pekin area to be distributed to the Schramm Educational Center, the Ann Benjamin Handicapped Children's Summer Camp Trust Fund, the Miller Home, the U of I Extension MR Program, the Pekin Park District Special Recreation Association, the YWCA Adaptive Aquatics/Special Olympics Swim Program, as well as Special Olympics.

NOW, THEREFORE, BE IT RESOLVED that I, JOHN MCCABE, Mayor of the City of Pekin, Illinois, do hereby proclaim Friday, September 16th thru Sunday, September 18th, 2016, to be

"INTELLECTUAL DISABILITIES WEEK"

in the City of Pekin, Tazewell County, Illinois and I urge all citizens to take cognizance of and cooperate in the campaign.

ADOPTED, this 12th day of September, in the Year of Our Lord, Two thousand and Sixteen.

JOHN MCCABE
Mayor

ATTEST:

SUE E. McMILLAN
City Clerk

**REQUEST FOR COUNCIL ACTION****To: Mayor and Council****CC: City Clerk****From: Sarah Newcomb, Interim City Manager****AGENDA ITEM: Amend Administrative Adjudication Ordinance Title 1 Chapter 12****AGENDA DATE REQUESTED: 9/6/16****ACTION REQUESTED: Amend Adjudication Ordinance as it pertains to Non Vehicular Code Violations.**

DESCRIPTION: This is step one in revamping the adjudication program. This updates the ordinance as it pertains to hearings and collection of costs associated with administering the program. A \$50 fee will be assessed to those found liable at hearing, or for those who do not pay and fail to appear at their hearing date. This allows the burden to shift from the tax payer to that of the violator. The fee covers administrative costs as they pertain to mailing and hearings. Also updated to mirror state statute as it pertains to fines levied by hearing officer.

FINANCIAL IMPACT: No cost to update code, would allow City to shift burden from tax payer to the violator.

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: allows us to shift burden of enforcement costs to the violator from the tax payer. Also covers costs

IMPACT IF DENIED: We would not be able to move forward with the adjudication process.

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 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 Director:** 

Date: 9/7/16

Finance Department (Certification of Availability of Funds):

Date:

Corporation Counsel:

Date:

City Manager: 

Date: 9/7/16

ORDINANCE NO. 2746-16/17

AN ORDINANCE AMENDING TITLE 1 CHAPTER 12, "ADMINISTRATIVE ADJUDICATION OF VIOLATIONS OF THE CITY CODE" OF THE CITY OF PEKIN, ILLINOIS, TO CREATE A NEW SECTION "ADMINISTRATIVE ADJUDICATION OF NON-VEHICULAR CODE VIOLATIONS".

WHEREAS, the City of Pekin is a home rule government pursuant to the 1970 Illinois Constitution, Article VII, Section 6(a); and

WHEREAS, pursuant to its home rule power, the City of Pekin may exercise any power and perform any function relating to its government and affairs including the power to regulate for the protection of the public health, safety, morals, and welfare; and

WHEREAS, the City Council of the City of Pekin hereby finds that it is in the best interest of the City to amend Chapter 12, Administrative Adjudication of Violations of the Code of the City of Pekin; and

NOW, THEREFORE, BE IT ORDAINED by the City Council for the City of Pekin as follows:

1. That Chapter 12 be deleted in its entirety and replaced with the following:

Chapter 12: Administrative Adjudication of Non-Vehicular Code Violations

1-12-1: PURPOSE; RESERVATION OF RIGHT; AUTHORITY:

The purpose of this chapter is to provide a fair and efficient method of enforcing the City's regulations through administrative adjudication of charges of non-vehicular violations of this code. All provisions of this Code may be enforced through the administrative adjudication system, provided the system shall have no authority to impose a penalty of incarceration or adjudicate an offense under the Illinois Motor Vehicle Code which is a traffic regulation governing moving vehicles, or to impose a fine in excess of Fifty Thousand Dollars (\$50,000.00). The City reserves its right to employ all other means and methods available under the law to enforce this code, including direct application to the courts.

Pursuant to the authority conferred by Section 1-2.1-1, *et seq.*, of the Illinois Municipal Code which authorizes home rule municipalities to provide by ordinance for a system of administrative adjudication of municipal code violations to the extent permitted by the Illinois Constitution, the City hereby creates a system of administrative adjudication for charges of violations of this Code. The City hereby adopts 1-2.1-1, *et seq.*, as amended from time to time. In the event of conflict between said statutes and this chapter, this chapter shall prevail. The adoption of this chapter does not preclude the City from using other lawful methods to enforce the provisions of this code.

1-12-2: ADMINISTRATIVE COMPOSITION:

The system of administrative adjudication of non-vehicular regulations violations shall be composed of a code hearing unit which shall be comprised of a hearing officer (appointed by the city manager), and may include any one or more of the following: an administrator, a computer operator/system coordinator, and hearing room personnel (officer), with the power, authority, and limitations as are hereinafter set forth:

A. Powers Of The Hearing Officer: The hearing officer shall have all of the powers granted to hearing officers under state law, set forth at Section 1-2.1-4 of the Illinois Municipal Code, as amended, the provisions of which are incorporated herein by this reference, including the power to:

1. Preside over all administrative hearings as the adjudicator.
2. Administer oaths.
3. Hear testimony and accept evidence that is relevant to the existence of the code violation.
4. Issue subpoenas to secure the attendance of witnesses and the production of relevant papers or documentation upon the request of the parties or their representatives.
5. Rule upon objections and the admissibility of evidence.
6. Preserve and authenticate the record of the hearing and all exhibits and evidence introduced at the hearing.
7. Issue a determination, based on the evidence presented at the hearing, of whether a code violation exists. The determination shall be in writing and shall include a written finding of fact, decision, and order setting forth the fine, penalty, or action with which the person found liable must comply.
8. Impose penalties consistent with applicable code provisions and assess costs upon finding a party liable for the charged violation. Notwithstanding those violations for which the Illinois Municipal Code, as amended, limits the fine or

penalty to Seven Hundred Fifty Dollars (\$750.00), the hearing officer shall have the authority to impose fines and penalties up to Fifty Thousand Dollars (\$50,000.00). When applicable, each day a code provision is found to have been violated by the defendant shall constitute a separate offense, and each separate offense subjects the respondent to the penalty provided by the governing penalty provision. In addition to imposing penalties consistent with applicable code provisions and assessing costs upon finding a party liable for the charged violation, the hearing officer may:

- a. Impose, in addition to fines, administrative and/or enforcement costs, and when applicable, impose costs incurred by the City for effecting compliance with code provision(s) for which a defendant has been found liable.
- b. Upon finding a party liable for the charged violation, costs in the amount of \$50 shall be assessed against said party.
- c. Upon determination of a party failing to appear on a matter and a determination of default liability being entered, costs in the amount of \$50 shall be assessed against said party.
- d. Order, notwithstanding fines imposed or costs assessed, the defendant to comply with code provision(s) found to have been violated, and, if appropriate, order the respondent to post a compliance bond as provided by Section 1-12-6 of this chapter.

9. In no event shall a hearing officer have the authority to:

- a. Impose a penalty of incarceration.
- b. Impose a fine in excess of Fifty Thousand Dollars (\$50,000.00).

The maximum monetary fine under Subsection A9b of this section shall be exclusive of costs of enforcement or costs imposed to secure compliance with this code and shall not be applicable to cases to enforce the collection of any tax imposed and collected by the City.

B. Powers Of The Administrator: The administrator shall be empowered and is authorized and directed to:

1. Operate and manage this system of administrative adjudication of non-vehicular code violations.
2. Adopt, distribute, and process code violation notices and other notices as may be required to carry out the purpose of this chapter.

3. Collect monies paid as fines and/or penalties assessed after a final determination of a code violation.
4. Promulgate rules and regulations reasonably required to operate and maintain this administrative adjudication system.
5. Collect unpaid fines and penalties and otherwise pursue all post-judgment remedies available under law.
6. Compromise or otherwise settle violation notices prior to a hearing date. However, any such compromise should be made of record by the administrator on the date the violation notice was scheduled to appear for hearing, with an explanation by the administrator as to the reasons for such compromise. The hearing officer is also required to approve any such compromise or settlement at the hearing.

C. Powers Of The System Coordinator: The system coordinator/computer operator shall operate and maintain computer programs for the administrative adjudication system created hereunder, on a day to day basis, including, but not limited to:

1. Input of violation notice information.
2. Input of hearing and notice dates.
3. Input of fine and penalty assessments and payments.
4. Issuance of receipts for payment.
5. Issuance of succeeding notices of hearing dates or court dates and/or final determination of liability as directed by the administrator or by the hearing officer in accordance with the provisions hereinafter set forth.
6. Maintenance of accurate records of appearances and nonappearances at administrative hearings, pleas entered, fines and penalties assessed and paid.

D. Selection And Appointment Of Personnel: The persons who shall hold the positions of hearing officer, administrator, computer operator/systems coordinator, and hearing room personnel under this chapter shall be selected and appointed according to the following procedures:

1. Hearing Officer Appointment: The hearing officer shall be appointed by the City Manager and shall serve pursuant to the terms set forth in an employment agreement for such services as determined by the City Manager. Hearing officers shall be subject to removal at the sole discretion of the City Manager.

2. Information Considered: In making selections, the City Manager shall consider all pertinent information, including at a minimum:

- a. Candidate's ability to comply with the job descriptions as set forth herein; and
- b. Background and performance data made available to the City Manager on file with the City, or otherwise obtained by the City; and
- c. Whether the candidate meets the statutory criteria as an attorney licensed to practice law in the state of Illinois for at least three (3) years.

3. Administrator, System Coordinator And Hearing Room Personnel:

- a. The City Manager shall assign the duties of administrator, system coordinator and hearing room personnel to City employees.

E. Compensation: The compensation to be paid for the hearing officer shall be established annually by the City manager.

F. Training Of Personnel: Prior to a hearing officer conducting these administrative adjudication proceedings, the hearing officer must either:

- 1. Demonstrate a minimum of three (3) years' experience as a hearing officer for a program of administrative adjudication of violations of non-vehicular regulations; or
- 2. Successfully complete a formal training program pursuant to section 1-2.1-4(c) of the Illinois Municipal Code, as amended.

1-12-3: PROCEDURES:

The system of administrative adjudication of non-vehicular regulations violations shall be conducted in accordance with the following procedures to assure defendants are afforded due process of law:

A. Issuance Of Violation Notices: Code violation notices may be issued by any authorized person and shall contain information and shall be served, certified, and have evidentiary value as hereinafter stated. Certain violation notices may be issued in the form of an ordinance ticket allowing the recipient to pay the stated fine prior to any hearing. If the recipient fails to pay the required fine within the allotted time under the ordinance ticket, the violation notice will be processed through the administrative adjudication system as otherwise provided for in this chapter.

B. Citations charging violation of certain ordinances and settlement by payment of fines.

a. Any authorized person(s) pursuant to City Code 1-12-3 (C) may issue citations to persons who are believed to have violated the sections of the Pekin City Code hereinafter specified. The citations may give the alleged violator the option to settle the case by paying the fine set forth in subsection (e) if payment is made within the time and in the manner set forth in subsection (b) of this section;

b. Payments in settlement of violations set forth in subsection (e) may be made prior to the assigned hearing date.

c. The Corporation Counsel or his or her designee may, at his or her discretion, elect to reject the adjudication process as settlement of any violation of the sections of the City Code specified in subsection (e) and proceed to filing a criminal complaint for such violation(s) in the Tazewell County Circuit Court.

d. The amount stated in subsection (e) shall be the fine for settlement for first offenses pursuant to the provisions of this section notwithstanding that the fine stated for such violation in another section of the code may be lower than the fine stated in this section. The amount stated in subsection (e) shall be doubled for a second offense, except for underage drinking charges, where a second offense shall be a mandatory court appearance.

e. The violations for which adjudication tickets may be issued and the fines which shall be paid, including court costs as outlined in 1-12-2 to settle the case are as follows: (Ord. No. 2565-08/09 09/08/08)(Ord. No. 2629-10/11 10/12/10) (Ord. No. 2639-11/12 05/23/11)

ORDINANCE NO. VIOLATION FINE (First Offense)

OFFENSES INVOLVING PUBLIC ORDER

6-2-3-1: Disorderly Conduct; Disturbances \$150.00

6-2-3-2: Assault, Battery and Affray \$200.00

6-2-3-3: Reckless Conduct \$200.00

6-2-3-4: Unlawful Assemblies; Mob Actions \$200.00

6-2-3-5 Obstruction; Resisting Officers \$200.00

6-2-3-6 Obstructing Stairways or Exits \$300.00

6-2-3-7 Unlawful Possession of Contraband \$200.00

6-2-3-8 Graffiti \$200.00

WEAPONS

6-2-4-1 Unlawful Use of Weapon \$300.00

6-2-4-2: Firing and Discharging \$300.00

6-2-4-3: Sale of Firearms or Weapons to Minors \$300.00

6-2-4-3 Possession of Firearms or Weapons by Minors \$300.00

6-2-4-4: Unlawful Display \$200.00

OFFENSES INVOLVING HEALTH, SAFETY AND CHILDREN

- 6-2-4-5: Confiscation and Disposition of Weapons \$200.00
- 6-2-5-1: Nuisances; Creating; Maintaining \$250.00
- 6-2-5-2: Fires \$250.00
- 6-2-5-3: Possession of Cannabis (under 10 grams) \$400.00
- 6-2-5-3a: Drug Paraphernalia \$300.00
- 6-2-5-3b: Possession/Use of Synthetic Alternative Drugs \$250.00
- 6-2-5-4: Sniffing or Inhaling of Intoxicants Prohibited \$300.00
- 6-2-5-6: Fireworks \$200.00
- 6-2-5-7: Loud, Disturbing and Unnecessary Noises \$200.00
- 6-2-5-8: Stench Bombs, Nauseous Gases and Substances \$200.00
- 6-2-5-9: Throwing Missiles or Bottles \$200.00
- 6-3-6: Animals, Noise, Odor, Nuisance \$ 75.00
- 6-3-12: Failure to Inoculate an Animal \$150.00
- 6-3-15a: Animals at Large Prohibited \$ 75.00
- 6-8G-4: False Alarms \$ 75.00

MINORS

- 6-2-6-1 Curfew \$50.00
- 6-2-6-2 Truancy Prohibited \$100.00
- 6-2-6-3 Sale and Delivery of Tobacco Products To Minors \$150.00
- Possession of Tobacco by Minor \$50.00
- Skateboarding \$50.00

OFFENSES INVOLVING PROPERTY

- 6-2-7-2 Trespass to Land and Buildings \$150.00
- 6-2-7-3 Malicious Mischief for Destruction \$150.00
- 6-2-7-4 Coin-Operated Devices; Slugs, Tampering \$150.00
- 6-2-7-5 Trespass to Vehicles \$200.00
- 6-2-7-6 Retail Theft of Property, the Full Retail Value of which Does Not Exceed \$150.00
- 6-2-7-11(corrected 8-8-14) Presence on Riverfront Area or West Boat Ramp \$75.00
- 6-2-13 Crime Free Property/Nuisance Property Abatement \$250.00

OFFENSES INVOLVING MORALITY

- 6-2-8-1 Prostitution \$200.00
- 6-2-8-2 Public Indecency; Acts or Language Prohibited \$200.00
- 6-2-8-3 Obscenity \$200.00
- 6-2-8-4: Exhibition of Videos Containing Harmful \$200.00
- Material to Minors
- 6-2-8-5 Gambling \$200.00

OFFENSES INVOLVING ALCOHOLIC LIQUOR

- 6-2-9-1 Sales to Nonage and Certain Persons \$300.00
- 6-2-9-2 Proof of Identity and Age; Identification Cards \$250.00
- 6-2-9-3 Purchase, Acceptance of Gifts by Nonage Person \$250.00

6-2-9-3 Possession or Consumption by Nonage Person \$250.00
6-2-9-4 Possession or Consumption in Public Places \$250.00
6-2-9-5 Presence of Alcoholic Liquor in Vehicles \$250.00
6-2-9-6 Social Host Responsibility \$250.00

MISCELLANEOUS OFFENSES

6-2-10-1: Civil Rights \$250.00
6-2-10-2 Bribery; Offering or Accepting \$250.00
6-2-10-3 Solicitation to Commit Offense \$250.00
6-2-10-4 Conspiracy \$200.00
6-2-10-5 Unregistered Public Solicitation of Funds \$200.00
6-2-10-6 Unregistered Telephone Solicitation or Promotion \$200.00
6-2-10-7 Intimidation \$250.00
6-2-10-8 Litter \$150.00
6-2-10-9 Mendicants; Vagrants \$100.00

OFFENSES INVOLVING TRAFFIC

8-1-9: Truck off Truck Route \$150.00

C. Authorization: All full time and auxiliary police officers and other specifically appointed individuals including, but not limited to, specifically appointed code enforcement officers and building inspectors, shall have the authority to issue violation notices. For the purposes of this section and for the purposes of any inspections relating to the enforcement of any City ordinances or codes, authorized designees, shall also include, but not be limited to, any person retained by the City pursuant to a contract to perform ordinance/code enforcement or inspection related services.

D. Detection Of Violations: Any individual authorized to issue a violation notice who detects a violation of any non-vehicular regulation shall issue a notice of violation thereof and shall serve the violation notice as herein provided.

E. Content: Violation notices shall contain, at a minimum:

1. The date, time and place of the violation (date of issuance).
2. The particular code section or regulation violated.
3. The common address of the building or property alleged to be in violation (the "cited property"), if applicable.
4. The signature and identification number, if applicable, of the person issuing the violation notice.
5. The date, time, and place of the administrative hearing at which the charge may be contested on its merits. This date shall be no less than fifteen (15) days after the date of service of the violation notice. A hearing may be set at a date less than

fifteen (15) days after the date of service of the violation in an emergency situation where the violation constitutes a threat to public interest, safety or welfare.

6. A statement of penalties for failure to appear at the hearing.

7. If the violation notice is issued as an ordinance ticket, the notice shall include the amount of the fine and the date required for payment of the fine. The notice under the ordinance ticket shall also apprise the recipient that the failure to pay the stated fine within the allotted time will operate to process the violation notice within the administrative adjudication system as otherwise provided for by this chapter.

F. Service Of Violation Notices: Service of violation notices shall be made in a manner reasonably calculated to give the defendant actual notice by:

1. Handing a copy of the violation notice to the person charged; or

2. Delivering a copy of the violation notice to the person charged by certified mail, return receipt requested and first class regular mail. Such service shall be completed as of the date of deposit in the United States mail.

3. If a violation of Title 7, "Building Codes", of this code is alleged where the person charged is an owner or manager of the property, posting a copy on the cited property.

G. Certification: The correctness of facts contained in the violation notice shall be certified by the issuing person by:

1. Signing his or her name to the violation notice at the time of issuance; or

2. In the case of a violation notice produced by a computer device, by signing a single certificate, to be kept by the administrator, attesting to the correctness of all violation notices produced by the device while under his/her control.

H. Business Records: The original or complete copy of the violation notice shall be retained and kept as a record in the ordinary course of City business.

I. Prima Facie Evidence: Any violation notice issued, signed and served in accordance herewith, or a complete copy of the notice, shall be deemed prima facie correct and shall be considered prima facie evidence of the facts alleged therein.

J. Admissibility: The violation notices shall be admissible in any subsequent administrative or legal proceeding.

1-12-4: ADMINISTRATIVE HEARINGS:

An administrative hearing shall be held to adjudicate an alleged code violation on its merits, or to contest the validity of a violation notice. Specifically, hearings shall be held to adjudicate alleged violations of all code sections except those that are excluded by law from the City's administrative adjudication system:

A. Time And Date: Hearings shall be on the date, time and place as set forth in the violation notice issued and served.

B. Recording: Hearings shall be audibly recorded.

C. Nonappearance: Persons who do not appear on their scheduled hearing date shall have a default judgment entered against them.

D. Hearing Rights: Persons appearing to contest an alleged code violation may be represented by counsel of their own choice at their own expense, may present witnesses, may present testimony and documents, may cross examine opposing witnesses, and may request the issuance of subpoenas to compel the appearance of relevant witnesses or the production of relevant documents.

E. Evidentiary Standard: The formal and technical rules of evidence do not apply in an administrative hearing conducted in compliance with this chapter. Evidence, including hearsay, may be admitted, pursuant to state law set forth at Section 1-2.1-6 of the Illinois Municipal Code, as amended, only if it is of the type commonly relied upon by reasonably prudent persons in the conduct of their affairs.

F. Determination Of Liability: Hearings shall result in a default judgment, or a determination of liability or non-liability, made by the hearing officer, who shall consider facts and/or testimony. The hearing officer shall, upon a determination of liability, assess fines and penalties in accordance with this chapter and issue a notice of final determination that shall contain, at a minimum, the following information and warnings:

1. The findings, decision and order of the hearing officer.
2. A date by which the violation must be brought into compliance with this code.
3. A statement that the unpaid fine and any penalty assessed is a debt due and owing the City.
4. A warning that the findings, decision and order of the hearing officer may be enforced in the same manner as a judgment entered by a court of competent jurisdiction. In the case in which a defendant fails to comply with a judgment ordering the correction of a code violation or imposing any fine or other sanction as a result of the code violation, a statement that any expenses incurred by the City

to enforce the judgment, including, but not limited to, attorney fees, court costs and costs related to property demolition or foreclosure, shall be a debt due and owing the City and may be collected in accordance with applicable law.

5. A notice of judgment entered by default shall be forwarded to any person who fails to appear and shall contain the same information as a determination of liability, but shall also state that the judgment may be set aside by the hearing officer if, within twenty-one (21) days of issuance of the judgment, a petition is received stating what the hearing officer determines is good cause for failure to appear. The hearing officer, upon making a determination of good cause, shall, within the twenty-one (21) day period, provide the petitioner with notice of a new hearing date or denial of the petition. The default judgment shall state that it shall constitute a final determination of liability if such petition is not received, if the petition is denied or if after setting of a new hearing date the person fails to appear.

G. Final Determination: The determination of liability shall constitute a final determination for purposes of judicial review and shall be subject to review under the Illinois Administrative Review Law, as amended.

1-12-5: REPRESENTATION AT HEARINGS:

A. City Representation: The case for the City may be presented by a City employee, or by an attorney designated by the corporation counsel, but not by an employee or other representative of the code hearing unit, subject to the following exception: Documentary evidence prepared by another department of the City and submitted to the code hearing unit may be presented at the hearing by the hearing officer.

B. Defendant Representation: The case for the defendant may be presented by the defendant or by an attorney. An attorney appearing at an administrative hearing on behalf of a defendant shall present the hearing officer with a signed appearance form stating, on oath or affirmation, that he or she has been authorized by the defendant to represent the defendant at the hearing.

1-12-6: FINES; COMPLIANCE BOND:

A. All fines and other monies to be paid to the City in accordance with this chapter shall be remitted to the City and deposited in the appropriate City account as designated by the City Manager, or his designee.

B. To ensure that code violations are remedied in a timely manner, the hearing officer, upon issuing a determination of liability that includes an order of compliance, may order the defendant in the case to obtain a bond to ensure defendant's timely compliance with the code provision(s) found to have been violated. Any bond ordered pursuant to this subsection shall name the City as beneficiary and shall be in the amount specified by the hearing officer, provided that the amount of the bond shall be reasonably related to the cost of compliance. Any bond issued as a result of the hearing officer's order is subject to review

and modification by the City Manager as to form and amount. If the defendant fails to remedy in a timely manner the code violation(s) for which a bond has been ordered and issued and the City undertakes remediation or otherwise expends funds related to the code violation(s) for which a bond has been ordered and issued, the hearing officer, after giving the parties notice and opportunity to be heard, may issue an order permitting the City to draw against the bond in an appropriate amount. The hearing officer shall order the bond amount, less the reasonable costs incurred by the City, returned to the defendant upon proof of compliance with the code provision(s) found to have been violated.

C. In the event a defendant ordered to secure a bond as provided by subsection B of this section seeks judicial review of that portion of the hearing officer's order requiring a bond and prevails on that issue, the City shall release the bond, and if the City has drawn against the bond, the City shall refund to the defendant the total amount drawn within thirty (30) days of receiving a copy of the reviewing court's mandate.

1-12-7: VIOLATIONS OF ORDERS:

Any person, having received notice and an opportunity for a hearing as provided in this chapter, who knowingly fails to comply with an order issued by the hearing officer under this chapter, including the issuance of a subpoena, shall, if the order is not stayed by a court of competent jurisdiction prior to its effective date, be guilty of contempt. Contempt shall be enforceable only by the judicial system of the Circuit Court for the Tenth Judicial Circuit, Tazewell County, Illinois, and shall be punishable by applicable law. Each day that the violation continues shall be considered a separate and distinct offense. In a prosecution under this section, it shall not be a defense that a person came into compliance with an order, sought judicial review of it, or made efforts to comply with an order, subsequent to its effective date.

1-12-8: ADMINISTRATIVE REVIEW:

The administrative review of final determinations issued by the hearing officer under this chapter shall be subject to the provisions of the Illinois Administrative Review Law, as amended, which sections are incorporated herein by reference.

1-12-9: JUDGMENT AND COLLECTION:

A. Enforcement: Upon expiration of the period in which judicial review under the Illinois Administrative Review Law may be sought for a final determination of a code violation, unless stayed by a court of competent jurisdiction, the findings, decision and order of the hearing officer may be enforced in the same manner as a judgment entered by a court of competent jurisdiction.

B. Court Costs, Attorney Fees And Costs Of Collection: In any case in which a person has failed to comply with a hearing officer's judgment ordering the correction of a code violation or imposing any fine or other sanction as a result of a code violation, any expenses incurred by the City to enforce the judgment, including, but not limited to, attorney fees,

Passed by the City Council of the City of Pekin and approved by the Mayor of said City this
_____ day of _____, 2016.

AYES: _____

NAYS: _____

ABSTAIN: _____

APPROVED: _____, 2016

MAYOR – John McCabe

ATTEST:

CITY CLERK – Sue McMillan

**REQUEST FOR COUNCIL ACTION****To: Mayor and Council****CC: City Clerk****From: Sarah Newcomb, Interim City Manager****AGENDA ITEM: Amended Administrative Adjudication Ordinance****AGENDA DATE REQUESTED: 9/6/16****ACTION REQUESTED: Implement adjudication ordinance as new under Title 8 Chapter 10 Section 1**

DESCRIPTION: This updates the adjudication ordinance and brings it into compliance with state statute as well as decisions handed down by the Supreme Court. Added court costs (\$50) as they apply to those found liable at hearing, and those who do not pay and fail to respond to a hearing. Amends fee's on parking tickets from current \$10 to \$50 with an early pay discount of \$20 thus if paid within 10 days it would be \$30.

FINANCIAL IMPACT: No cost to update code, would allow City to shift burden from tax payer to the violator.

NEIGHBORHOOD CONCERNS: None

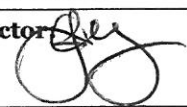
IMPACT IF APPROVED: allows us to shift burden of enforcement costs to the violator from the tax payer. Also covers costs as they apply to administrative processes.

IMPACT IF DENIED: We would not be able to move forward with the adjudication process.

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 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 Director** 

Date: 9/7/16

Finance Department (Certification of Availability of Funds):

Date:

Corporation Counsel:

Date:

City Manager:  9/7/16

ORDINANCE NO. 2747-16/17

AN ORDINANCE AMENDING TITLE 8 TRAFFIC CODE OF THE CITY OF PEKIN, ILLINOIS, BY REPEALING 8-4-7 "PENALTIES" AND CREATING A NEW CHAPTER 10, "ADMINISTRATIVE ADJUDICATION OF VIOLATIONS OF TRAFFIC REGULATIONS CONCERNING THE STANDING, PARKING OR CONDITION OF VEHICLES".

WHEREAS, the City of Pekin is a home rule government pursuant to the 1970 Illinois Constitution, Article VII, Section 6(a); and

WHEREAS, pursuant to its home rule power, the City of Pekin may exercise any power and perform any function relating to its government and affairs including the power to regulate for the protection of the public health, safety, morals, and welfare; and

WHEREAS, the City Council of the City of Pekin hereby finds that it is in the best interest of the City by adding Chapter 10 Administrative Adjudication of Violations of Traffic Regulations Concerning the Standing, Parking or Condition of Vehicles to the Code of the City of Pekin; and

NOW, THEREFORE, BE IT ORDAINED by the City Council for the City of Pekin as follows:

That Title 8, "TRAFFIC CODE OF THE CITY OF PEKIN," be amended by repealing "8-4-7: Penalties" and creating a new Chapter 10 under Title 8.

Section 8-10: ADMINISTRATIVE ADJUDICATION

8-10-1: TITLE:

This chapter shall be entitled the ADMINISTRATIVE ADJUDICATION OF VIOLATIONS OF TRAFFIC REGULATIONS CONCERNING THE STANDING, PARKING OR CONDITION OF VEHICLES.

8-10-2: PURPOSE:

The purpose of this chapter is to provide for the fair and efficient enforcement through administrative adjudication of violations of ordinances regulating the standing and parking of vehicles and the condition and use of vehicle equipment. The administrative adjudication system set forth in this chapter is established pursuant to 625 Illinois Compiled Statutes 5/11-208.3.

8-10-3: ESTABLISHMENT:

There is hereby created a system providing for the administrative adjudication of vehicular standing and parking violations and vehicle compliance violations. For the purposes of this chapter “compliance violation” or “compliance regulation violations” means a violation of an ordinance governing the condition or use of equipment on a vehicle.

8-10-4: ADMINISTRATION:

The system of administrative adjudication of vehicular standing, parking, and compliance regulation violation shall provide for a traffic compliance administrator, hearing officer, and system coordinator/computer operator with the power, authority, and limitations as are hereinafter set forth:

A. Traffic Compliance Administrator: The traffic compliance administrator shall be appointed by the City Manager. The traffic compliance administrator shall be empowered and is hereby authorized and directed to:

1. Operate and manage the system of administrative adjudication of vehicular standing, parking, and compliance regulation violations.
2. Adopt, distribute and process standing, parking, and compliance violation notices and other notices as may be required under this chapter or as may be reasonably required to carry out the purpose of this chapter.
3. Collect money paid as fines and penalties assessed for violations of parking and compliance ordinances.
4. Certify copies of final determinations of standing, parking, and compliance regulation violations liability and factual reports verifying that the final determination of standing, parking, and compliance regulation violations liability was issued in accordance with this chapter and Section 11-208.3 of the Illinois Vehicle Code, as amended.
5. Certify reports to the Illinois Secretary of State concerning initiation of suspension of driving privileges in accordance with the provisions of this chapter, hereinafter set forth, and those of Section 6-306.5 of the Illinois Vehicle Code, as amended.
6. Review final determinations of vehicular standing, parking, and compliance regulation violations liability, validity of notices of impending impoundment or validity of notice of impending driver’s license suspension, in an administrative review capacity in accordance with the provisions of this chapter, hereinafter set forth.

7. Promulgate rules and regulations reasonably required to operate and maintain the administrative adjudication system hereby created.

8. Obtain the corporation counsel's advice and consent regarding the method of collecting unpaid fines and penalties by either filing complaints in the circuit court or selecting or appointing an individual or agency to act on behalf of this City in filing complaints seeking judgments for unpaid fines or penalties and pursuit of all post judgment remedies available by current law.

B. Hearing Officer: The hearing officers shall be appointed by the City Manager and shall serve pursuant to the terms set forth in an employment agreement for such services as determined by the City Manager. Hearing officers shall be subject to removal at the sole discretion of the City Manager. To ensure the efficient operation of the administrative hearings, the City Manager may appoint more than one hearing officer. A hearing officer shall:

1. Preside over the administrative hearings, established herein, as the adjudicator.

2. Administer oaths.

3. Issue subpoenas to secure the attendance of witnesses and the production of relevant papers or documentation provided the applicable witness fees provided in Section 4.3 of the Circuit Courts Act, as amended, have been paid by the party requesting the subpoena.

4. Assess fines and penalties for the violation of vehicular standing, parking, or compliance regulation violations set forth in Section 8-10-11 of this chapter.

5. Make a final determination of:

a. The liability for any vehicular standing, parking and compliance regulation.

b. The validity of notice of any impending impoundment.

c. The validity of notice of impending driver's license suspension in accordance with the provisions of this chapter hereinafter set forth.

6. Provide for the accurate recording of the administrative adjudication hearings.

C. System Coordinator/Computer Operator: The system coordinator/computer operator shall be appointed by the City Manager and is hereby authorized and directed to operate and maintain the computer programs for the administrative adjudication system created in this chapter. The system coordinator/computer operator shall be responsible for entering and tracking data and producing and when applicable, generating written documentation pertaining to:

1. Violation notice information.
2. Hearing dates and notice dates.
3. Fine and penalty assessments and payments.
4. Issuance of payment receipts.
5. Succeeding notices of hearing dates, final determination of liability, notice of impending impoundment, and notice of impending driver's license suspension, as directed by the traffic compliance administrator in accordance with the provisions hereinafter set forth.
6. Records of appearances and nonappearances at administrative hearings, pleas entered, fines and penalties assessed and paid.

D. Multiple Positions: Nothing in this chapter shall be intended to prohibit one person from holding and fulfilling the requirements of one or more of the above stated positions.

E. Compensation: Compensation to be paid for each of the above stated positions shall be as determined and approved by the City Council.

8-10-5: PROCEDURE:

The system of administrative adjudication of vehicular standing, parking, and compliance regulation violations shall be in accordance with the following procedures and final determinations of liability of vehicular standing, parking, and compliance regulation violations, validity of notice of impending impoundment, validity of notice of impending driver's license suspension, impoundment of vehicle and collections shall be made only in accordance with the provisions set forth below:

A. Authorization: All full time City police officers, auxiliary police officers, community service officers, parking enforcement officers, and other specifically appointed individuals shall have the authority to issue violation notices.

B. Violation Notice: A vehicular standing, parking, and compliance regulation violation notice ("violation notice") shall be issued by the persons authorized herein and shall contain information and shall be served, certified and have evidentiary admissibility as is hereinafter set forth.

C. Detection Of Violations: Any individual authorized to issue a violation notice pursuant to this chapter who detects a violation of any applicable provision of this code shall issue and serve a notice of violation as set forth in this chapter.

D. Contents Of Violation Notice: The vehicular standing, parking, and compliance regulation violation notice shall contain, but shall not be limited to, the following information:

1. The date, time and place of the violation.
2. The particular vehicular standing, parking, or compliance regulation violated.
3. The vehicle make and state registration number.
4. The fine and any penalty which may be assessed for late payment.
5. The identification number of the person issuing the notice and his or her signature which shall certify the correctness of the specified information as provided in Section 11-208.3 of the Illinois Vehicle Code, as amended.
6. Information as to the availability of an administrative hearing at which the registered owner or lessee may appear in person and contest the violation notice on its merits and the time and manner in which such hearing may be had.
7. The date, time, and place of an administrative hearing at which the violation may be contested on its merits or a statement the person will be notified of a hearing time.
8. Payment of the indicated fine and any late payment penalty shall operate as a final disposition of the violation.
9. Information as to the availability for an adjudication by mail by which the registered owner or lessee may contest by mail the merits of the violation notice without personally appearing and the manner in which such contest by mail may be had.

E. Service Of Violation Notices: Service of the violation notices shall be made by the person issuing such notice by either:

1. Affixing the original or a facsimile of the notice to an unlawfully standing or parked vehicle.
2. Handing the notice to the registered owner, operator or lessee of the vehicle, if present.

F. Certification Of Facts Alleged In Violation Notice: The correctness of facts contained in the vehicular standing, parking, or compliance regulation violation notices shall be certified by the person issuing said notice by either:

1. Signing his or her name to the notices at the time of service.
2. Signing a single certificate, to be retained by the traffic compliance administrator, attesting to the correctness of all notices produced by the device while under his/her control when the violation notice is produced by a computer device.

G. Retention Of Violation Notices: The original or a facsimile of the violation notices shall be retained by the traffic compliance administrator and kept as a record in the ordinary course of business.

H. Prima Facie Evidence Of Correctness: Any violation notices issued, signed and served in accordance herewith, or a copy of the notice, shall be prima facie correct and shall be prima facie evidence of the correctness of the facts shown on the notice.

I. Admissibility: The violation notices or copies shall be admissible in any subsequent administrative or legal proceeding.

J. Action Upon Receiving Violation Notice: A person to whom a parking or compliance violation notice has been served pursuant to this section shall: 1) pay the indicated fine before the assigned hearing date; or 2) within 15 days submit the materials set forth in Section 8-10-10 of this chapter to obtain an adjudication by mail; or 3) appear at the assigned administrative hearing as set forth in Section 8-10-6 of this chapter to contest the charged violation. A response by mail shall be deemed timely if postmarked within fifteen (15) days of the issuance of the parking or compliance violation notice.

K. Contest By Mail: If the respondent submits documentary evidence to contest by mail pursuant to Section 8-10-10 of this chapter, the respondent shall be served with a copy of the hearing officer's determination in accordance with Section 8-10-10 of this chapter. Court costs shall be applied as applicable in 8-10-11 C of this chapter.

L. Administrative Hearing: The respondent shall be served with notice of the date, time and location of the hearing in accordance with Section 8-10-6 of this chapter.

Where a respondent either fails to pay the indicated fine prior to the hearing or appear at a hearing, a determination of parking or compliance liability, as the case may be, shall be entered in the amount of the fine indicated on the notice of violation. Failure to pay the fine within twenty-one (21) days of issuance of a determination of liability will result in the imposition of a late payment penalty pursuant to Section 8-10-11 of this chapter. Upon the occurrence of a final determination of liability, any unpaid fine or penalty will constitute a debt due and owing the City. The respondent shall be served with a notice of the final determination of liability in accordance with Section 8-10-8 of this chapter.

M. The hearing officer may Impose penalties consistent with applicable code provisions and assess costs upon finding a party liable for the charged violation. Notwithstanding those violations for which the Illinois Municipal Code, as amended, limits the fine or penalty to Fifty Dollars (\$50.00), the hearing officer shall have the authority to impose fines and penalties up to Five Hundred Dollars (\$500.00). When applicable, each day a code provision is found to have been violated by the defendant shall constitute a separate offense, and each separate offense subjects the respondent to the penalty provided by the governing penalty provision. Court costs shall be applied as applicable in 8-10-11 C of this chapter.

N. Second Notice Of Violation: If no response is made in accordance with Subsection J of this Section, the City traffic compliance administrator shall cause a second notice of violation to be sent to the respondent in accordance with Subsection P of this Section. The notice shall specify the date and location of the violation, the make and state registration number of the cited vehicle, the code provision violated, the applicable fine, and the time and manner in which the respondent may obtain an adjudication by mail or appear at the scheduled hearing to contest the violation.

If the respondent fails to pay the indicated fine or submit documentary evidence to obtain an adjudication by mail within fifteen (15) days from the date of such notice, or prove compliance as provided in Subsection 8-10-6D6 of this chapter, or appear at the scheduled hearing, a determination of liability shall be entered in the amount of the fine indicated in the notice of violation. Failure to pay the fine within thirty-five (35) days of issuance of the determination of liability will result in the imposition of a late payment penalty pursuant to Subsection N of this section. Upon the occurrence of a final determination of liability, any unpaid fine or penalty will constitute a debt due and owing the City. The second notice of violation shall provide the above information.

O. Late Payment Penalties: Failure by any respondent to pay the fine for a parking or compliance violation within thirty-five (35) days of the issuance of the determination of liability will automatically subject the respondent to a penalty for late payment in accordance with Section 8-10-11 of this chapter.

P. Notices: The City traffic compliance administrator shall serve the notice of hearing, the second notice of violation, the administrative law officer's determination, the notice of final determination of liability, the notice of impending vehicle immobilization and the notice of impending driver's license suspension, where applicable, by first class mail, postage prepaid, to the address of the registered owner of the City vehicle as recorded with the secretary of state of Illinois. If the vehicle is registered in a state other than Illinois, the City traffic compliance administrator shall send the appropriate notice to the address of the registered owner as recorded in such other state's registry of motor vehicles.

8-10-6: ADMINISTRATIVE HEARINGS:

An administrative hearing to adjudicate the alleged standing, parking, or compliance regulation violation on its merits shall be conducted in accordance with the following provisions:

A. Persons Entitled To Hearings: The registered owner or operator of the cited vehicle shall be entitled to an administrative hearing pursuant to Section 11-208.3 of the Illinois Vehicle Code, as amended, and the lessee of the cited vehicle shall also be entitled to an administrative hearing pursuant to Section 11-1306 of the Illinois Vehicle Code, as amended, both statutory provisions being incorporated into this chapter by reference.

B. Hearing Dates: Hearing dates shall be at the date, time and place as is set forth in the violation notice issued and served, or such additional notices issued in accordance with this chapter.

C. Audio Recordings: Hearings shall be recorded audibly.

D. Grounds For Review: A person charged with a vehicular standing, parking, or compliance regulation violation may contest the charge at an administrative hearing limited to one or more of the following grounds with appropriate evidence to support:

1. The person issued the violation notice was not the owner or lessee of the cited vehicle at the time of the violation.
2. The cited vehicle or its state registration plates were stolen at the time the violation occurred.
3. The relevant signs prohibiting or restricting parking were missing or obscured.
4. The relevant parking meter was inoperable or malfunctioned through no fault of the person issued the violation notice.
5. The facts alleged in the vehicular standing, parking, or compliance regulation violation notice are inconsistent or do not support a finding that the specified regulation was violated.
6. The illegal condition described in the compliance violation notice did not exist at the time the notice was issued.

E. Hearing Officer's Determination: The hearing shall culminate in a final determination of liability or non-liability made by the hearing officer after considering testimony and other evidence without the application of the formal or technical rules of evidence. The hearing officer shall, upon a final determination of liability, assess fines and penalties in accordance with Section 8-10-11 of this chapter.

F. Representation By Attorney: Persons appearing to contest the alleged standing, parking, or compliance violation on its merits may be represented by counsel at their own expense.

G. Review: The final determination of any matter which may be decided by the hearing officer may be reviewed as is hereinafter set forth.

8-10-7: ADDITIONAL NOTICES:

Upon failure of the registered owner or lessee of the cited vehicle to pay the indicated fine on the violation notice, submit the required materials to obtain an adjudication by mail, or upon final determination of violation liability, the traffic compliance administrator shall send or cause to be sent additional notices which:

A. Shall be sent to the registered owner or lessee of the cited vehicle at the address as is recorded with the Illinois Secretary of State. If the vehicle is registered in a state other than Illinois, the

City traffic compliance administrator shall send the appropriate notice to the address of the registered owner as recorded in such other state's registry of motor vehicles.

B. Shall be sent to the lessee of the cited vehicle at the address last known to the lessor of the cited vehicle at the time of the lease.

C. Shall be sent by first class mail, postage prepaid.

D. Service of additional notices sent in accordance herewith shall be complete as of the date of deposit in the United States mail.

E. The additional notices sent in accordance herewith shall contain, but not be limited to, the following information:

1. Upon the failure of the registered owner or lessee of the cited vehicle to pay the indicated fine on the violation notice, submit the required materials to obtain an adjudication by mail, or request an administrative hearing, an additional notice shall be sent, as above set forth, and shall contain, but not be limited to, the following information:

a. Date and location of violation cited in the vehicular standing, parking, or compliance regulation violation notice.

b. Particular standing, parking, or compliance regulation violated.

c. Vehicle make and state registration.

d. Fine and any penalty that may be assessed for late payment.

e. Notice to the registered owner or lessee of their current status, other than paid in full.

f. Date, time and place of the administrative hearing at which the alleged violation may be contested on its merits.

g. Statement that failure to either pay the indicated fine on the violation notice, submit the required materials to obtain an adjudication by mail, or appear at the scheduled administrative hearing will result in a determination of vehicle standing, parking, or compliance regulation violation liability for the cited violation in the amount of the fine and any applicable penalty indicated.

h. Statement that upon the occurrence of a final determination of vehicular standing, parking, or compliance violation liability for the failure, and the exhaustion of, or the failure to exhaust, available administrative or judicial procedures for review, any unpaid fine or penalty will constitute a debt due and owing the City.

i. Statement that any motor vehicle impounded in connection with an alleged violation of section 6-2-14 of this title, as amended, that is not reclaimed within thirty (30) days after the expiration of the time during which the owner of record may seek judicial review of the City's action impounding such vehicle, or the time at which a final judgment is rendered in favor of the City, or the time a final administrative decision is rendered against an owner of record who is in default, may be disposed of as an unclaimed vehicle as provided by law.

2. A notice of final determination of vehicular standing, parking, or compliance regulation violation liability shall be sent following a determination of liability, or upon conclusion of any administrative or judicial review, as is hereinafter set forth, and the notice shall contain, but not be limited to, the following information and warnings:

a. A statement that the unpaid fine and any penalty assessed is a debt due and owing the City.

b. A warning that failure to pay the fine within twenty-one (21) days of the issuance of the final determination of liability will result in the imposition of a late payment penalty in accordance with Section 8-10-11 of this chapter and may result in the City's filing a complaint in the circuit court to have the unpaid fine or penalty rendered a judgment in accordance with Section 11-208.3(f) of the Illinois Vehicle Code, as amended, and incorporated herein by reference.

c. A warning that the vehicle owned by the person and located within the City may be impounded for failure to pay fines or penalties for five (5) or more vehicular standing, parking, or compliance regulation violations.

d. A warning that the person's driver's license may be suspended for failure to pay fines or penalties for ten (10) or more vehicular standing or parking violations under Section 6-306.5 of the Illinois Vehicle Code, as amended, and incorporated herein by reference.

e. Statement that any motor vehicle impounded in connection with an alleged violation of section 6-2-14 [*an impoundment ordinance*] of this title, as amended, that is not reclaimed within thirty (30) days after the expiration of the time during which the owner of record may seek judicial review of the City's action impounding such vehicle, or the time at which a final judgment is rendered in favor of the City, or the time a final administrative decision is rendered against an owner of record who is in default, may be disposed of as an unclaimed vehicle as provided by law.

3. A notice of impending suspension of a person's driver's license shall be sent to any person determined to be liable for the payment of any fine or penalty that remains due and owing on ten (10) or more vehicular standing or parking regulation violations:

- a. The notice shall state that the failure to pay the fine or penalty owing within forty-five (45) days of the date of the notice will result in the City's notifying the Illinois Secretary of State that the person is eligible for initiation of suspension proceedings under Section 6-306.5 of the Illinois Vehicle Code, as amended, and incorporated herein by reference.
- b. The notice of impending driver's license suspension shall be sent by first class United States mail, postage prepaid, to the address recorded with the Illinois Secretary of State.

8-10-8: FINAL DETERMINATION OF LIABILITY:

A final determination of vehicular standing, parking, or compliance regulation violation liability shall:

- A. Occur following the failure to pay the total assessed fine after the hearing officer's determination of vehicular standing, parking, or compliance regulation violation liability and the exhaustion of or the failure to exhaust any administrative review procedures set forth in Section 8-10-9 of this chapter; and
- B. Include as part of the final determination of liability, an order imposing late payment penalty fees in accordance with Section 8-10-11 of this chapter for the failure to pay the indicated fine within thirty-five (35) days of the issuance of the final determination of liability and the exhaustion of or the failure to exhaust any administrative review procedures hereinafter set forth.

8-10-9: ADMINISTRATIVE REVIEW:

A petition to set aside a determination of vehicular standing, parking, or compliance regulation violation liability may be filed by a person owing an unpaid fine or penalty in the manner and subject to the restrictions and grounds hereinafter set forth:

- A. A written petition to set aside a determination of liability must be filed in the office of the traffic compliance administrator within, but not later than, twenty-one (21) days from the date the determination of liability is made.
- B. The traffic compliance administrator shall act upon the petitions timely filed and render a decision thereon within fourteen (14) days of the date filed.
- C. The grounds for setting aside a determination of liability shall be limited to the following:
 1. The person against whom the determination of liability is made was not the owner or lessee of the cited vehicle on the date the vehicular standing, parking, or compliance regulation violation notices were issued.

2. The person having paid the fine and any penalty prior to the determination of liability for the violations in question.
 3. Excusable failure to appear at or request a new date for a hearing.
- D. Should the determination of liability be set aside, the traffic compliance administrator shall:
1. Notify the registered owner, or lessee, as the case may be, that the determination of liability has been set aside.
 2. Notify the registered owner, or lessee, as the case may be, of a date, time and place for a hearing on the merits of the violation for which determination of liability has been set aside.
 3. Notice of setting aside of the determination of liability and the notice of the hearing date shall be by first class mail, postage prepaid, to the address set forth on the petition to set aside the determination of liability.
 4. Service of the notice shall be complete on the date the notices are deposited in the United States mail.

8-10-10: CONTEST BY MAIL PROCEDURES:

Persons who have been served vehicular standing, parking, or compliance regulation violation notices, in accordance with this chapter, may contest the validity of the alleged violation without personally appearing at an administrative hearing by:

- A. Contest By Mail: Completing, in full, the "contest by mail" section of the violation notice, served upon him or her pursuant to this chapter.
- B. Signature: Signing the "contest by mail" in the space specified in the violation notice, and acknowledging that his or her personal appearance is waived and submitting to an adjudication based upon the signed statement and other supporting materials filed by him or her and the facts contained in the violation notice.
- C. Filing Materials: Filing by mail with the traffic compliance administrator postmarked within fifteen (15) days of the violation notice issuance or within fifteen (15) days of the date of the additional violation notice, the following materials: the violation notice with the "contest by mail" section fully completed; the full name, address and telephone number(s) of the respondent; the make, model and year of the vehicle; any documentary evidence that rebuts the charge; and a written statement signed by the respondent setting forth facts relevant to establishing a defense to the charge.

D. Grounds For Review: A person charged with a vehicular standing, parking, or compliance regulation violation may contest the charge by mail by asserting one or more of the grounds, with appropriate evidence to support, set forth in Subsection 8-10-6D of this chapter.

E. Determination Of Liability: Upon review of the materials submitted in accordance with subsection C of this section, the hearing officer shall make a determination of liability or non-liability. The hearing officer shall, upon a determination of liability, assess fines in accordance with Section 8-10-11 of this chapter.

F. Notice Of Determination: Notice of the determination of the hearing officer shall be served upon the person contesting a violation notice by mail by first class mail, postage prepaid, addressed to the person at the address set forth in the materials submitted in accordance with Subsection C of this section.

G. Service Of Notice: Service of the notice of determination shall be complete on the date the notice is placed in the United States mail.

H. Other Provisions Applicable: All other provisions of this chapter shall apply equally to persons contesting the violation notice by mail.

8-10-11: SCHEDULE OF FINES AND PENALTIES:

A. The violation of any provision of this title, as amended, restricting or regulating the standing or parking of vehicles or the condition or use of equipment on a vehicle and the violation of any provision of the Illinois Compiled Statutes governing the standing or parking of vehicles or the condition or use of equipment on a vehicle adopted by reference in this title shall be an offense punishable by a fine in accordance with the following schedule:

FINE PAYMENT SCHEDULE

1. Except as here in below specifically provided, the penalty for violations of any provision of this Chapter shall be as follows:

A) Fifty dollars (\$50.00)

B) An early paid discount of twenty dollars (\$20.00) shall apply if paid within 10 days.

2. The penalty for violations of "Handicapped Parking Zones," "Fire Hydrant Zones" and "Fire Lane Zones" shall be as follows:

A) Three hundred dollars (\$300.00)

B) An early paid discount of fifty dollars (\$50.00) shall apply if paid

within 10 days.

3. The penalty for violations of Sections 8-4-4 and 8-4A-3 of the Code shall be not less than seventy-five dollars (\$75.00) nor more than five hundred dollars (\$500.00).
 4. The fines and penalties herein set forth shall be uniformly applied for each violation of any applicable Municipal Ordinance.
 5. The Municipality adopts by reference all current and future local standing, parking or condition of vehicle ordinances, and those provisions of the Illinois Compiled Statutes governing the standing, parking, or condition of vehicles, for its enforcement and adjudication within the geographical boundaries of the Municipality and in those areas subject to off-street parking agreements.
- B. Failing to pay the indicated fine within thirty-five (35) days of the issuance of the determination of liability and the exhaustion of or the failure to exhaust any administrative review procedures as set forth in Section 8-10-9 of this chapter shall result in the imposition of a late payment penalty fee in addition to the fine as follows:
1. An additional penalty of Thirty Dollars (\$30.00) shall be imposed if the fine is paid more than thirty-five (35) days following the issuance of the determination of liability but within forty-two (42) days following the issuance of the determination of liability.
 2. An additional penalty of Eighty Dollars (\$80.00) shall be imposed if the fine is paid more than forty-two (42) days following the issuance of the determination of liability but within sixty-three (63) days following the issuance of the determination of liability.
 3. An additional penalty of Two Hundred Fifty Dollars (\$250.00) shall be imposed if the fine is paid more than sixty-three (63) days following the issuance of the determination of liability.
- C. In addition to imposing penalties consistent with applicable code provisions and assessing provisions and assessing costs upon finding a party liable for the charged violation, the hearing officer may:

- a. Impose, in addition to fines, administrative and/or enforcement costs, and when applicable, impose costs incurred by the City for effecting compliance with code provision(s) for which a defendant has been found liable.
- b. Upon finding a party liable for the charged violation, costs in the amount of \$50 shall be assessed against said party.
- c. Upon determination of a party failing to appear on a matter and a determination of default liability being entered, costs in the amount of \$50 shall be assessed against said party.
- d. Order, notwithstanding fines imposed or costs assessed, the defendant to comply with code provision(s) found to have been violated, and, if appropriate, order the respondent to post a compliance bond as provided by Section 1-12-6 of this chapter.

8-10-12: CERTIFIED REPORT; CONTESTING:

Certified reports shall be made to the Illinois Secretary of State when a person fails to pay ten (10) or more vehicular parking regulation violations in accordance with the following provisions:

A. Upon a failure to pay fines and penalties deemed due and owing the City after the exhaustion of administrative procedures set forth herein for ten (10) or more vehicular parking regulation violations, the traffic compliance administrator shall make a certified report to the Illinois Secretary of State stating that the owner of a registered vehicle has failed to pay any fine or penalty due and owing the City as a result of ten (10) or more violations of City vehicular standing or parking regulations and thereby cause the suspension of that person's driver's license.

B. The traffic compliance administrator shall take no further action unless and until the fines and penalties due and owing the City are paid or upon determination that the inclusion of the person's name on the certified report was in error. At such time, the traffic compliance administrator shall submit to the Illinois Secretary of State a notification which shall result in the halting of a driver's license suspension proceedings. The person named therein shall receive a certified copy of such notification upon request and at no charge.

C. Persons may challenge the accuracy of the certified report by completing a form provided by the traffic compliance administrator. The form shall specify the grounds on which such challenge is based. Grounds for challenge shall be limited to the following:

1. The person was neither the owner nor the lessee of the vehicle receiving ten (10) or more violation notices on the date or dates such notices were issued; or
2. The person has paid the fine and any penalties for the ten (10) or more violations indicated on the certified report.

D. The traffic compliance administrator shall render a determination within fourteen (14) business days of receipt of the objection form and shall notify the objector of the determination.

8-10-13: IMMOBILIZATION, TOWING AND IMPOUNDMENT:

The immobilization, towing and impoundment of motor vehicles shall be conducted in accordance with the following provisions:

A. Any motor vehicle whose registered owner has been determined to be liable for three (3) or more vehicular standing, parking, or compliance regulation violations, for which the fines or penalties assessed remain unpaid, may be immobilized or towed and impounded by a towing contractor designated by the City if:

1. The traffic compliance administrator has determined that a person has been determined to be liable for three (3) or more vehicular standing, parking, or compliance regulation violations, the fines or penalties for which remain unpaid.

2. The person determined to be liable for three (3) or more violations is the registered owner of a motor vehicle located within the City's jurisdiction.

3. A pre-towing notice has been sent to the registered owner of the motor vehicle which contains, but shall not be limited to, the following:

- a. A final determination has been made on three (3) or more vehicular standing, parking, or compliance regulation violations, the fines and penalties for which remain unpaid.

- b. A listing of the violations for which the person has been determined to be liable, which shall include for each violation:

- (1) The name and address of the registered owner.

- (2) The state registration number of the vehicle or vehicles registered to the owner.

- (3) The vehicular standing, parking, or compliance regulation violation notice number.

- (4) The date of issuance of the violation notices.

- (5) The total amount of fines and penalties assessed.

- c. The motor vehicle owned by the person and located within the City is subject to immobilization or towing and impoundment if the fines and penalties are not paid within fourteen (14) days of the date of the notice. The request for

hearing shall be deemed filed upon receipt by the traffic compliance administrator.

4. The motor vehicles of the registered owner to whom notice is sent has failed to make payment of the fines or penalties as specified in the notice and no timely request for hearing has been filed with the traffic compliance administrator to contest the validity of the notice.

B. Upon the receipt of the request for hearing to contest the validity of the notice of impending immobilization or towing and impoundment, the traffic compliance administrator shall schedule an administrative hearing to contest the validity of said notice by disproving liability for the unpaid final determinations of parking, standing, or compliance violation liability listed on the notice, on the next available hearing date, but in no case shall the hearing be scheduled later than sixty (60) days after the request for hearing is filed.

1. The registered owner may contest the validity of the notice by fully completing and signing the request for hearing portion of one notice and by filing the request for hearing with the traffic compliance administrator within, but not later than fourteen (14) days of the date of the notice. Grounds for review shall be limited to documentary evidence which would conclusively disprove liability upon one or both of the following grounds:

a. All fines and penalties for the violations cited in the notice have been paid in full.

b. The registered owner has not accumulated three (3) or more final determinations of parking or compliance violation liability which were unpaid at the time the notice of impending vehicle immobilization was issued.

2. The traffic compliance administrator shall serve notice of the hearing date upon the registered owner.

3. Notice shall be sent by first class mail, postage prepaid, to the address as is set forth on the request for hearing.

4. Service of the notice shall be complete on the date it is placed in the United States mail.

5. The hearing officer shall render a determination of the objector's claim at the scheduled hearing date.

C. Upon immobilization of an eligible vehicle, a notice shall be affixed to the vehicle in a conspicuous place. Such notice shall warn that the vehicle is immobilized and that any attempt to move the vehicle may result in its damage. The notice shall also state that the unauthorized removal of or damage to the immobilizing restraint is a violation of Sections 16-1 and 21-1 of the Illinois Criminal Code, as amended. The notice shall provide information specifying how

release of the immobilizing restraint may be had, and how the registered owner may obtain an immobilization hearing. If the restraint has not been released within forty-eight (48) hours of its placement, the restraint shall be released and the vehicle towed and impounded.

D. The owner of an immobilized vehicle or other authorized person may secure the release of the vehicle by paying the immobilization, towing and storage fees provided in Subsection I of this section, and all fines and penalties remaining due on each final determination for liability issued to such person.

E. The traffic compliance administrator shall serve a post-towing notice upon the registered owner of a vehicle immobilized or towed and impounded under this section which notice shall contain, but not be limited to, the following information:

1. The date of immobilization or towing and date of impoundment.
2. The location of vehicle.
3. A statement that the vehicle was immobilized under this section for nonpayment of fines or penalties assessed for the violation of three (3) or more violations of vehicular standing, parking, or compliance regulations for which the registered owner has been determined liable and notified of impending immobilization or towing and impoundment.
4. The date of notice of immobilization or towing and impoundment.
5. A statement that the registered owner may contest the validity of the immobilization or towing and impoundment by completing and signing the request for hearing portion of the notice and filing the request for hearing with the traffic compliance administrator within, but not later than, fourteen (14) days of the date of the notice. The notice shall be deemed filed upon receipt by the traffic compliance administrator.

F. The registered owner of a vehicle immobilized or towed and impounded under this section shall have the right to a prompt administrative hearing without the requirement of payment of outstanding fines and penalties for which final determination has been made.

G. Upon the receipt of a timely request for hearing to contest the validity of the immobilization or towing and impoundment, the traffic compliance administrator shall schedule an administrative hearing to contest the validity of the immobilization or towing and impoundment on the next available hearing date or if sooner scheduled by the traffic compliance administrator for good cause shown. The traffic compliance administrator shall serve notice of the hearing date upon the registered owner. Notice shall be sent by first class mail, postage prepaid, to the address as is set forth on the request for hearing. Service of the notice shall be complete on the date it is placed in the United States mail.

1. The grounds for review by which the registered owner may contest the validity of the immobilization or impoundment shall be limited to documentary evidence which would conclusively establish that the immobilization or impoundment was erroneous based upon one or both of the following grounds:

a. All fines and penalties for the violations cited in the notices upon which the immobilization or impoundment was based have been paid in full prior to the immobilization or impoundment.

b. The registered owner has not accumulated three (3) or more final determinations of parking or compliance violation liability which were unpaid at the time of the immobilization or impoundment.

2. An order entered after the hearing to contest the validity of the immobilization or towing and impoundment is a final administrative decision within the meaning of the Illinois administrative review law, as amended and incorporated herein by reference.

H. Within ten (10) days after a vehicle has been impounded, a notice of impoundment shall be sent by certified mail, return receipt requested, to the address of the registered owner as listed with the Illinois Secretary of State. The notice shall state that the owner has the right to request a post-immobilization hearing as provided in Subsection G of this section, and that if the vehicle is not claimed within thirty (30) days from the date of the notice, the vehicle may be sold or otherwise disposed of in accordance with Section 4-208 of the Illinois Vehicle Code, as amended.

I. The fee for immobilization or towing and impoundment shall be Five Hundred Dollars \$500.00.

J. It shall be unlawful to relocate or tow any vehicle restrained by an immobilization device without the written approval of the City traffic compliance administrator. The registered owner of the immobilized vehicle and any person who relocates an immobilized vehicle in violation of this subsection shall be subject to a penalty of Five Hundred Dollars (\$500.00) for such violation.

8-10-14: JUDICIAL REVIEW:

Judicial review of final determinations of vehicular standing, parking, or compliance regulation violations and final administrative decisions issued after hearings regarding vehicle immobilization or towing and impoundment made under this chapter shall be subject to the provisions of the Administrative Review Law as set forth in 735 Illinois Compiled Statutes 5/3-101 *et seq.*, as amended and incorporated herein by reference.

8-10-15: DEBT TO CITY:

Any fine, penalty or part of any fine or any penalty assessed in accordance with the provisions of this chapter remaining unpaid after the exhaustion of or the failure to exhaust administrative remedies created under this chapter, and the conclusion of any judicial review procedures, shall be a debt due and owing the City and, as such, may be collected in accordance with the applicable law. Any fees or costs incurred by the City with respect to attorneys or private collection agents retained by the City for the collection of debts pursuant to this chapter shall be charged to the offender. Payment in full of any fine or penalty resulting from a standing, parking, or compliance violation shall constitute a final disposition of that violation.

8-10-16: JUDGMENT:

The traffic compliance administrator shall, following the expiration of the period within which administrative or judicial review may be sought for a final determination of violation, take all necessary actions, execute all required documents and subject to the advice and consent of the corporation counsel, appoint or retain any individual or agency deemed appropriate to obtain a judgment against and collect monies from the persons who have been assessed fines or penalties which remain unpaid and have become a debt due and owing the City in accordance with this chapter and Section 11-208.3 of the Illinois Vehicle Code, as amended, by:

A. Filing a complaint in the circuit court praying for the entry of a judgment against the person for whom a final determination of standing, parking, or compliance regulation violation liability has been made.

B. The complaint filed by the traffic compliance administrator or individual or agency on behalf of the City seeking entry of a judgment against an individual for unpaid fines and/or penalties pursuant to a final determination of standing, parking, or compliance regulation violations shall have appended:

1. A certified copy of the final determination of the standing, parking, or compliance regulation violations.

2. A certification that recites facts sufficient to show that the final determination of standing, parking, or compliance regulation violations was issued in accordance with this chapter and Section 11-208.3 of the Illinois Vehicle Code, as amended.

C. Nothing shall prevent the City from consolidating multiple final determinations of standing, parking, or compliance regulation violation liability in an action in the circuit court against an individual.

D. Pursuing all available remedies, allowed by law, to collect money judgments.

E. Service of summons and a copy of the complaint may be served upon the person against whom a judgment is sought under the provisions of this chapter by any method provided under Section 2-203 of the Illinois Code of Civil Procedure, as amended, incorporated by reference, or by certified mail, return receipt requested, provided the total amount of fines and penalties

for final determination of standing, parking, or compliance regulation violations does not exceed Two Thousand Five Hundred Dollars (\$2,500.00).

F. A default in the payment of a fine or penalty or any installment of a fine or penalty may be collected by any means authorized for the collection of monetary judgments. The municipal attorney of the municipality in which the fine or penalty was imposed may retain attorneys and private collection agents for the purpose of collecting any default in payment of any fine or penalty or installment of that fine or penalty. Any fees or costs incurred by the municipality with respect to attorneys or private collection agents retained by the municipal attorney under this Section shall be charged to the offender.

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 from and after its passage and approval as provided by law.

Passed by the City Council of the City of Pekin and approved by the Mayor of said City this _____ day of _____, 2016.

AYES: _____

NAYS: _____

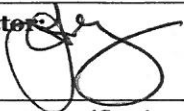
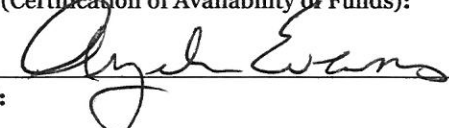
ABSTAIN: _____

APPROVED: _____, 2016

MAYOR – John McCabe

ATTEST:



REQUEST FOR COUNCIL ACTION	
To: Mayor and Council	
CC: City Clerk	
From: Sarah Newcomb, Interim City Manager	
AGENDA ITEM: Authorize the Purchase of DACRA software to administer adjudication	
AGENDA DATE REQUESTED: 9/6/16	
ACTION REQUESTED: Authorize the contract and purchase of DACRA software to implement electronic ticketing, adjudication management as well as code enforcement tracking.	
DESCRIPTION: This was the presentation from the last meeting where the processes of collecting the monies from adjudication and local ordinance ticketing are managed and processed according to state and local statutes. This will streamline the processes and manage the program through the collection processes.	
FINANCIAL IMPACT: Total for all systems are \$140,000. As indicated within the scope of the contract the costs are broken down in phases.	
NEIGHBORHOOD CONCERNS: None	
IMPACT IF APPROVED: allows for the processes to be managed through the computer system which streamlines the process making it more efficient. As indicated in the presentation the towns that utilized the software and processes showed a much more cost effective and efficient collection process recovering revenue from older tickets that have been sitting stagnant.	
IMPACT IF DENIED: The processes would be manual and would be more cumbersome to track and maintain. We would likely have to consider hiring extra personnel to manage the information.	
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 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 Director: 	
Date: 9/7/16	
Finance Department (Certification of Availability of Funds):	
Date: 9-7-16 	
Corporation Counsel:	
Date:	
City Manager: 	
Date: 9/7/16	

DACRA COMPUTER SYSTEM AND SOFTWARE AGREEMENT

This Agreement is made this 12th day of September, 2016 (the "Effective Date") by and between IT-Stability Systems, LLC, ("IT-Stability"), an Illinois limited liability company, and the City of Pekin, Illinois ("Client"), an Illinois municipal corporation.

RECITALS

Whereas, IT-Stability designs, develops and markets its own computer software programs and Dacra Governmental Systems, LLC software; and Whereas, IT-Stability sells and supports the Dacra Governmental Suite ("Dacra"); and

Whereas, Client desires to purchase certain products included in Dacra and enter into an agreement with IT-Stability to install, support, and customize Dacra; and

Whereas, Client is authorized by the Illinois Municipal Code (65 ILCS 5/1 et seq.) to enter into contracts with parties to obtain goods and services; and

Now therefore, in consideration of the mutual covenants and agreements set forth herein, the Parties have agreed as follows:

ARTICLE I - RECITALS

The above Recitals are incorporated herein by reference.

ARTICLE II – GENERAL TERMS

2.1 SOFTWARE: As the sole, exclusive sales agent for Dacra, IT-Stability agrees to sell to Client the Dacra Tick-It! system described in Exhibit A (Proposal) (the "Software") which Exhibit A is attached hereto and made a part hereof, at the price and subject to terms and conditions set forth in this Agreement

2.2 ACCEPTANCE BY CLIENT: Client agrees to accept the Software upon written consent executed by both parties affirming that 1) the Software has been installed and tested, 2) Client has been fully trained to independently operate and maintain the Software, and 3) the Software performs to Client's reasonable satisfaction. If Client notifies IT-Stability of a problem with the Software within 12 months of acceptance, IT-Stability will correct such problems. If Client does not notify IT-Stability of any material problems within 12 months of the parties executing the consent, Client will be conclusively presumed to have accepted the Software upon completion of installation and testing.

2.3 DELIVERY: IT-Stability will deliver the Software and Computer System to Client at Client's facility located at:

City of Pekin
Police Department
111 S. Capitol St. #100
Pekin, IL 61554

2.4 PRICE AND PAYMENT FOR SERVICE: IT-Stability and Client agree that the price to license the Software shall be as follows:

1. \$46,666.68 due at inception and signing of agreement;
2. \$33,333.33 due upon go-live when live citations are entered into police system
3. \$13,333.33 due upon go-live when live citations are entered into code system
3. \$33,333.33 due 45 days after first police hearing
4. \$13,333.33 due 45 days after first code hearing

Payment for the Software is to be made to Dacra Governmental Systems, LLC. Payment for other software and services is to be made to IT-Stability Systems, LLC.

ARTICLE III – SOFTWARE

3.1 PROPERTY RIGHTS: Client agrees and acknowledges that the Software, including Dacra program specifications, systems, design, applications, routines, subroutines, techniques, ideas and/or formula utilized, developed or provided by IT-Stability to Client in connection with Client license, use or implementation, of the Software, including Dacra, are copyrighted by IT-Stability or Dacra Governmental Systems, LLC, are the sole property of IT-Stability or Dacra Governmental Systems, LLC and shall remain the sole property of IT-Stability until transferred, sold and conveyed to Client by IT-Stability pursuant to this Agreement.

3.2 USAGE: IT-Stability hereby grants Client the rights to use the Software pursuant to the terms of this Agreement.

A. Client agrees not to copy, duplicate, or make different versions of the Software in any manner without the express written consent of IT-Stability, except for the usual and customary backup procedures of Client or as required by court order or law, including the Freedom of Information Act (5 ILCS 140/1 *et seq.*).

B. IT-Stability agrees to mark all software operation manuals and related materials with the following statement on the front and first page of each manual and on all related materials: "The information contained herein are trade secrets and proprietary properties of IT-Stability Systems, LLC/Dacra Governmental Systems, LLC, which may not be used, copied or duplicated in violation of the license granted by IT-Stability or Dacra Governmental Systems, LLC."

C. Client may use the Software and System only for purposes of issuing, managing, and adjudicating citations issued by the Client and for no other purpose. Any use of the Software shall remain subject to all terms and conditions of this Agreement. In the event Client defaults on this agreement, the Software will be completely removed, erased and deleted permanently from all computer, software and hardware systems of Client, subject to the Client's duty under the law to preserve and maintain public records, and all hardware belonging to IT-Stability Systems LLC shall be returned. This license includes unlimited workstation licenses by Client within Client's municipality.

D. Client is exclusively responsible for the supervision, management, and control of its use of the Software. Unless otherwise provided in this Agreement and except pursuant to a court order which was entered and granted after IT-Stability had an opportunity to object to the court order prior to the entry of the court order or a request filed pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*), Client agrees:

- (a) to keep confidential and not to disclose the Software, any copies of the Software or any data, programs or information contained in the Software or any part of the Software in any form, to any third party;
- (b) to keep confidential and not to disclose to any third party the design, plans or documentation of the Software;
- (c) not to encumber, assign, sublicense, or otherwise transfer the Software or any copies of the Software, to any third party by operation of law or otherwise, in whole or in part, directly or indirectly, voluntarily or involuntarily.
- (d) not to exhibit, donate, barter, loan, disclose or otherwise communicate the Software, to any third party without the prior express written consent of IT-Stability; and
- (e) to notify and instruct all employees of Client responsible for using the Software or other persons authorized by the Client to use the Software through this Agreement to satisfy obligations of Client under this Agreement.

3.3 PROTECTION OF LICENSE: IT-Stability and CLIENT agree to aid and assist one another in the protection of the trade secrets of the Software covered by this Agreement.

3.4 TRANSFER: The parties agree that they will not sell, give, encumber in any manner, or otherwise transfer to any third party any of its rights, duties or obligations under this Agreement without the prior express written consent of the other party.

3.5 WARRANTY: IT-Stability warrants that the Software is properly licensed by IT-Stability and that IT-Stability otherwise has the right to distribute the Software in accordance with this Agreement. IT-Stability further warrants that the software will perform in the manner as represented by IT-Stability.

3.6 SYSTEM HARDWARE MAINTENANCE: All Hardware Maintenance is the responsibility of Client.

3.7 TERM AND TERMINATION: The license granted under this Agreement with regard to the Software may be terminated by IT-Stability for failure of Client to comply with terms and conditions of this Agreement. Client may terminate this Agreement for IT-Stability's failure to comply with the Agreement's terms and conditions. The parties shall comply with termination procedures and standards set forth in Section 5.16 of this Agreement

Within thirty (30) days after Client has discontinued the use of any Licensed Program, or within ten (10) days after IT-Stability has terminated any license, Client will certify in writing to IT-Stability that through its best efforts and to the best of its knowledge, the original and all copies in whole or in part of the discontinued or terminated Licensed Program(s) including the Software associated with the discontinued or terminated Licensed Program(s) have been permanently destroyed, except those required to be kept by law.

Upon termination of the agreement, for any reason, the client may retain its own property, information and data filed and collected during the terms of the license and generated by it in its police operation.

ARTICLE IV - DEFINITIONS

The following terms used in this Agreement shall have the sole and exclusive definition for all purposes in this Agreement:

4.1 Computer System is a combination of computer hardware and computer software organized to accomplish a set of specific functions.

4.2 Software is all software sold or licensed by IT-Stability to Client as set forth on Exhibit A.

4.3 Licensed Program is a program in computer readable form furnished by IT-Stability to Client including related supporting materials such as instruction manuals.

4.4 Use is the copying or duplication of any portion of any Licensed Program or the utilization of any Licensed Program in the course of the operation of any computer hardware, or in support of any computer hardware program.

4.5 Computer Hardware is physical equipment used in data processing as opposed to Software.

4.6 Hardware Maintenance is any activity, such as tests, measurements, replacements, adjustments, and repairs, intended to eliminate faults or problems with Computer Hardware or keep Computer Hardware functional at a certain level.

4.7 Data is a representation of facts, concepts, or instructions in a formalized manner suitable for communication, interpretation, or processing by humans or automatic means.

ARTICLE V – MISCELLANEOUS

5.1 CONFIDENTIALITY: IT-Stability and Client agree and acknowledge that the Software, including Dacra, are trade secrets and proprietary rights of IT-Stability and or Dacra Governmental Systems and all information and communications pertaining to this Agreement and the use, licensing and ownership of the Software, including Dacra, shall be held in strict confidence by IT-Stability and Client and shall not be disclosed or provided to any person or entity at any time including subsequent to the termination, expiration or existence of this Agreement, subject to the parties duties under a court order or the law, including the Freedom of Information Act (5 ILCS 140/1 *et seq.*). Client acknowledges the unauthorized use, transfer, assignment or disclosure of the Software, including Dacra, or of the information pertaining to the Software, including Dacra, shall diminish the value of the Software, including Dacra, to IT-Stability and cause irreparable harm to IT-Stability. Parties agree that the parties are entitled to equitable and legal remedies in any lawsuit or other legal action including specific performance, injunctive relief and declaratory judgments if this Agreement is breached by either party. IT-Stability and Client agree and acknowledge that the legal remedies mentioned herein are not exclusive and that the parties shall have the right to any other legal remedies in addition to the legal remedies mentioned herein. IT-Stability and Client shall not be responsible or liable under this Agreement for disclosure of said information, communications and this Agreement if the information, communications and this Agreement:

- a. are required to be disclosed by any law, including the Freedom of Information Act (5 ILCS 140/1 *et seq.*), or in response to any subpoena, court order, summons, judicial or governmental requirement or other legal process provided that the party making the disclosure gives the other party adequate written notice of potential disclosure.
- b. become generally available to the public other than by disclosure of the party seeking to enforce a remedy under this Section.

5.2 DAMAGES LIMITATION: The parties are only entitled to recover direct damages under this Agreement up to a limit of the purchase price of the agreement and may not recover incidental damages, or consequential damages.

5.3 WAIVER: Any waiver by either party of any provision of this Agreement or any breach of this Agreement shall not imply and shall not operate or be construed as a subsequent waiver of that, or any other provision of this Agreement or as a waiver of any subsequent breach by either party.

5.4 NOTICES: All notices and other communications provided for by this Agreement shall be made in writing and shall be served on the party by (1) personal delivery or (2) mail to the addresses listed herein by certified mail, return receipt requested; or (3) facsimile transmission or (4) email transmission or (5) commercial delivery (*e.g.*, Federal Express). The notice shall be deemed to be received if delivered on the date of its actual receipt by the party to whom it is directed or, if earlier, the date of mailing, the date a facsimile transmission or a email

transmission is transmitted if transmitted between the hours of 9:00 am and 5:00 pm on Monday through Friday excluding state and federal holidays, and if commercial delivered on the date of its delivery.

Notices shall be sent to:

IT-Stability: IT-Stability Systems, LLC
Attention: Zlatko Koprivec, President
Suite 201
1845 Grandstand Pl.
Elgin, IL 60123
Zlatko@it-stability.com

Client: City of Pekin
Attention: Chief of Police
111 S. Capitol St. #100
Pekin, IL 61554

5.5. ENTIRE AGREEMENT: This Agreement and the documents referred to herein shall be the entire, full and complete agreement between the parties concerning the subject matter hereof and shall supersede all prior agreements. All parties acknowledge that no other representations, promises or agreements were made to induce the parties to execute this Agreement, and no valid or binding representations, inducements, promises, or agreements, oral or otherwise, were made between the parties which are not embodied herein. No amendment, change or variance from this Agreement shall be binding on any party unless the same is in writing and executed by all parties hereto.

5.6 GOVERNING LAW: This Agreement shall be governed by, construed and enforced pursuant to the laws of the State of Illinois without regard to the conflicts of law provisions of the State of Illinois. The venue for all litigation pertaining to this Agreement shall be Tazewell County, Illinois. The prevailing party in any litigation shall be entitled to reimbursement for attorney's fees, costs and other expenses pertaining to said litigation and said attorney's fees, costs, and other expenses shall become a part of any judgment, verdict or decree.

5.7 BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of and bind the parties hereto and their legal representatives, successors and assigns.

5.8 AUTHORITY: IT-Stability and Client each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

5.9 SECTION HEADINGS: Descriptive headings contained in this Agreement are for convenience or reference only and are not intended to nor in any way define, limit or extend the scope or intent of this Agreement or any provision hereof.

5.10 SEVERABILITY: Each section, part, term, and provision of this Agreement shall be considered severable. If, for any reason, any section, part, term, or provision is herein determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation of a court or agency having valid jurisdiction, such determination shall not impair the operation or affect the remaining portions, sections, parts, terms, or provisions of this Agreement, and the latter will continue to be given full force and effect and bind the parties hereto. The invalid section, part, term or provision shall be deemed not to be part of this Agreement.

5.11 SINGULAR INCLUDES PLURAL: Wherever from the context it appears appropriate, each term stated in either the singular or the plural shall include the singular and the plural, and pronouns stated in either the masculine, the feminine or the neuter gender shall include the masculine, feminine or neuter.

5.12 EXECUTED COPIES DEEMED ORIGINALS. All executed copies of this Agreement shall be deemed to be an original though physically produced by automatic, printing or copy machines.

5.13 COUNTERPARTS: This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. This Agreement may contain more than one counterpart of the signature page. This Agreement may be executed by the affixing of the signatures of each of the parties to one of such counterpart signature pages; all of such counterpart signature pages shall be read as though one, and all of such counterpart signature pages shall have the same force and effect as though all the signers had signed a single signature page.

5.14 FURTHER ACTIONS: Each party agrees to perform any reasonable additional acts and to execute and deliver any reasonable additional documents which may be necessary to perform this Agreement.

5.15 FAX: Any signed document including the Agreement and any exhibits to this Agreement may be transmitted by facsimile machine (fax) and shall be considered an original document and an original signature for all purposes. At the request of any party, any document which has been faxed shall be re-signed by the original party in an original form. Neither party shall raise the use of a fax as a defense to this Agreement and any exhibit.

5.16 NOTICE OF DEFAULT: Any party to this Agreement shall not be deemed in default, breach or in noncompliance with any term or provision of this Agreement and no action shall be taken regarding any purported default, breach or noncompliance unless all of the following have occurred:

(a) Non-breaching party shall send breaching party a written notice setting forth in detail any default, breach or noncompliance; specifying what act or omission of breaching party caused said default, breach or noncompliance; when said act or omission occurred; what provision or term of said Agreement is involved; and what acts breaching party must perform to cure default, breach or noncompliance;

- (b) The notice must be sent pursuant to the terms of this Agreement;
- (c) Thirty (30) days must elapse from the time the notice is received by breaching party;
- (d) Breaching party has not cured the default, breach or noncompliance within the thirty (30) day period.

5.17 FREEDOM OF INFORMATION ACT COMPLIANCE: IT-Stability agrees to maintain, without charge, all records and documents concerning or relating to the Client and this Agreement in accordance with the Freedom of Information Act ("FOIA") 5 ILCS 140/1 *et seq.* Upon Client's request, IT-Stability shall produce all records requested by Client within the timeframe requested by Client, and if additional time is needed to compile the requested records, IT-Stability shall promptly notify Client.

5.18 RELATIONSHIP: The services of IT-Stability shall be rendered as an independent contractor and not as an employee for Client. Nothing contained in this Agreement shall be deemed or construed to create any relationship of principal and agent, or of limited or general partnership, or of joint venture, or of any association by and between IT-Stability and Client.

5.19 EXHIBITS: Attached hereto and made a part hereof are: Exhibit A, Dacra Software Modules to be licensed under this agreement.

This agreement has been executed by the parties as of the aforementioned date.

ACCEPTED:

CITY OF PEKIN

by _____
John McCabe, Mayor

Date: _____

ACCEPTED:

IT-STABILITY SYSTEMS, LLC

by _____
Zlatko Koprivec, President

Date: _____

EXHIBIT A:

Software to be licensed to Client:

Police System:

Dacra Tick-IT! Base System: \$35,000

- Includes police enforcement local ticketing and adjudication, correspondence management, docket generation and hearing management, fine escalation and tracking, financial management, reporting. Excludes in-squad or handheld use.

Administrative Tow Module: \$10,000

- Manages Administrative Tows and Administrative Tow Hearings. Excludes in-squad or handheld use.

Tow/abandon inventory module: \$10,000

- Manages Abandoned Vehicle Tow Process, Accident Tows, Other Tows

Racial Profiling Module: \$5,000

- Collects, reports, and exports Racial Profiling Data for Illinois. Excludes in-squad or handheld use.

Squad installation with LEADS integration: \$15,000

- Licenses In-Squad and Hand-Held Citation Creation and Issuance, Integration with LEADS

Collection Module: \$5,000

- Manages Collection Processes and Imports/Exports for Unpaid Fines

State Moving Violation Module: \$20,000

- Issuing State Moving Violations including officer circuit court key assignment, transmittal sheets for circuit court, and officer court docket report, pedestrian stop reporting

TOTAL POLICE SYSTEM: **\$100,000**

Code Enforcement System:

Dacra Code-IT! Base System:	\$35,000
Includes code enforcement local ticketing and adjudication, correspondence management, docket generation and hearing management, fine escalation and tracking, financial management, reporting. Excludes in-car or handheld use.	
Service Request Tracker:	\$15,000
Manages pre-citation violation correction processes	

<u>TOTAL CODE ENFORCEMENT SYSTEM:</u>	<u>\$50,000</u>
--	------------------------

TOTAL FOR POLICE AND CODE ENFORCEMENT SYSTEM:	\$150,000
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LESS CONCURRENT PURCHASE DISCOUNT:	\$10,000
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<u>TOTAL FOR BOTH SYSTEMS:</u>	<u>\$140,000</u>
---------------------------------------	-------------------------

Software Maintenance:

Software maintenance and updates are included for the first year. Second and subsequent years maintenance is charged at the rate of 20% of the price of the licensed modules. This rate shall not increase for a minimum of five years.



August 25, 2016

Mayor McCabe
City of Pekin
111 S. Capitol St.
Pekin, IL 61554

Dear Mayor McCabe

Enclosed, Please find two copies of the annual recycling grant intergovernmental agreement. Please sign and return both copies to this office by September 30, 2016. A fully signed and executed contract will be returned to you along with the grant check.

Please call if you have any questions, 309-925-5511 ext. 286.

Sincerely,
Tazewell County Health Department

Melissa Goetze B.S., LEHP, REHS/RS
Environmental Health Supervisor

TAZEWELL HEALTH DEPARTMENT
21306 Illinois Route 9
Tremont, IL 61568-9252 309/925-5511

CONTRACT

THIS AGREEMENT is entered into by and between the **CITY OF PEKIN** (hereinafter referred to as GRANTEE), and the COUNTY OF TAZEWELL, a body politic and corporate, (hereinafter referred to as the COUNTY).

COUNTY OBLIGATIONS

The COUNTY agrees to provide a grant in the amount of **\$69,010.00**. Payment shall be made in full and shall be authorized upon execution of this Agreement. The grant shall commence on the date of this Agreement and end on **12/31/17**. All funds that have not been expended or legally obligated by the expiration or termination of this Agreement may have to be returned to the COUNTY within 45 days following the expiration or termination of the Agreement.

GRANTEE OBLIGATIONS

The Grantee agrees that all grant monies will be used in support of and in connection with the COUNTY approved recycling collection program. The COUNTY will monitor the recycling program to ensure it remains in compliance with the COUNTY'S IEPA approved Solid Waste Management Plan. Failure of Grantee to comply with this Plan will require forfeiture of all unused grant funds.

Upon request by the COUNTY, Grantee agrees to prepare and submit an annual progress report detailing program expenditures.

IN WITNESS THEREOF, the undersigned governmental units have caused this Agreement to be duly executed.

TAZEWELL COUNTY

By: _____
County Chairman

ATTEST: _____
County Clerk

Dated: _____

GRANTEE

By: _____
Mayor/Supervisor

ATTEST: _____
City Clerk

Dated: 31 Aug - 2016



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk

From: Clayton Stambaugh, Airport Manager

AGENDA ITEM:

Concurrence in Award for Construction Phase of Illinois Project C15-4446 - Replace Taxiway Lighting and Associated Electrical Regulator to J.H. Moore Inc.

AGENDA DATE REQUESTED:

09-12-2016

ACTION REQUESTED:

Concur with as bid award, administered by the State of Illinois Department of Transportation (IDOT) - Division of Aeronautics (DOA), and governed by the Federal Aviation Administration (FAA), to J.H. Moore Inc., who bid \$165,997.17, for construction phase of Illinois Project C15-4446 - Replace Taxiway Lighting and Associated Electrical Regulator. Construction costs for the City of Pekin shall not exceed \$8,299.86, or 5% of \$165,997.17. By concurrence, the City of Pekin Administration is authorized to execute all final items relative to final completion of the project. This authorization is not to exceed a total cost of \$12,355.00 for all remaining phases.

DESCRIPTION:

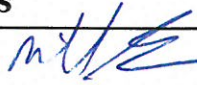
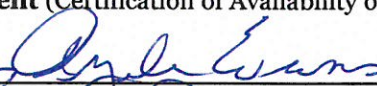
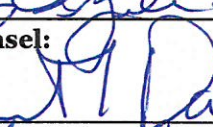
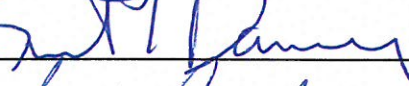
The City of Pekin and the Pekin Municipal Airport request the concurrence in award to J.H. Moore Inc., who bid \$165,997.17, which was \$80,146.93, or 32.56%, under design estimate for the abovementioned project. The City will only be responsible for 5% of this construction cost at a total of \$8,299.85. The favorable bid allows for a credit of \$80,146.93 toward future capital infrastructure monies for the airport. A direct savings of \$4,382.74 to the City, relative to immediate construction expense, is also realized by the favorable bid. Bid documentation and Project Status Report in Attachment A.

The design and engineering services agreement relating to this project, which continues until completion, was approved with a 6-1 vote by the Mayor and City Council on 05-19-2016. Please find Attachment B which includes meeting packet information from this action, and project justification.

The low bid of J.H. Moore is believed to be of quality by Hanson Professional Services, the Airport Advisory Commission, and the Airport Manager. The 32.56% savings will have a positive financial impact for the airport, the City, the State of Illinois, and the U.S. Government. City concurrence allows the ability for construction to begin this Fall rather than next Spring. Construction will replace a currently failed airfield lighting system that is safety critical. Fall 2016 construction avoids costly short term repair that would be needed to carry the currently failed system into Spring of 2017. Additionally, construction replaces the failed airfield lighting system with high efficiency/low maintenance technology. The savings alone allowed by these efficient technologies equates to a 2 year pay back for the City. It is recommended the award be concurred with by the City of Pekin, it's Mayor, and it's City Council.

Because of time concerns, and past disagreements between City Council and Mayor on contract execution

authority, City of Pekin Administration is requesting authorization to execute all final items as they relate to the completion of Illinois Project C15-4446 - Replace Taxiway Lighting and Associated Electrical Regulator. This authorization shall not exceed costs of \$12,355.00. A breakdown of this cost is found in Attachment A and does include the \$8,299.85 for construction.	
FINANCIAL IMPACTS: 1. Local capital expenditure of no more than \$8,299.86 for a total construction value of \$165,997.17. A 32.56% savings from design estimate – design and engineering services already previously approved, based upon a higher design estimate, by City Council on 05-19-2016 2. Reduction in day-to-day operational cost by increased efficiency (energy consumption and maintenance) 3. Lessened long term impact to city general fund and airport enterprise fund 4. \$80,146.93 savings applied as credit to future airport capital project 5. \$4,382.74 immediate construction cost savings	
NEIGHBORHOOD CONCERNS: None	
IMPACT IF APPROVED: 1. Increased safety, compliance, and decreased liability/risk –taxiway lights currently inoperable 2. Increased efficiency of airfield electrical system (energy consumption and maintenance) 3. Continued fulfillment of federal grant obligations and participation in the National Plan of Integrated Airport Systems – Airport Improvement Plan 4. Increased value of the airport as a transportation infrastructure asset 5. Financially effective and efficient – saves \$80,146.93 toward future capital infrastructure enhancement including a savings of \$4,382.74 to the City of Pekin on immediate construction costs 6. Continued participation with State/Federal airport improvement planning/programing – this project is phase 1 of 2. Phase 2 (FY18) will replace all other airfield electrical components (runway lights, navigational aids, wind indicator, beacon, vault enclosure, associated cabling) at a local cost of 5%	
IMPACT IF DENIED: 1. Continued risk/liability related to safety and non-compliance 2. Continued inefficiency of aged, out of date, lighting system (energy consumption and maintenance) 3. Exposure to costly repairs, maintenance, and energy consumption relating to all airfield electrical a. Estimates range from \$5,000 – \$10,000 on repairs alone 4. Continued noncompliance with the denial to participate in State/Federal airport improvement planning/programing will result in potential grant repayment, fines, penalties, and enforcement to repair/replace by local cost 5. Loss of \$80,146.93 toward future capital infrastructure improvement including a loss of \$4,382.74 worth of savings in immediate construction costs	
ALTERNATIVES: Upon expected expiration of favorable bid, rebid the project administered by the State. This alternative will likely equate to a loss of \$80,146.93 in future capital infrastructure monies in addition to a loss of \$4,382.74 worth of savings in immediate construction costs. Additionally, a continuance in repair of aged, inefficient, out of date, lighting system with an immediate repair cost between \$5,000 and \$10,000.	
RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS:	
✓	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:  <i>City Engineer</i> Date:  Clayton Stambaugh, Airport Manager	
Finance Department (Certification of Availability of Funds): Date: 9-9-16 	
Corporation Counsel:  Date: 9-9-16 	
City Manager:  Date: 9/9/16	

INTER-GOVERNMENTAL AGREEMENT



BETWEEN
THE STATE OF ILLINOIS, ILLINOIS DEPARTMENT OF TRANSPORTATION, AERONAUTICS
AND
City of Pekin

The IDOT/Aeronautics (Grantor), with its principal office at #1 Langhorne Bond Drive, Springfield, Illinois 62707, and City of Pekin (Grantee), with its principal office at 111 South Capital Street, Pekin, Illinois 61554 and payment address (if different than principal office) at same as above, hereby enter into this Inter-governmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

PART ONE – THE UNIFORM TERMS
RECITALS

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the State of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

ARTICLE I
AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that 030228832 is Grantee's correct DUNS number, that 37-6002169 is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration (if federal funds). Grantee is doing business as a (check):

- | | |
|--|---|
| ☐ Individual | ☐ Nonresident Alien |
| ☐ Sole Proprietorship | ☐ Pharmacy/Funeral Home/Cemetery Corp. |
| ☐ Partnership | ☐ Tax Exempt |
| ☐ Corporation (includes Not For Profit) | ☐ Limited Liability Company (select |
| ☐ Medical Corporation | applicable tax classification) |
| ☒ Governmental Unit | ☐ D = disregarded entity |
| ☐ Estate or Trust | ☐ C = corporation |
| ☐ Pharmacy-Non Corporate | ☐ P = partnership |

1.2. Amount of Agreement. Grant Funds (check one) ☐ shall not exceed or ☒ are estimated to be \$247,100.00, of which \$222,390.00 are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

1.3. Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is 3-17-SBG-120 & 133, the Federal awarding agency is Federal Aviation Administration, and the Federal Award date is 6/19/15 & 8/30/16. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is Airport Improvement Program and Number is 20.106. The Catalog of State Financial Assistance (CSFA) Number is 494-60-0327.

1.4. Term. This Agreement shall be effective on execution date and shall expire on five years from execution, unless terminated pursuant to this Agreement.

1.5. Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee 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 Grant Funds.

1.6. Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Illinois Department of Transportation, Aeronautics

City of Pekin

By: _____
Signature of Beth McCluskey, Director
Office of Intermodal Project Implementation
Date: _____

By: _____
Signature of Authorized Representative
Printed Title: City Clerk
Date: _____
Printed Name: _____

By: _____
Signature of William M. Barnes
Chief Legal Counsel
Date: _____

By: _____
Signature of Authorized Representative
Printed Title: Mayor
Date: _____
Printed Name: _____

By: _____
Signature of Roger Driskell, Director
Office of Planning/Programming
Date: _____

By: _____
Signature of Jeff Heck, Director
Office of Finance and Administration
Date: _____

By: _____
Signature of Randall S. Blankenhorn
Secretary of Transportation
Date: _____

ARTICLE II
REQUIRED REPRESENTATIONS

2.1. Standing and Authority. Grantee warrants that:

(a) Grantee is duly validly existing and in good standing, if applicable, under the laws of the State in which it was incorporated, organized or created.

(b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) If Grantee is an agency under the laws of jurisdiction other than Illinois, Grantee warrants that it is also duly qualified to do business in Illinois and is in good standing with the Illinois Secretary of State.

(d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.

(e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2. Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the Federal Internal Revenue Code (26 USC 1), the Illinois Revenue Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3. Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4. Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. *See 44 Ill. Admin. Code 7000.30(b)(1)(A).*

2.5. Compliance with Registration Requirements. Grantee and its sub-grantees shall: (i) be registered with the Federal SAM if seeking an Award that is partially or fully paid by Federal funds, and registered with the State equivalent of SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; and (iii) have a valid DUNS number. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE

XVIII.

ARTICLE III
DEFINITIONS

3.1. Definitions. Capitalized words and phrases used in this Agreement have the following meanings:

“2 CFR Part 200” means the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards published in Title 2, Part 200 of the Code of Federal Regulations.

“Agreement” or “Grant Agreement” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Allocable Costs” means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Award” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Budget” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“CFDA” or “Catalog of Federal Domestic Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Close-out Report” means a report from the Grantee allowing the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Consolidated Financial Report” means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

“Cost Allocation Plan” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“CSFA” or “Catalog of State Financial Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Disallowed Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“DUNS Number” means a unique nine digit identification number provided by Dun & Bradstreet for each

physical location of Grantee's organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the State of Illinois.

"FAIN" means the Federal Award Identification Number.

"FFATA" or "Federal Funding Accountability and Transparency Act" has the same meaning as in 31 USC 6101; P.L. 110-252.

"Fixed-Rate" has the same meaning as in 44 Ill. Admin. Code 7000.20. "Fixed-Rate" is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.20.

"GAAP" or "Generally Accepted Accounting Principles" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Grant Funds" has the same meaning as in 30 ILCS 705.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Net Revenue" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Net Revenue" is synonymous with "Profit."

"Nonprofit Organization" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Notice of Award" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"OMB" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with "Net Revenue."

"Program" means the services to be provided pursuant to this Agreement.

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Program Income" has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Related Parties” has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

“SAM” means the federal System for Award Management (SAM); which is the Federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

“State” means the State of Illinois.

“Term” has the meaning set forth in Paragraph 1.4.

“Unallowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

ARTICLE IV PAYMENT

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the Federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.2. Illinois Grant Funds Recovery Act. Any Grant Funds remaining at the end of the Agreement period which are not expended or legally obligated by Grantee shall be returned to Grantor within forty-five (45) days after the expiration of this Agreement in accordance with the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*). In the event of a conflict between the Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

4.3. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, Federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable Federal laws or regulations.

4.4. Payments to Third Parties. Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.5. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the Federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in

writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.6. Interest.

(a) All interest earned on Grant Funds held by a Grantee shall become part of the Grant Funds when earned and be treated accordingly for all purposes, unless otherwise provided in **PART TWO** or **PART THREE**. 30 ILCS 705/10.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)(8) or prohibited from doing so by state law. All interest earned shall be considered Grant Funds and are subject to the same restrictions, unless there is an applicable Federal program rule that takes precedence.

(c) A Grantee who is required to reimburse Grant Funds pursuant to an action brought under the Grant Funds Recovery Act, and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986, 30 ILCS 210; *See also* 30 ILCS 705/10.

4.7. Timely Billing Required. Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART TWO** or **PART THREE**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.8. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee must contain the following certification by an official authorized to legally bind the Grantee:

By signing this report [or payment request], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

ARTICLE V
SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

5.1. Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of Award is incorporated herein as an attachment.

All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

5.2. Scope Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. See 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment will be included in **Exhibit H**. Grantee shall adhere to the specific conditions listed therein.

ARTICLE VI

BUDGET

6.1. Budget. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-Federal as well as the Federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application will be final and is incorporated herein as an attachment. However, a revised Budget is incorporated if submitted to Grantor and thereafter approved.

6.2. Budget Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

6.3. Discretionary Line Item Transfers. Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without Grantor's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4. Non-discretionary Line Item Transfers. Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

ARTICLE VII
ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR 200 Subpart E and Appendices III, IV, and V.

7.2. Indirect Cost Rate Submission.

(a) This Paragraph 7.2 applies only to:

- (i) A Grantee who charges, or expects to charge, any Indirect Costs; and
- (ii) A Grantee who is allowed to charge Indirect Costs under federal or state statutes, state administrative rules, and agency or program rules, regulations and policies.

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations for approval no later than three months after the effective date of the Award, in a format prescribed by Grantor.

- (i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for State and local governments.
- (ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for institutions of higher education.

(c) A Grantee who has a current, applicable rate negotiated by a cognizant Federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the Federal government. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit. However, for Grantees to which Appendix III of 2 CFR Part 200 applies, the rate amount must not exceed 26% (see 2 CFR Part 200, Appendix III(C)(8)).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. See 2 CFR 200.451.

7.4. Higher Education Cost Principles. The Federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5. Government Cost Principles. The Federal cost principles that apply to State, local and Federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.6. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each State- and Federally-funded Program. Accounting records must contain information pertaining to State and Federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds.

Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. See 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.5).

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit H** of the requirement to submit Personnel activity reports. See 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement.

(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.7. **Federal Requirements.** All Grants, whether funded in whole or in part with either Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 III. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.6.

7.8. **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2

CFR 200.400(g); *see also* 30 ILCS 708/60(a)(7).

7.9. Management of Program Income. Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII REQUIRED CERTIFICATIONS

8.1. Certifications. Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 *et seq.*).

(e) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.* or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(f) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

(g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(h) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the

performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(i) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(j) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC §1251 *et seq.*).

(k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency (45 CFR Part 76), or by the State (See 30 ILCS 708/25(6)(G)).

(l) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(m) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

(n) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

(o) **Criminal Convictions.** Grantee certifies that neither it nor any managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

(p) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(q) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may

be declared void if this certification is false.

(r) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(s) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(t) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

ARTICLE IX CRIMINAL DISCLOSURE

9.1. **Mandatory Criminal Disclosures.** Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Grant Funds, funded by either State or Federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix II of 2 CFR Part 200, and 30 ILCS 708/40.

ARTICLE X UNLAWFUL DISCRIMINATION

10.1. **Compliance with Nondiscrimination Laws.** Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

(a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;

(b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);

(c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (See also guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);

(d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);

(e) The Americans with Disabilities Act of 1990 (42 USC 12101 *et seq.*); and

(f) The Age Discrimination Act (42 USC 6101 *et seq.*).

ARTICLE XI

LOBBYING

11.1. Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2. Federal Form LLL. If any funds, other than Federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

11.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

11.5. Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

11.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

ARTICLE XII

MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1. Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and

all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.336, shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, Federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by Federal statute. Grantee shall cooperate fully in any such audit.

12.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE XIII

FINANCIAL REPORTING REQUIREMENTS

13.1. Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 30 calendar days following the three month period covered by the report. Additional information regarding required financial reports may be set forth in **Exhibit H**. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*; 2 CFR 207(b)(3) and 200.327.

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report within 60 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 60 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343.

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.

13.3. Annual Financial Reports.

- (a) This Paragraph 13.3 applies to all Grantees, unless exempted by **PART TWO** or **PART THREE**.
- (b) Grantees shall submit Annual Financial Reports within 180 days after the Grantee's fiscal year ending on or after June 30. This deadline may be extended at the discretion of the Grantor.
- (c) The Annual Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Annual Financial Report must cover the same period as the Grantee's tax return.
- (d) Annual Financial Reports must include an in relation to opinion from the report issuer on the Cost and Revenue schedules included in the Annual Financial Report.
- (e) Annual Financial Reports shall follow a format prescribed by Grantor.
- (f) Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

13.4. Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding.

ARTICLE XIV
PERFORMANCE REPORTING REQUIREMENTS

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in **Exhibit E** must be reported quarterly, unless otherwise specified in **PART TWO** or **PART THREE**. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. In unusual circumstances where more frequent reporting is necessary some Grantees may be required to submit monthly Performance Reports; in such cases, Grantor shall notify Grantee of same in **PART TWO** or **PART THREE**. Pursuant to 2 CFR 200.328, periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, within 60 calendar days following the end of the period of performance. See 2

CFR 200.343.

14.3. Content of Performance Reports. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost if required; performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

14.4. Performance Standards. Grantee shall perform in accordance with the Performance Standards set forth in **Exhibit F**. See 2 CFR 200.301 and 200.210.

ARTICLE XV
AUDIT REQUIREMENTS

15.1. Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/65(c).

15.2. Single and Program-Specific Audits. If Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined) during its fiscal year, it must have a single audit or program-specific audit conducted for that year as required in 2 CFR 200.501 and other applicable sections of Subpart F. The audit and reporting package (including data collection form) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (Program-specific audit). The audit (and package) must be submitted to Grantor either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine months after the end of the audit period, whichever is earlier.

15.3. Financial Statement Audit. If Grantee expends less than \$750,000 in Federal Awards during its fiscal year and is not subject to the audit requirements in 15.2, but receives between \$300,000 and \$499,999 in Federal and State Awards combined, Grantee must have a financial statement audit conducted in accordance with Generally Accepted Auditing Standards (GAAS); if Grantee expends between \$500,000 and \$749,999 in Federal and State awards combined, Grantee must have a financial statement audit conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS). Grantee shall submit these financial statement audit reports to Grantor either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 180 calendar days after the end of the audit period, whichever is earlier.

15.4. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois. For audits required to be performed subject to Generally Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter.

15.5. Report Timing. Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

ARTICLE XVI
TERMINATION; SUSPENSION

16.1. Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;

(iii) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or

(c) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, Grantee may avail itself of any opportunities to object and challenge such suspension or termination in accordance with any applicable written processes and procedures. 2 CFR 200.341.

16.4. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

i. Grantor expressly authorizes them in the notice of suspension or termination; and

ii. The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.

16.5. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the

Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).

ARTICLE XVII SUBCONTRACTS/SUB-GRANTS

17.1. Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved.

17.2. Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by Federal and State laws and regulations, and the provisions of this Agreement.

ARTICLE XVIII NOTICE OF CHANGE

18.1. Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, Federal employer identification number (FEIN), DUNS number, SAM registration or the state equivalent registration status, Related Parties, or address. See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2. Failure to Provide Notification. Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3. Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4. Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5. Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

ARTICLE XIX REORGANIZATION

19.1. Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made

hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

ARTICLE XX

AGREEMENTS WITH OTHER STATE AGENCIES

20.1. Applicability. This ARTICLE XX applies to Grantees that are not an instrumentality of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. 2 CFR 200.64.

20.2. Agreement Disclosure. Grantee shall fully disclose, in **Exhibit G**, all contracts and other agreements to which it is a party or it anticipates entering into within one month after the effective date of this Award with any other State agency. For each contract or agreement, Grantee shall indicate:

- (a) The name of the State agency;
- (b) The number of the contract(s) or other agreement(s);
- (c) The estimated amount of the contract(s) or other agreement(s);
- (d) The term of the contract(s) or other agreement(s); and
- (e) The nature or purpose of the contract(s) or other agreement(s).

If Grantee has multiple Agreements with Grantor for the same fiscal year, Grantee only needs to supplement its previously submitted **Exhibit G**.

20.3. Copies upon Request. Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

ARTICLE XXI

CONFLICT OF INTEREST

21.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112 and 44 Ill. Admin. Code 7000.40(b)(3).

21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in Paragraph 20.1, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an

office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20 (30 ILCS 500/50-13).

21.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

ARTICLE XXII EQUIPMENT OR PROPERTY

22.1. Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439(a). Grantor shall notify Grantee in writing should Grantor require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2. Prohibition against Disposition/Encumbrance. The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

22.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable Federal and State statutes and executive orders.

ARTICLE XXIII PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

23.1. Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2. Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XXIV
INSURANCE

24.1. Purchase and Maintenance of Insurance. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

24.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

ARTICLE XXV
LAWSUITS

25.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2. Liability. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXVI
MISCELLANEOUS

26.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

26.2. Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3. Exhibits and Attachments. **Exhibits A** through **H**, **PART TWO**, **PART THREE**, if applicable and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4. Assignment Prohibited. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

26.5. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

26.6. Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7. No Waiver. No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

26.8. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

26.9. Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable Federal and State laws, including, without limitation, Federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10. Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable State and Federal statutes, Federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

26.11. Compliance with Freedom of Information Act. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

26.12. Precedence. In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** shall control. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

26.13. Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

26.14. Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

26.16. Attorney Fees and Costs. If Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

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EXHIBIT A

PROJECT DESCRIPTION

The **GRANTOR** and the **GRANTEE** desire to sponsor an Airport Improvement Program (AIP) 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 below and in Exhibit C.

The **GRANTEE** has applied for State assistance in procuring State or federal funds and hereby designates the **GRANTOR** as required by the above legal authority to accomplish the Project described below; and

As applicable, the **GRANTOR** has filed a preapplication for federal funds with the FAA on behalf of the **GRANTEE** and has appropriated certain monies for the Project; and

The **GRANTEE** hereby designates the **GRANTOR**, as its Agent, and the hereby accepts the designation to act as Agent for the **GRANTEE**.

Taxiway - Replace Taxiway Lighting and Associated Electrical Regulator

PN009
C15-4446
3-17-SBGP-120 & 133

EXHIBIT B
DELIVERABLES OR MILESTONES

Construction: Completion of construction activities as specified by the construction contract associated with the Project.

Preliminary and Construction Engineering: Completion of engineering work as specified by the **GRANTEE's** engineering agreement.

Right-of-Way: Demonstrate adequate right-of-way documentation and/or purchase of right-of-way.

Utilities: Completion of utility relocation or adjustment as specified by the **GRANTEE's** agreement with the utility.

Materials: Purchase and delivery of the materials specified by the material proposal.

EXHIBIT C

PAYMENT

GRANTEE shall receive \$247,100.00 under this Agreement.

Enter specific terms of payment here:

The **GRANTOR** 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 Status Report, as attached, 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 \$247,100.00.

A.	90.00%	Federal	<u>\$222,390.00</u>
B.	5.00%	State	<u>\$12,355.00</u>
C.	5.00%	Local (Grantee)	<u>\$12,355.00</u>

All Parties specifically agree that they shall pay the above defined percentages of all project costs. In addition, the **GRANTEE** shall pay such additional project costs which exceed the sum of the **GRANTOR's** funds and the Federal funds, as are herein committed for this Project.

In accordance with 49 USC § 47111, the **GRANTOR** 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 **GRANTOR** 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).

Payments to the Contractor or Consulting Engineer shall be made either by the **GRANTOR** or **GRANTEE** 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 **GRANTEE**, the **GRANTEE** must pay the consultant within five (5) business days upon receipt of said payment. If the **GRANTEE** fails to pay the consultant as directed herein, such payment must be returned to the **GRANTOR**, unless an extension or other arrangement is approved, in writing, by the **GRANTOR**.

Following the Project Completion Date and the **GRANTOR's** financial closure of the project, the **GRANTOR** shall credit or reimburse to the **GRANTEE** any excess funds provided by the **GRANTEE**.

The Project Status Report is the schedule of anticipated Project costs per the Budget requirement of Art. VI.

EXHIBIT D

CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

IDOT, AERONAUTICS (GRANTOR)

Name: Rhonda Baskett

Title: Special Programs Manager

Address: #1 Langhorne Bond Dr. Spfld, IL 62707

Phone: (217) 785-8500

TTY#: _____

Fax#: (217) 785-4533

E-mail Address: Rhonda.Baskett@illinois.gov

CITY OF PEKIN (GRANTEE)

Name: Mr. Clayton Stambaugh

Title: Airport Manager

Address: 111 South Capital Street

Phone: (309) 348-3692

TTY #: _____

Fax #: (309) 349-3693

E-mail Address: clstambaugh@ci.pekin.il.us

Additional Information: _____

EXHIBIT E

PERFORMANCE MEASURES

Key Performance Measures under the AIP: AIP provides funding to airports for infrastructure improvements such as safety, security and capacity projects.

- Eliminate airport conditions that cause aircraft accidents and security breaches.
- Reduce the number of people exposed to high levels of noise.
- Maintain airfield pavement in fair or better condition.
- Updated measures as issued by the FAA.

For All Projects: To complete this phase of the project within five (5) years from the date this agreement is approved by the **GRANTOR**.

The **GRANTEE** will submit to the **GRANTOR** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

The **GRANTEE** shall provide the final report to the appropriate **GRANTOR** within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.

For Federally Funded Projects: The **GRANTOR** is to comply with FAA Order 5100.38D or most current publication of the Airport Improvement Handbook as well as all current Airport Sponsor Grant Assurances. In accordance with AIP Sponsor Guide – 1500 , drawdowns of federal funds are to be done in a reasonable timeframe; prolonged inactivity (i.e., 12 months) may establish sufficient cause for the FAA to recover the unused funds by unilaterally closing the grant. As stated in the guidelines, inactivity of open grants may also jeopardize future federal projects.

For State-Let Projects: The **GRANTEE** is to remit payments to the **GRANTOR** in a timely manner as required under Payment Methods A, B, or C in Exhibit C. Failure to remit the payment(s), shall allow the **GRANTOR** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **GRANTOR** to **GRANTEE** on this or any other contract. The **STATE**, at its sole option, upon notice to the **GRANTEE**, may place the debt into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

EXHIBIT F

PERFORMANCE STANDARDS

The current versions of the *AIP Handbook* and *AIP Sponsor Guide*, as approved by FAA at the time this Agreement is executed, are incorporated by reference.

Performance standards are contained in the resulting **GRANTOR** or **GRANTEE** Contract(s) or Engineering Agreement, whichever is applicable for the project. These performance standards include labor, materials, and other specifications and special provisions applicable to the individual Project(s) subject to the granted funds described herein.

EXHIBIT G

STATE AGENCY CONTRACTS

For each contract or other agreement to which **GRANTEE** is a party with any other State agency, state:

1. The name of the State agency; Illinois Department of Transportation
2. The number of the contract(s) or other agreement(s);
3. The estimated amount of the contract(s) or other agreement(s);
4. The term of the contract(s) or other agreement(s); and
5. The nature or purpose of the contract(s) or other agreement(s).

EXHIBIT H
SPECIFIC CONDITIONS

[Below are examples from IDOT GATA excel spreadsheet, Aug. 11, 2016. After the **GRANTEE** registers and is "prequalified" the system will generate "Specific Conditions" which will be documented here in Ex. H.

(1) Medium risk requires more detailed reporting; High risk requires more detailed reporting and Monthly reporting; (2) Medium to high risk increases the likelihood that grant revenues and expenditures will be inaccurate that could result in misreporting, and an abusive environment; (3) Implementation of new or enhanced system, mitigating controls or a combination of both; (4) One year;

(1) Medium risk requires more detailed budget to actual reporting; High risk requires more detailed budget to actual reporting and Monthly budget to actual reporting; (2) Medium to high risk increases the likelihood that grant expenditures will exceed the approved budget categories that require prior approval and could result in amounts exceeding will not be reimbursed (3) Implementation of new or enhanced system controls, mitigating controls or a combination of both; (4) One year;

PART TWO – THE GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, the **GRANTOR** has the following additional requirements for its **GRANTEE**:

[See Paragraphs 4.3, 4.6, 4.7, 5.1, 7.6, 12.4, 13.3(a), 14.1, 14.3, and 24.1 for information that may be required in this **PART TWO**.]

Rights and Obligations of the **GRANTEE**:

1. Prior to the Project Completion Date, the **GRANTEE** 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 **GRANTOR** after approval thereof shall submit this Agreement to the FAA when applicable.
 - b. Employ a Consulting Engineer who is qualified to provide:
 - Qualified resident or project engineer(s), registered in the State of Illinois and approved by the **GRANTOR**;
 - Materials testing technician(s) approved by the **GRANTOR**;
 - Any project reports required by the **GRANTOR** or the FAA; and
 - Compliance with the Disadvantaged Business Enterprise requirements for the Project.
 - c. Obtain for the benefit of the **GRANTOR** 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 **GRANTOR**, through the Project Coordinator, both a semifinal and final inspection report. The final inspection report(s) shall certify to the **GRANTOR** and to the **GRANTEE** that the work involved has been fully completed in accordance with the plans, specifications and contract(s), including modifications or supplements by the **GRANTOR** 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 **GRANTOR**.

2. The **GRANTEE** 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.

3. After the Project Completion Date, the **GRANTEE** 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, **GRANTOR**, 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 **GRANTOR** and the FAA such reports as may be requested concerning the use, maintenance, and operation of the Airport.
4. The **GRANTEE** agrees to keep complete and adequate books and records in accordance with standard accounting procedures prescribed by the **GRANTOR** or the FAA relating to the Project described in this Agreement. The **GRANTEE** 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 FAA, Auditor General or the Illinois Department of Transportation/ **GRANTOR**; and the **GRANTEE** agrees to cooperate fully with any audit conducted by the Auditor General or the Illinois Department of Transportation/ **GRANTOR** 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.
 - a. **GRANTEE** shall keep project accounts and records which fully disclose the amounts and disposition of the proceeds of the grant, received by the **GRANTEE**.
 - b. The **GRANTOR** reserves the right for its auditors to review and audit any and all records relating to projects funded by the **GRANTOR** or the FAA at the **GRANTEE'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 **GRANTOR** officials.
5. No leases will be entered into by the **GRANTEE** which grants exclusive use rights to any grantee for any facilities which are the subject of this Project.
6. The **GRANTEE** agrees not to dispose of airport land, purchased either wholly or partially by State funds, by sale or lease without the consent of the **GRANTOR**. In the event such consent is obtained, the **GRANTEE** 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 **GRANTEE** 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 **GRANTEE** 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.

7. The **GRANTEE** covenants to zone (within its powers to do so) the Airport and its environs for compatible land use. The **GRANTEE** shall adopt airport hazard zoning regulations or shall request the **GRANTOR** to adopt airport hazard zoning under Section 17 of the Airport Zoning Act, (620 ILCS 25/17).
8. Land acquired or for which reimbursement is made under this Agreement which is farmed shall conform to the **GRANTOR'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).
9. The **GRANTEE** hereby certifies to the **GRANTOR** that it has 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.
10. All commitments by the **GRANTEE** hereunder are subject to constitutional and statutory limitations and restrictions binding upon it.

The **GRANTEE** 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.

Additional requirements as permitted under PART ONE:

1. The applicable FAA cash management system is completed by drawing down federal grant funds by using the Delphi eInvoicing system. See Sec. 4.3.
2. This agreement is exempt from the Grants Funds Recovery Act, 30 ILCS 705/3. If applicable, interest on grant funds shall be handled as stated under Sec. 4.6.
3. Billing schedule is based on progress payment schedule set forth in the contract. **GRANTOR** will receive invoices as work is completed from the **GRANTEE**. See Sec. 4.7.
4. Scope of activities/Purpose of Grant is included in Exhibit A (Project Description) and Exhibit B (Deliverables) and through the **GRANTOR/GRANTEE's** Project contract. See Sec. 5.1.
5. Monitoring and Access to Information are subject to Federal requirements including, but not limited to, FAA and USDOT. See Sec. 12.4.

6. Annual Financial Reports are exempt under this agreement. See 13.3(a).
7. Required Periodic Performance Reports are listed in Exhibit E as specified. See Sec. 14.1.
8. Content of Performance Reports will be in accordance with State and Federal requirements as stated in Exhibit E and the Project contract. See Sec. 14.3.
9. **GRANTEE** may be self-insured so long as sufficient funds exist to cover replacement costs set forth in Sec. 24.1. Insurance coverage by the vendor or contractor may be required by the Project contract.
10. USDOT and/or FAA required provisions are incorporated by applicable reference in Exhibit G.
11. In addition to Article III, the following definitions are applicable:
 - "Agreement" means this Inter-Governmental Agreement.
 - "AIP" means the FAA Grants-in-Aid for Airports; Airport Improvement Program.
 - "AIP Handbook" means FAA Order 5300-38D (or most current publication of the Airport Improvement Program Handbook). The AIP Handbook provides guidance and sets forth the policies and procedures of the Airport Improvement Program (AIP).
 - "AIP Sponsor Guide" means the FAA supplemental guidance for Central Region airport owners and their consultants with obtaining and administering an AIP grant available at http://www.faa.gov/airports/central/aip/sponsor_guide/.
 - "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.
 - "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.
 - "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.
 - "FAA" means the Federal Aviation Administration.
 - "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.

- "Project" as used herein means this project which shall be identified as Illinois Project Number C15-4446, State Block Grant Number(s) 3-17-SBGP-120 & 133, and described as: Various Airport Development under the State Block Grant Program and as described in Exhibit A and PART THREE.
- "USDOT" means the United States Department of Transportation.

Disadvantaged Business Enterprise (DBE) - To the extent required by federal law, regulation, or directive, the **GRANTOR** encourages all of its grantees to make a good-faith effort to contract with DBEs. **GRANTEES** agree to facilitate participation of Disadvantaged Business Enterprises (DBE) as follows:

1. The **GRANTEE** agrees to comply with Section 1101(b) of the FAST-ACT, and USDOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR Part 26, including any amendments thereto.
2. The **GRANTEE** shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements 49 CFR Part 26. The **GRANTEE** shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the **GRANTEE** of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
3. Each contract signed with a contractor (and each subcontract the prime contractor subcontractor) must include the following assurance:
 - a. The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient, deems appropriate, which may include, but is not limited to:
 - (1) Withholding monthly progress payments;
 - (2) Assessing sanctions;
 - (3) Liquidated damages; and/or
 - (4) Disqualifying the contractor from future bidding as non-responsible.
 - b. For contracts let by the **GRANTEE**: The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for

good cause following written approval of the awarding agency. (Note: If the project is let by IDOT, this section does not apply.)

PART THREE – THE PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and the Grantor-Specific Terms in **PART TWO**, the Grantor has the following additional requirements for this Project:

[Here is where the Grantor lists the specific requirements for this Project, including identification of all applicable state and federal rules.]

[See Paragraphs 4.3, 4.6, 4.7, 5.1, 7.6, 12.4, 14.1, 14.3, and 24.1 for information that may be required in this **PART THREE**.]

Project Specific terms and the scope are contained in the resulting GRANTOR or GRANTEE contract for the Project including applicable state and federal rules. The Project Description is included in Exhibit A.

REQUIRED FOR ALL PROJECTS

**Notification of Required Federal Program Information to
Subrecipients/Grantees for Federal Funding**

Pekin Municipal Airport

Does this project receive Federal funds? ☒ Yes ☐ No

Amount of Federal funds: \$222,390.00

Federal Grant Number(s): 3-17-SBGP-120 & 133

Grant(s) Award Date: 6/19/15 & 8/30/16

Illinois Project Number: C15-4446

Project Description: Taxiway - Replace Taxiway Lighting and Associated Electrical Regulator

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. Requirements are also under Art. XV.

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 217/782-6041.

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/Grantee Contact Information

Subrecipient/Grantee: _____

Contact Person: _____ Title: _____

Address: _____ Phone No. _____

_____ Fax No. _____

Email address: _____

Fiscal Year End: _____

State Num: C15-4446-0000 Program Year: 2016

Project Status Report

Exhibit 1

As of 9 Sep 2016 09:53

Page 1

Federal Num: 3-17-SBGP-120 N, 3-17-SBGP-133 N

Airport: PEKIN MUNICIPAL AIRPORT

Fed Status: Pending

State Status: Pending

Description: Taxiway - Replace Taxiway Lighting and Associated Electrical Regulator

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 - J H Moore Inc As Bid (7-29-2016)	165,997.17	149,397.45	8,299.86	8,299.86	0.00	165,997.17
2	Eng. Preliminary - Costs Incurred - Pekin City of* Hanson L.S. PASD	10,736.00	9,662.40	536.80	536.80	0.00	10,736.00
3	Eng. Design - Costs Incurred - Pekin City of* Hanson CPFF Design	20,012.00	18,010.80	1,000.60	1,000.60	0.00	20,012.00
4	Eng. Construction - Costs Incurred - Pekin City of* Hanson Inspection	41,595.00	37,435.50	2,079.75	2,079.75	0.00	41,595.00
5	Special Services-Costs Incurred - Pekin City of* Hanson CatEx	2,500.00	2,250.00	125.00	125.00	0.00	2,500.00
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		240,840.17	216,756.15	12,042.01	12,042.01	0.00	240,840.17
Reserves (+) / shortfalls (-)		6,259.83	5,633.85	312.99	312.99	0.00	6,259.83
TOTAL APPROVED FUNDING		247,100.00	222,390.00	12,355.00	12,355.00	0.00	247,100.00

Funding Summary

<u>Amend Num</u>	<u>Description</u>	<u>Total</u>	<u>Federal</u>	<u>State</u>	<u>Local</u>
	Agency Agreement	247,100.00	222,390.00	12,355.00	12,355.00

State Num: C15-4446-0000 Program Year: 2016

Project Status Report

Exhibit 1

As of 9 Sep 2016 09:53

Page 2

Federal Num: 3-17-SBGP-120 N, 3-17-SBGP-133 N

Airport: PEKIN MUNICIPAL AIRPORT

Fed Status: Pending

State Status: Pending

Description: Taxiway - Replace Taxiway Lighting and Associated Electrical Regulator

TOTAL APPROVED FUNDING	247,100.00	222,390.00	12,355.00	12,355.00
Program budget (for information only)	330,000.00	297,000.00	16,500.00	16,500.00



Illinois Department of Transportation

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

March 10, 2016

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

Mr. Stambaugh,

As requested by the Pekin Municipal Airport, the Illinois Department of Transportation's Office of Planning and Programming is making the following change to the FFY-2016 Proposed Airport Improvement Program for the Pekin Municipal Airport. A project titled "Replace Taxiway Lighting and associated Electrical Regulator" is being added. See the table below for the anticipated project funding levels.

For Fiscal Year 2016, 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.

The following federally funded project(s) for your airport have been selected based on requests made to this office and are included in the Federal Fiscal Year (FFY) 2016 Proposed Airport Improvement Program. This program is based on federal funding levels established in federal legislation which provide for a minimum of \$1 million in entitlement funds for primary airports as well as maximum of \$150,000 entitlement funds for non-primary airports. The 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.

This program is dependent on receipt of FFY 2016 federal grant funds and legislative authorization of state funding appropriations and release of funds by the Governor's office.

The Illinois Department of Transportation and the Airport Sponsor agree to participate in the below defined amounts in accordance with the percentages shown. In addition, the Airport Sponsor shall pay such additional project costs, which exceed the sum of the Department's funds and the Federal funds.

Mr. Clayton Stambaugh
March 10, 2016
Page Two

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, including any amounts which exceed the totals listed.

The FFY 2016 Proposed Airport Improvement Program contains the additional following federal project for your airport:

The project **"Replace taxiway lighting and associated electrical regulator"** will be funded as follows:

FFY-2015 Non-Primary Entitlement Funds	\$148,500
FFY-2016 Non-Primary Entitlement Funds	\$148,500
State Match	\$16,500
<u>Local Match</u>	<u>\$16,500</u>
Total Cost	\$330,000

The Illinois Department of Transportation 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.

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. The reimbursement programmed will be paid once all billings have been received and full control or complete easement rights of the property in question is held by the airport sponsor.

Your Aeronautics Design Engineer is Hank Priester, P.E. and he may be reached at 217-557-9113 to initiate this project. Please initiate your project within one year of the date on this letter.

Mr. Clayton Stambaugh
March 10, 2016
Page Three

If you have any questions concerning this letter, please contact BJ Murray at 217-782-4118.

Sincerely,

A handwritten signature in black ink, appearing to read "Roger Driskell", with a stylized flourish at the end.

Roger L. Driskell, P. E.
Director,
Office of Planning and Programming



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk

From: Clayton Stambaugh, Airport Manager

AGENDA ITEM:

Concurrence in Award for Construction Phase of Illinois Project C15-4446 - Replace Taxiway Lighting and Associated Electrical Regulator to J.H. Moore Inc.

AGENDA DATE REQUESTED:

09-12-2016

ACTION REQUESTED:

Concur with as bid award, administered by the State of Illinois Department of Transportation (IDOT) - Division of Aeronautics (DOA), and governed by the Federal Aviation Administration (FAA), to J.H. Moore Inc., who bid \$165,997.17, for construction phase of Illinois Project C15-4446 - Replace Taxiway Lighting and Associated Electrical Regulator. Construction costs for the City of Pekin shall not exceed \$8,299.86, or 5% of \$165,997.17. By concurrence, the City of Pekin Administration is authorized to execute all final items relative to final completion of the project. This authorization is not to exceed a total cost of \$12,355.00 for all remaining phases.

DESCRIPTION:

The City of Pekin and the Pekin Municipal Airport request the concurrence in award to J.H. Moore Inc., who bid \$165,997.17, which was \$80,146.93, or 32.56%, under design estimate for the abovementioned project. The City will only be responsible for 5% of this construction cost at a total of \$8,299.85. The favorable bid allows for a credit of \$80,146.93 toward future capital infrastructure monies for the airport. A direct savings of \$4,382.74 to the City, relative to immediate construction expense, is also realized by the favorable bid. Bid documentation and Project Status Report in Attachment A.

The design and engineering services agreement relating to this project, which continues until completion, was approved with a 6-1 vote by the Mayor and City Council on 05-19-2016. Please find Attachment B which includes meeting packet information from this action, and project justification.

The low bid of J.H. Moore is believed to be of quality by Hanson Professional Services, the Airport Advisory Commission, and the Airport Manager. The 32.56% savings will have a positive financial impact for the airport, the City, the State of Illinois, and the U.S. Government. City concurrence allows the ability for construction to begin this Fall rather than next Spring. Construction will replace a currently failed airfield lighting system that is safety critical. Fall 2016 construction avoids costly short term repair that would be needed to carry the currently failed system into Spring of 2017. Additionally, construction replaces the failed airfield lighting system with high efficiency/low maintenance technology. The savings alone allowed by these efficient technologies equates to a 2 year pay back for the City. It is recommended the award be concurred with by the City of Pekin, it's Mayor, and it's City Council.

Because of time concerns, and past disagreements between City Council and Mayor on contract execution

authority, City of Pekin Administration is requesting authorization to execute all final items as they relate to the completion of Illinois Project C15-4446 - Replace Taxiway Lighting and Associated Electrical Regulator. This authorization shall not exceed costs of \$12,355.00. A breakdown of this cost is found in Attachment A and does include the \$8,299.85 for construction.

FINANCIAL IMPACTS:

1. Local capital expenditure of no more than \$8,299.86 for a total construction value of \$165,997.17. A 32.56% savings from design estimate – design and engineering services already previously approved, based upon a higher design estimate, by City Council on 05-19-2016
2. Reduction in day-to-day operational cost by increased efficiency (energy consumption and maintenance)
3. Lessened long term impact to city general fund and airport enterprise fund
4. \$80,146.93 savings applied as credit to future airport capital project
5. \$4,382.74 immediate construction cost savings

NEIGHBORHOOD CONCERNS:

None

IMPACT IF APPROVED:

1. Increased safety, compliance, and decreased liability/risk –taxiway lights currently inoperable
2. Increased efficiency of airfield electrical system (energy consumption and maintenance)
3. Continued fulfillment of federal grant obligations and participation in the National Plan of Integrated Airport Systems – Airport Improvement Plan
4. Increased value of the airport as a transportation infrastructure asset
5. Financially effective and efficient – saves \$80,146.93 toward future capital infrastructure enhancement including a savings of \$4,382.74 to the City of Pekin on immediate construction costs
6. Continued participation with State/Federal airport improvement planning/programing – this project is phase 1 of 2. Phase 2 (FY18) will replace all other airfield electrical components (runway lights, navigational aids, wind indicator, beacon, vault enclosure, associated cabling) at a local cost of 5%

IMPACT IF DENIED:

1. Continued risk/liability related to safety and non-compliance
2. Continued inefficiency of aged, out of date, lighting system (energy consumption and maintenance)
3. Exposure to costly repairs, maintenance, and energy consumption relating to all airfield electrical
 - a. Estimates range from \$5,000 – \$10,000 on repairs alone
4. Continued noncompliance with the denial to participate in State/Federal airport improvement planning/programing will result in potential grant repayment, fines, penalties, and enforcement to repair/replace by local cost
5. Loss of \$80,146.93 toward future capital infrastructure improvement including a loss of \$4,382.74 worth of savings in immediate construction costs

ALTERNATIVES:

Upon expected expiration of favorable bid, rebid the project administered by the State. This alternative will likely equate to a loss of \$80,146.93 in future capital infrastructure monies in addition to a loss of \$4,382.74 worth of savings in immediate construction costs. Additionally, a continuance in repair of aged, inefficient, out of date, lighting system with an immediate repair cost between \$5,000 and \$10,000.

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS:

✓	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:	 Clayton Stambaugh, Airport Manager
Finance Department (Certification of Availability of Funds):	
Date:	
Corporation Counsel:	
Date:	
City Manager:	
Date:	

INTER-GOVERNMENTAL AGREEMENT



BETWEEN
THE STATE OF ILLINOIS, ILLINOIS DEPARTMENT OF TRANSPORTATION, AERONAUTICS
AND
City of Pekin

The IDOT/Aeronautics (Grantor), with its principal office at #1 Langhorne Bond Drive, Springfield, Illinois 62707, and City of Pekin (Grantee), with its principal office at 111 South Capital Street, Pekin, Illinois 61554 and payment address (if different than principal office) at same as above, hereby enter into this Inter-governmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

PART ONE – THE UNIFORM TERMS
RECITALS

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the State of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

ARTICLE I
AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that 030228832 is Grantee's correct DUNS number, that 37-6002169 is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration (if federal funds). Grantee is doing business as a (check):

- | | |
|--|---|
| ☐ Individual | ☐ Nonresident Alien |
| ☐ Sole Proprietorship | ☐ Pharmacy/Funeral Home/Cemetery Corp. |
| ☐ Partnership | ☐ Tax Exempt |
| ☐ Corporation (includes Not For Profit) | ☐ Limited Liability Company (select |
| ☐ Medical Corporation | applicable tax classification) |
| ☒ Governmental Unit | ☐ D = disregarded entity |
| ☐ Estate or Trust | ☐ C = corporation |
| ☐ Pharmacy-Non Corporate | ☐ P = partnership |

1.2. Amount of Agreement. Grant Funds (check one) ☐ shall not exceed or ☒ are estimated to be \$247,100.00, of which \$222,390.00 are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

1.3. Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is 3-17-SBG-120 & 133, the Federal awarding agency is Federal Aviation Administration, and the Federal Award date is 6/19/15 & 8/30/16. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is Airport Improvement Program and Number is 20.106. The Catalog of State Financial Assistance (CSFA) Number is 494-60-0327.

1.4. Term. This Agreement shall be effective on execution date and shall expire on five years from execution, unless terminated pursuant to this Agreement.

1.5. Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee 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 Grant Funds.

1.6. Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Illinois Department of Transportation, Aeronautics

By: _____
Signature of Beth McCluskey, Director
Office of Intermodal Project Implementation
Date: _____

By: _____
Signature of William M. Barnes
Chief Legal Counsel
Date: _____

By: _____
Signature of Roger Driskell, Director
Office of Planning/Programming
Date: _____

By: _____
Signature of Jeff Heck, Director
Office of Finance and Administration
Date: _____

By: _____
Signature of Randall S. Blankenhorn
Secretary of Transportation
Date: _____

City of Pekin

By: _____
Signature of Authorized Representative
Printed Title: City Clerk
Date: _____
Printed Name: _____

By: _____
Signature of Authorized Representative
Printed Title: Mayor
Date: _____
Printed Name: _____

ARTICLE II
REQUIRED REPRESENTATIONS

2.1. Standing and Authority. Grantee warrants that:

(a) Grantee is duly validly existing and in good standing, if applicable, under the laws of the State in which it was incorporated, organized or created.

(b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) If Grantee is an agency under the laws of jurisdiction other than Illinois, Grantee warrants that it is also duly qualified to do business in Illinois and is in good standing with the Illinois Secretary of State.

(d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.

(e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2. Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the Federal Internal Revenue Code (26 USC 1), the Illinois Revenue Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3. Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4. Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. See 44 Ill. Admin. Code 7000.30(b)(1)(A).

2.5. Compliance with Registration Requirements. Grantee and its sub-grantees shall: (i) be registered with the Federal SAM if seeking an Award that is partially or fully paid by Federal funds, and registered with the State equivalent of SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; and (iii) have a valid DUNS number. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE

XVIII.

ARTICLE III
DEFINITIONS

3.1. Definitions. Capitalized words and phrases used in this Agreement have the following meanings:

“2 CFR Part 200” means the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards published in Title 2, Part 200 of the Code of Federal Regulations.

“Agreement” or “Grant Agreement” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Allocable Costs” means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Award” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Budget” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“CFDA” or “Catalog of Federal Domestic Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Close-out Report” means a report from the Grantee allowing the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Consolidated Financial Report” means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

“Cost Allocation Plan” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“CSFA” or “Catalog of State Financial Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Disallowed Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“DUNS Number” means a unique nine digit identification number provided by Dun & Bradstreet for each

physical location of Grantee's organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the State of Illinois.

"FAIN" means the Federal Award Identification Number.

"FFATA" or "Federal Funding Accountability and Transparency Act" has the same meaning as in 31 USC 6101; P.L. 110-252.

"Fixed-Rate" has the same meaning as in 44 Ill. Admin. Code 7000.20. "Fixed-Rate" is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.20.

"GAAP" or "Generally Accepted Accounting Principles" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Grant Funds" has the same meaning as in 30 ILCS 705.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Net Revenue" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Net Revenue" is synonymous with "Profit."

"Nonprofit Organization" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Notice of Award" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"OMB" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with "Net Revenue."

"Program" means the services to be provided pursuant to this Agreement.

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Program Income" has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Related Parties” has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

“SAM” means the federal System for Award Management (SAM); which is the Federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

“State” means the State of Illinois.

“Term” has the meaning set forth in Paragraph 1.4.

“Unallowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

ARTICLE IV **PAYMENT**

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the Federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.2. Illinois Grant Funds Recovery Act. Any Grant Funds remaining at the end of the Agreement period which are not expended or legally obligated by Grantee shall be returned to Grantor within forty-five (45) days after the expiration of this Agreement in accordance with the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*). In the event of a conflict between the Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

4.3. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, Federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable Federal laws or regulations.

4.4. Payments to Third Parties. Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.5. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the Federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in

writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.6. Interest.

(a) All interest earned on Grant Funds held by a Grantee shall become part of the Grant Funds when earned and be treated accordingly for all purposes, unless otherwise provided in **PART TWO** or **PART THREE**. 30 ILCS 705/10.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)(8) or prohibited from doing so by state law. All interest earned shall be considered Grant Funds and are subject to the same restrictions, unless there is an applicable Federal program rule that takes precedence.

(c) A Grantee who is required to reimburse Grant Funds pursuant to an action brought under the Grant Funds Recovery Act, and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986, 30 ILCS 210; *See also* 30 ILCS 705/10.

4.7. Timely Billing Required. Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART TWO** or **PART THREE**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.8. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee must contain the following certification by an official authorized to legally bind the Grantee:

By signing this report [or payment request], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

ARTICLE V
SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

5.1. Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of Award is incorporated herein as an attachment.

All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

5.2. Scope Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. See 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment will be included in **Exhibit H**. Grantee shall adhere to the specific conditions listed therein.

ARTICLE VI

BUDGET

6.1. Budget. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-Federal as well as the Federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application will be final and is incorporated herein as an attachment. However, a revised Budget is incorporated if submitted to Grantor and thereafter approved.

6.2. Budget Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

6.3. Discretionary Line Item Transfers. Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without Grantor's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4. Non-discretionary Line Item Transfers. Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

ARTICLE VII
ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR 200 Subpart E and Appendices III, IV, and V.

7.2. Indirect Cost Rate Submission.

(a) This Paragraph 7.2 applies only to:

- (i) A Grantee who charges, or expects to charge, any Indirect Costs; and
- (ii) A Grantee who is allowed to charge Indirect Costs under federal or state statutes, state administrative rules, and agency or program rules, regulations and policies.

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations for approval no later than three months after the effective date of the Award, in a format prescribed by Grantor.

- (i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for State and local governments.
- (ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for institutions of higher education.

(c) A Grantee who has a current, applicable rate negotiated by a cognizant Federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the Federal government. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit. However, for Grantees to which Appendix III of 2 CFR Part 200 applies, the rate amount must not exceed 26% (see 2 CFR Part 200, Appendix III(C)(8)).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. See 2 CFR 200.451.

7.4. Higher Education Cost Principles. The Federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5. Government Cost Principles. The Federal cost principles that apply to State, local and Federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.6. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

- (a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each State- and Federally-funded Program. Accounting records must contain information pertaining to State and Federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds.

Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. See 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.5).

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit H** of the requirement to submit Personnel activity reports. See 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement.

(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.7. **Federal Requirements.** All Grants, whether funded in whole or in part with either Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 III. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.6.

7.8. **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2

CFR 200.400(g); *see also* 30 ILCS 708/60(a)(7).

7.9. Management of Program Income. Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII

REQUIRED CERTIFICATIONS

8.1. Certifications. Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 *et seq.*).

(e) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.* or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(f) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

(g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(h) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the

performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(i) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(j) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC §1251 *et seq.*).

(k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency (45 CFR Part 76), or by the State (See 30 ILCS 708/25(6)(G)).

(l) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(m) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

(n) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

(o) **Criminal Convictions.** Grantee certifies that neither it nor any managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

(p) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(q) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may

be declared void if this certification is false.

(r) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(s) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(t) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

ARTICLE IX CRIMINAL DISCLOSURE

9.1. **Mandatory Criminal Disclosures.** Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Grant Funds, funded by either State or Federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix II of 2 CFR Part 200, and 30 ILCS 708/40.

ARTICLE X UNLAWFUL DISCRIMINATION

10.1. **Compliance with Nondiscrimination Laws.** Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

(a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;

(b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);

(c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (See also guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);

(d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);

(e) The Americans with Disabilities Act of 1990 (42 USC 12101 *et seq.*); and

(f) The Age Discrimination Act (42 USC 6101 *et seq.*).

ARTICLE XI

LOBBYING

11.1. Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2. Federal Form LLL. If any funds, other than Federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

11.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

11.5. Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

11.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

ARTICLE XII

MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1. Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and

all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.336, shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, Federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by Federal statute. Grantee shall cooperate fully in any such audit.

12.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE XIII

FINANCIAL REPORTING REQUIREMENTS

13.1. Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 30 calendar days following the three month period covered by the report. Additional information regarding required financial reports may be set forth in **Exhibit H**. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*; 2 CFR 207(b)(3) and 200.327.

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report within 60 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 60 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343.

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.

13.3. Annual Financial Reports.

- (a) This Paragraph 13.3 applies to all Grantees, unless exempted by **PART TWO** or **PART THREE**.
- (b) Grantees shall submit Annual Financial Reports within 180 days after the Grantee's fiscal year ending on or after June 30. This deadline may be extended at the discretion of the Grantor.
- (c) The Annual Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Annual Financial Report must cover the same period as the Grantee's tax return.
- (d) Annual Financial Reports must include an in relation to opinion from the report issuer on the Cost and Revenue schedules included in the Annual Financial Report.
- (e) Annual Financial Reports shall follow a format prescribed by Grantor.
- (f) Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

13.4. Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding.

ARTICLE XIV
PERFORMANCE REPORTING REQUIREMENTS

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in **Exhibit E** must be reported quarterly, unless otherwise specified in **PART TWO** or **PART THREE**. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. In unusual circumstances where more frequent reporting is necessary some Grantees may be required to submit monthly Performance Reports; in such cases, Grantor shall notify Grantee of same in **PART TWO** or **PART THREE**. Pursuant to 2 CFR 200.328, periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, within 60 calendar days following the end of the period of performance. See 2

CFR 200.343.

14.3. Content of Performance Reports. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost if required; performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

14.4. Performance Standards. Grantee shall perform in accordance with the Performance Standards set forth in **Exhibit F**. See 2 CFR 200.301 and 200.210.

ARTICLE XV
AUDIT REQUIREMENTS

15.1. Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/65(c).

15.2. Single and Program-Specific Audits. If Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined) during its fiscal year, it must have a single audit or program-specific audit conducted for that year as required in 2 CFR 200.501 and other applicable sections of Subpart F. The audit and reporting package (including data collection form) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (Program-specific audit). The audit (and package) must be submitted to Grantor either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine months after the end of the audit period, whichever is earlier.

15.3. Financial Statement Audit. If Grantee expends less than \$750,000 in Federal Awards during its fiscal year and is not subject to the audit requirements in 15.2, but receives between \$300,000 and \$499,999 in Federal and State Awards combined, Grantee must have a financial statement audit conducted in accordance with Generally Accepted Auditing Standards (GAAS); if Grantee expends between \$500,000 and \$749,999 in Federal and State awards combined, Grantee must have a financial statement audit conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS). Grantee shall submit these financial statement audit reports to Grantor either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 180 calendar days after the end of the audit period, whichever is earlier.

15.4. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois. For audits required to be performed subject to Generally Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter.

15.5. Report Timing. Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

ARTICLE XVI
TERMINATION; SUSPENSION

16.1. Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;

(iii) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or

(c) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, Grantee may avail itself of any opportunities to object and challenge such suspension or termination in accordance with any applicable written processes and procedures. 2 CFR 200.341.

16.4. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

i. Grantor expressly authorizes them in the notice of suspension or termination; and

ii. The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.

16.5. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the

Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).

ARTICLE XVII

SUBCONTRACTS/SUB-GRANTS

17.1. Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved.

17.2. Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by Federal and State laws and regulations, and the provisions of this Agreement.

ARTICLE XVIII

NOTICE OF CHANGE

18.1. Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, Federal employer identification number (FEIN), DUNS number, SAM registration or the state equivalent registration status, Related Parties, or address. See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2. Failure to Provide Notification. Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3. Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4. Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5. Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

ARTICLE XIX

REORGANIZATION

19.1. Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made

hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

ARTICLE XX

AGREEMENTS WITH OTHER STATE AGENCIES

20.1. Applicability. This ARTICLE XX applies to Grantees that are not an instrumentality of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. 2 CFR 200.64.

20.2. Agreement Disclosure. Grantee shall fully disclose, in **Exhibit G**, all contracts and other agreements to which it is a party or it anticipates entering into within one month after the effective date of this Award with any other State agency. For each contract or agreement, Grantee shall indicate:

- (a) The name of the State agency;
- (b) The number of the contract(s) or other agreement(s);
- (c) The estimated amount of the contract(s) or other agreement(s);
- (d) The term of the contract(s) or other agreement(s); and
- (e) The nature or purpose of the contract(s) or other agreement(s).

If Grantee has multiple Agreements with Grantor for the same fiscal year, Grantee only needs to supplement its previously submitted **Exhibit G**.

20.3. Copies upon Request. Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

ARTICLE XXI

CONFLICT OF INTEREST

21.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112 and 44 Ill. Admin. Code 7000.40(b)(3).

21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in Paragraph 20.1, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an

office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20 (30 ILCS 500/50-13).

21.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

ARTICLE XXII EQUIPMENT OR PROPERTY

22.1. Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439(a). Grantor shall notify Grantee in writing should Grantor require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2. Prohibition against Disposition/Encumbrance. The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

22.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable Federal and State statutes and executive orders.

ARTICLE XXIII PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

23.1. Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2. Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XXIV
INSURANCE

24.1. Purchase and Maintenance of Insurance. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

24.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

ARTICLE XXV
LAWSUITS

25.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2. Liability. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXVI
MISCELLANEOUS

26.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

26.2. Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3. Exhibits and Attachments. **Exhibits A** through **H**, **PART TWO**, **PART THREE**, if applicable and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4. Assignment Prohibited. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

26.5. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

26.6. Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7. No Waiver. No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

26.8. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

26.9. Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable Federal and State laws, including, without limitation, Federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10. Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable State and Federal statutes, Federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

26.11. Compliance with Freedom of Information Act. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

26.12. Precedence. In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** shall control. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

26.13. Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

26.14. Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

26.16. Attorney Fees and Costs. If Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

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EXHIBIT A

PROJECT DESCRIPTION

The **GRANTOR** and the **GRANTEE** desire to sponsor an Airport Improvement Program (AIP) 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 below and in Exhibit C.

The **GRANTEE** has applied for State assistance in procuring State or federal funds and hereby designates the **GRANTOR** as required by the above legal authority to accomplish the Project described below; and

As applicable, the **GRANTOR** has filed a preapplication for federal funds with the FAA on behalf of the **GRANTEE** and has appropriated certain monies for the Project; and

The **GRANTEE** hereby designates the **GRANTOR**, as its Agent, and the hereby accepts the designation to act as Agent for the **GRANTEE**.

Taxiway - Replace Taxiway Lighting and Associated Electrical Regulator

PN009
C15-4446
3-17-SBGP-120 & 133

EXHIBIT B
DELIVERABLES OR MILESTONES

Construction: Completion of construction activities as specified by the construction contract associated with the Project.

Preliminary and Construction Engineering: Completion of engineering work as specified by the **GRANTEE's** engineering agreement.

Right-of-Way: Demonstrate adequate right-of-way documentation and/or purchase of right-of-way.

Utilities: Completion of utility relocation or adjustment as specified by the **GRANTEE's** agreement with the utility.

Materials: Purchase and delivery of the materials specified by the material proposal.

EXHIBIT C

PAYMENT

GRANTEE shall receive \$247,100.00 under this Agreement.

Enter specific terms of payment here:

The **GRANTOR** 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 Status Report, as attached, 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 \$247,100.00.

A.	90.00%	Federal	<u>\$222,390.00</u>
B.	5.00%	State	<u>\$12,355.00</u>
C.	5.00%	Local (Grantee)	<u>\$12,355.00</u>

All Parties specifically agree that they shall pay the above defined percentages of all project costs. In addition, the **GRANTEE** shall pay such additional project costs which exceed the sum of the **GRANTOR's** funds and the Federal funds, as are herein committed for this Project.

In accordance with 49 USC § 47111, the **GRANTOR** 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 **GRANTOR** 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).

Payments to the Contractor or Consulting Engineer shall be made either by the **GRANTOR** or **GRANTEE** 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 **GRANTEE**, the **GRANTEE** must pay the consultant within five (5) business days upon receipt of said payment. If the **GRANTEE** fails to pay the consultant as directed herein, such payment must be returned to the **GRANTOR**, unless an extension or other arrangement is approved, in writing, by the **GRANTOR**.

Following the Project Completion Date and the **GRANTOR's** financial closure of the project, the **GRANTOR** shall credit or reimburse to the **GRANTEE** any excess funds provided by the **GRANTEE**.

The Project Status Report is the schedule of anticipated Project costs per the Budget requirement of Art. VI.

EXHIBIT D

CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

IDOT, AERONAUTICS (GRANTOR)

Name: Rhonda Baskett

Title: Special Programs Manager

Address: #1 Langhorne Bond Dr. Spfld, IL 62707

Phone: (217) 785-8500

TTY#: _____

Fax#: (217) 785-4533

E-mail Address: Rhonda.Baskett@illinois.gov

CITY OF PEKIN (GRANTEE)

Name: Mr. Clayton Stambaugh

Title: Airport Manager

Address: 111 South Capital Street

Phone: (309) 348-3692

TTY #: _____

Fax #: (309) 349-3693

E-mail Address: clstambaugh@ci.pekin.il.us

Additional Information: _____

EXHIBIT E

PERFORMANCE MEASURES

Key Performance Measures under the AIP: AIP provides funding to airports for infrastructure improvements such as safety, security and capacity projects.

- Eliminate airport conditions that cause aircraft accidents and security breaches.
- Reduce the number of people exposed to high levels of noise.
- Maintain airfield pavement in fair or better condition.
- Updated measures as issued by the FAA.

For All Projects: To complete this phase of the project within five (5) years from the date this agreement is approved by the **GRANTOR**.

The **GRANTEE** will submit to the **GRANTOR** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

The **GRANTEE** shall provide the final report to the appropriate **GRANTOR** within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.

For Federally Funded Projects: The **GRANTOR** is to comply with FAA Order 5100.38D or most current publication of the Airport Improvement Handbook as well as all current Airport Sponsor Grant Assurances. In accordance with AIP Sponsor Guide – 1500 , drawdowns of federal funds are to be done in a reasonable timeframe; prolonged inactivity (i.e., 12 months) may establish sufficient cause for the FAA to recover the unused funds by unilaterally closing the grant. As stated in the guidelines, inactivity of open grants may also jeopardize future federal projects.

For State-Let Projects: The **GRANTEE** is to remit payments to the **GRANTOR** in a timely manner as required under Payment Methods A, B, or C in Exhibit C. Failure to remit the payment(s), shall allow the **GRANTOR** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **GRANTOR** to **GRANTEE** on this or any other contract. The **STATE**, at its sole option, upon notice to the **GRANTEE**, may place the debt into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

EXHIBIT F

PERFORMANCE STANDARDS

The current versions of the *AIP Handbook* and *AIP Sponsor Guide*, as approved by FAA at the time this Agreement is executed, are incorporated by reference.

Performance standards are contained in the resulting **GRANTOR** or **GRANTEE** Contract(s) or Engineering Agreement, whichever is applicable for the project. These performance standards include labor, materials, and other specifications and special provisions applicable to the individual Project(s) subject to the granted funds described herein.

EXHIBIT G

STATE AGENCY CONTRACTS

For each contract or other agreement to which **GRANTEE** is a party with any other State agency, state:

1. The name of the State agency; Illinois Department of Transportation
2. The number of the contract(s) or other agreement(s);
3. The estimated amount of the contract(s) or other agreement(s);
4. The term of the contract(s) or other agreement(s); and
5. The nature or purpose of the contract(s) or other agreement(s).

EXHIBIT H
SPECIFIC CONDITIONS

[Below are examples from IDOT GATA excel spreadsheet, Aug. 11, 2016. After the **GRANTEE** registers and is "prequalified" the system will generate "Specific Conditions" which will be documented here in Ex. H.

(1) Medium risk requires more detailed reporting; High risk requires more detailed reporting and Monthly reporting; (2) Medium to high risk increases the likelihood that grant revenues and expenditures will be inaccurate that could result in misreporting, and an abusive environment; (3) Implementation of new or enhanced system, mitigating controls or a combination of both; (4) One year;

(1) Medium risk requires more detailed budget to actual reporting; High risk requires more detailed budget to actual reporting and Monthly budget to actual reporting; (2) Medium to high risk increases the likelihood that grant expenditures will exceed the approved budget categories that require prior approval and could result in amounts exceeding will not be reimbursed (3) Implementation of new or enhanced system controls, mitigating controls or a combination of both; (4) One year;

PART TWO – THE GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, the **GRANTOR** has the following additional requirements for its **GRANTEE**:

[See Paragraphs 4.3, 4.6, 4.7, 5.1, 7.6, 12.4, 13.3(a), 14.1, 14.3, and 24.1 for information that may be required in this **PART TWO**.]

Rights and Obligations of the **GRANTEE**:

1. Prior to the Project Completion Date, the **GRANTEE** 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 **GRANTOR** after approval thereof shall submit this Agreement to the FAA when applicable.
 - b. Employ a Consulting Engineer who is qualified to provide:
 - Qualified resident or project engineer(s), registered in the State of Illinois and approved by the **GRANTOR**;
 - Materials testing technician(s) approved by the **GRANTOR**;
 - Any project reports required by the **GRANTOR** or the FAA; and
 - Compliance with the Disadvantaged Business Enterprise requirements for the Project.
 - c. Obtain for the benefit of the **GRANTOR** 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 **GRANTOR**, through the Project Coordinator, both a semifinal and final inspection report. The final inspection report(s) shall certify to the **GRANTOR** and to the **GRANTEE** that the work involved has been fully completed in accordance with the plans, specifications and contract(s), including modifications or supplements by the **GRANTOR** 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 **GRANTOR**.

2. The **GRANTEE** 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.

3. After the Project Completion Date, the **GRANTEE** 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, **GRANTOR**, 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 **GRANTOR** and the FAA such reports as may be requested concerning the use, maintenance, and operation of the Airport.
4. The **GRANTEE** agrees to keep complete and adequate books and records in accordance with standard accounting procedures prescribed by the **GRANTOR** or the FAA relating to the Project described in this Agreement. The **GRANTEE** 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 FAA, Auditor General or the Illinois Department of Transportation/ **GRANTOR**; and the **GRANTEE** agrees to cooperate fully with any audit conducted by the Auditor General or the Illinois Department of Transportation/ **GRANTOR** 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.
 - a. **GRANTEE** shall keep project accounts and records which fully disclose the amounts and disposition of the proceeds of the grant, received by the **GRANTEE**.
 - b. The **GRANTOR** reserves the right for its auditors to review and audit any and all records relating to projects funded by the **GRANTOR** or the FAA at the **GRANTEE'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 **GRANTOR** officials.
5. No leases will be entered into by the **GRANTEE** which grants exclusive use rights to any grantee for any facilities which are the subject of this Project.
6. The **GRANTEE** agrees not to dispose of airport land, purchased either wholly or partially by State funds, by sale or lease without the consent of the **GRANTOR**. In the event such consent is obtained, the **GRANTEE** 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 **GRANTEE** 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 **GRANTEE** 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.

7. The **GRANTEE** covenants to zone (within its powers to do so) the Airport and its environs for compatible land use. The **GRANTEE** shall adopt airport hazard zoning regulations or shall request the **GRANTOR** to adopt airport hazard zoning under Section 17 of the Airport Zoning Act, (620 ILCS 25/17).
8. Land acquired or for which reimbursement is made under this Agreement which is farmed shall conform to the **GRANTOR'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).
9. The **GRANTEE** hereby certifies to the **GRANTOR** that it has 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.
10. All commitments by the **GRANTEE** hereunder are subject to constitutional and statutory limitations and restrictions binding upon it.

The **GRANTEE** 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.

Additional requirements as permitted under PART ONE:

1. The applicable FAA cash management system is completed by drawing down federal grant funds by using the Delphi eInvoicing system. See Sec. 4.3.
2. This agreement is exempt from the Grants Funds Recovery Act, 30 ILCS 705/3. If applicable, interest on grant funds shall be handled as stated under Sec. 4.6.
3. Billing schedule is based on progress payment schedule set forth in the contract. **GRANTOR** will receive invoices as work is completed from the **GRANTEE**. See Sec. 4.7.
4. Scope of activities/Purpose of Grant is included in Exhibit A (Project Description) and Exhibit B (Deliverables) and through the **GRANTOR/GRANTEE's** Project contract. See Sec. 5.1.
5. Monitoring and Access to Information are subject to Federal requirements including, but not limited to, FAA and USDOT. See Sec. 12.4.

6. Annual Financial Reports are exempt under this agreement. See 13.3(a).
7. Required Periodic Performance Reports are listed in Exhibit E as specified. See Sec. 14.1.
8. Content of Performance Reports will be in accordance with State and Federal requirements as stated in Exhibit E and the Project contract. See Sec. 14.3.
9. **GRANTEE** may be self-insured so long as sufficient funds exist to cover replacement costs set forth in Sec. 24.1. Insurance coverage by the vendor or contractor may be required by the Project contract.
10. USDOT and/or FAA required provisions are incorporated by applicable reference in Exhibit G.
11. In addition to Article III, the following definitions are applicable:
 - "Agreement" means this Inter-Governmental Agreement.
 - "AIP" means the FAA Grants-in-Aid for Airports; Airport Improvement Program.
 - "AIP Handbook" means FAA Order 5300-38D (or most current publication of the Airport Improvement Program Handbook). The AIP Handbook provides guidance and sets forth the policies and procedures of the Airport Improvement Program (AIP).
 - "AIP Sponsor Guide" means the FAA supplemental guidance for Central Region airport owners and their consultants with obtaining and administering an AIP grant available at http://www.faa.gov/airports/central/aip/sponsor_guide/.
 - "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.
 - "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.
 - "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.
 - "FAA" means the Federal Aviation Administration.
 - "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.

- "Project" as used herein means this project which shall be identified as Illinois Project Number C15-4446, State Block Grant Number(s) 3-17-SBGP-120 & 133, and described as: Various Airport Development under the State Block Grant Program and as described in Exhibit A and PART THREE.
- "USDOT" means the United States Department of Transportation.

Disadvantaged Business Enterprise (DBE) - To the extent required by federal law, regulation, or directive, the **GRANTOR** encourages all of its grantees to make a good-faith effort to contract with DBEs. **GRANTEES** agree to facilitate participation of Disadvantaged Business Enterprises (DBE) as follows:

1. The **GRANTEE** agrees to comply with Section 1101(b) of the FAST-ACT, and USDOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR Part 26, including any amendments thereto.
2. The **GRANTEE** shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements 49 CFR Part 26. The **GRANTEE** shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the **GRANTEE** of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
3. Each contract signed with a contractor (and each subcontract the prime contractor subcontractor) must include the following assurance:
 - a. The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient, deems appropriate, which may include, but is not limited to:
 - (1) Withholding monthly progress payments;
 - (2) Assessing sanctions;
 - (3) Liquidated damages; and/or
 - (4) Disqualifying the contractor from future bidding as non-responsible.
 - b. For contracts let by the **GRANTEE**: The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for

good cause following written approval of the awarding agency. (Note: If the project is let by IDOT, this section does not apply.)

PART THREE – THE PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and the Grantor-Specific Terms in **PART TWO**, the Grantor has the following additional requirements for this Project:

[Here is where the Grantor lists the specific requirements for this Project, including identification of all applicable state and federal rules.]

[See Paragraphs 4.3, 4.6, 4.7, 5.1, 7.6, 12.4, 14.1, 14.3, and 24.1 for information that may be required in this **PART THREE**.]

Project Specific terms and the scope are contained in the resulting GRANTOR or GRANTEE contract for the Project including applicable state and federal rules. The Project Description is included in Exhibit A.

REQUIRED FOR ALL PROJECTS

**Notification of Required Federal Program Information to
Subrecipients/Grantees for Federal Funding**

Pekin Municipal Airport

Does this project receive Federal funds? ☒ Yes ☐ No

Amount of Federal funds: \$222,390.00

Federal Grant Number(s): 3-17-SBGP-120 & 133

Grant(s) Award Date: 6/19/15 & 8/30/16

Illinois Project Number: C15-4446

Project Description: Taxiway - Replace Taxiway Lighting and Associated Electrical Regulator

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. Requirements are also under Art. XV.

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 217/782-6041.

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/Grantee Contact Information

Subrecipient/Grantee: _____

Contact Person: _____ Title: _____

Address: _____ Phone No. _____

_____ Fax No. _____

Email address: _____

Fiscal Year End: _____

State Num: C15-4446-0000 Program Year: 2016

Project Status Report

Exhibit 1

As of 9 Sep 2016 09:53

Page 1

Federal Num: 3-17-SBGP-120 N, 3-17-SBGP-133 N

Airport: PEKIN MUNICIPAL AIRPORT

Fed Status: Pending

State Status: Pending

Description: Taxiway - Replace Taxiway Lighting and Associated Electrical Regulator

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 - J H Moore Inc As Bid (7-29-2016)	165,997.17	149,397.45	8,299.86	8,299.86	0.00	165,997.17
2	Eng. Preliminary - Costs Incurred - Pekin City of* Hanson L.S. PASD	10,736.00	9,662.40	536.80	536.80	0.00	10,736.00
3	Eng. Design - Costs Incurred - Pekin City of* Hanson CPFF Design	20,012.00	18,010.80	1,000.60	1,000.60	0.00	20,012.00
4	Eng. Construction - Costs Incurred - Pekin City of* Hanson Inspection	41,595.00	37,435.50	2,079.75	2,079.75	0.00	41,595.00
5	Special Services-Costs Incurred - Pekin City of* Hanson CatEx	2,500.00	2,250.00	125.00	125.00	0.00	2,500.00
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		240,840.17	216,756.15	12,042.01	12,042.01	0.00	240,840.17
Reserves (+) / shortfalls (-)		6,259.83	5,633.85	312.99	312.99	0.00	6,259.83
TOTAL APPROVED FUNDING		247,100.00	222,390.00	12,355.00	12,355.00	0.00	247,100.00

Funding Summary

<u>Amend Num</u>	<u>Description</u>	<u>Total</u>	<u>Federal</u>	<u>State</u>	<u>Local</u>
	Agency Agreement	247,100.00	222,390.00	12,355.00	12,355.00

State Num: C15-4446-0000 Program Year: 2016

Project Status Report

Exhibit 1

As of 9 Sep 2016 09:53

Page 2

Federal Num: 3-17-SBGP-120 N, 3-17-SBGP-133 N

Airport: PEKIN MUNICIPAL AIRPORT

Fed Status: Pending

State Status: Pending

Description: Taxiway - Replace Taxiway Lighting and Associated Electrical Regulator

TOTAL APPROVED FUNDING	247,100.00	222,390.00	12,355.00	12,355.00
Program budget (for information only)	330,000.00	297,000.00	16,500.00	16,500.00



Illinois Department of Transportation

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

March 10, 2016

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

Mr. Stambaugh,

As requested by the Pekin Municipal Airport, the Illinois Department of Transportation's Office of Planning and Programming is making the following change to the FFY-2016 Proposed Airport Improvement Program for the Pekin Municipal Airport. A project titled "Replace Taxiway Lighting and associated Electrical Regulator" is being added. See the table below for the anticipated project funding levels.

For Fiscal Year 2016, 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.

The following federally funded project(s) for your airport have been selected based on requests made to this office and are included in the Federal Fiscal Year (FFY) 2016 Proposed Airport Improvement Program. This program is based on federal funding levels established in federal legislation which provide for a minimum of \$1 million in entitlement funds for primary airports as well as maximum of \$150,000 entitlement funds for non-primary airports. The 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.

This program is dependent on receipt of FFY 2016 federal grant funds and legislative authorization of state funding appropriations and release of funds by the Governor's office.

The Illinois Department of Transportation and the Airport Sponsor agree to participate in the below defined amounts in accordance with the percentages shown. In addition, the Airport Sponsor shall pay such additional project costs, which exceed the sum of the Department's funds and the Federal funds.

Mr. Clayton Stambaugh
March 10, 2016
Page Two

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, including any amounts which exceed the totals listed.

The FFY 2016 Proposed Airport Improvement Program contains the additional following federal project for your airport:

The project **"Replace taxiway lighting and associated electrical regulator"** will be funded as follows:

FFY-2015 Non-Primary Entitlement Funds	\$148,500
FFY-2016 Non-Primary Entitlement Funds	\$148,500
State Match	\$16,500
<u>Local Match</u>	<u>\$16,500</u>
Total Cost	\$330,000

The Illinois Department of Transportation 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.

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. The reimbursement programmed will be paid once all billings have been received and full control or complete easement rights of the property in question is held by the airport sponsor.

Your Aeronautics Design Engineer is Hank Priester, P.E. and he may be reached at 217-557-9113 to initiate this project. Please initiate your project within one year of the date on this letter.

Mr. Clayton Stambaugh
March 10, 2016
Page Three

If you have any questions concerning this letter, please contact BJ Murray at 217-782-4118.

Sincerely,

A handwritten signature in black ink, appearing to read "Roger Driskell", with a stylized flourish at the end.

Roger L. Driskell, P. E.
Director,
Office of Planning and Programming

State Num: C15-4446-0000 Program Year: 2016

Project Status Report**Exhibit 1**

As of 7 Sep 2016 14:01

Page 1

Federal Num: 3-17-SBGP-120 N

Airport: PEKIN MUNICIPAL AIRPORT

Fed Status: Pending

State Status: Pending

Description: Taxiway - Replace Taxiway Lighting and Associated Electrical Regulator

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 - J H Moore Inc As Bid (7-29-2016)	165,997.17	149,397.45	8,299.86	8,299.86	0.00	165,997.17
2	Eng. Preliminary - Costs Incurred - Pekin City of* Hanson L.S. PASD	10,736.00	9,662.40	536.80	536.80	0.00	10,736.00
3	Eng. Design - Costs Incurred - Pekin City of* Hanson CPFF Design	20,012.00	18,010.80	1,000.60	1,000.60	0.00	20,012.00
4	Eng. Construction - Costs Incurred - Pekin City of* Hanson Inspection	41,595.00	37,435.50	2,079.75	2,079.75	0.00	41,595.00
5	Special Services-Costs Incurred - Pekin City of* Hanson CatEx	2,500.00	2,250.00	125.00	125.00	0.00	2,500.00
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		240,840.17	216,756.15	12,042.01	12,042.01	0.00	240,840.17
Reserves (+) / shortfalls (-)		6,259.83	5,633.85	312.99	312.99	0.00	6,259.83
TOTAL APPROVED FUNDING		247,100.00	222,390.00	12,355.00	12,355.00	0.00	247,100.00

Funding Summary

<u>Amend Num</u>	<u>Description</u>	<u>Total</u>	<u>Federal</u>	<u>State</u>	<u>Local</u>
	Agency Agreement	247,100.00	222,390.00	12,355.00	12,355.00

State Num: C15-4446-0000 Program Year: 2016

Project Status Report**Exhibit 1**

As of 7 Sep 2016 14:01

Page 2

Federal Num: 3-17-SBGP-120 N

Airport: PEKIN MUNICIPAL AIRPORT

Fed Status: Pending

State Status: Pending

Description: Taxiway - Replace Taxiway Lighting and Associated Electrical Regulator

TOTAL APPROVED FUNDING	247,100.00	222,390.00	12,355.00	12,355.00
Program budget (for information only)	330,000.00	297,000.00	16,500.00	16,500.00

002A CONTRACT: PN009 AIRPORT NAME: PEKIN MUNICIPAL ESTIMATE: \$246,144.¹⁰
 CITY: PEKIN COUNTY: TAZEVELL
 AIP NO.: 3-17-SBGP-120 ILL. PROJ.: C1-5 -4446
 NBR FOR BID PROPOSALS ISSUED: 5 NBR FOR BID PROPOSALS RECEIVED: 5

TAXIWAY LIGHTING AND ASSOC. ELECTRICAL REGULATOR

0972 William Charles Construction Co, LLC
 (d/b/a) William Charles Electric

5290 Nimtz Rd.
 Loves Park, IL 61111
 P.O. Box 2071
 Loves Park, IL 61130

322,491.44

1630 J. F. Edwards Construction Company
 220 South Chicago Street
 Geneseo, IL 61254

250,880.33

1654 Egizij Electric, Inc., A Division of
 EEI Holding Corporation
 3009 Singer Avenue
 Springfield, IL 62703

310,672.55

3382 Laser Electric, Inc.
 3611 S.W. Adams St.
 Peoria, IL 61605
 P.O. Box 5008
 Peoria, IL 61601-5008

243,093.03

4229 J.H. Moore, Inc.
 15515 E 875th RD.
 Effingham, IL 62401

165,997.17 ①

(\$80,146.⁹³ or 32.56% UNDER)



City of Pekin

REGULAR COUNCIL MEETING MONDAY, MAY 9, 2016
5:30 P.M.

	1	2
1.0 CALL TO ORDER		
2.0 PLEDGE OF ALLEGIANCE <i>Mayor John McCabe</i>		
3.0 ROLL CALL <i>Clerk to Call the Roll</i>		
4.0 APPROVAL OF AGENDA ACTION: Motion to approve the meeting agenda. VOTE REQUIRED		
5.0 APPROVAL OF MINUTES ACTION: Motion to approve minutes of the Regular Council Meeting of April 25, 2016. VOTE REQUIRED		
6.0 PUBLIC INPUT		
7.0 CONSENT AGENDA		
7.1 Receive and File Monthly Reports and Minutes: Police Department February and March Reports; Electrical April Report; Tazewell County Animal Control April Report; and Liquor Commission Minutes dated April 28, 2016.		5
7.2 Resolution No. 24-16/17 - Annual Appointments 2016-2017.		5
7.3 Proclamations: "Municipal Clerks Week" May 1-7, 2016 "National Public Works Week" May 15-21, 2016		5
7.4 Receive and File mcp Midwest Computer Products, Inc. Proposal in response to RFP for City Council Chambers Video Projection, Presentation, and Broadcast Equipment Upgrade.		5
ACTION: Motion to approve all items listed on the Consent Agenda by Omnibus Vote. VOTE REQUIRED TO APPROVE CONSENT AGENDA		
8.0 COMMUNICATIONS, PETITIONS, REPORTS		
9.0 NEW BUSINESS		

9.1 Agreement with Hanson Engineering/IDOT C15-4446 DESCRIPTION: Approve design services agreement for the project to replace taxiway lighting and associated electrical regulator in the amount not to exceed \$76,348.00. VOTE REQUIRED	MG	3
9.2 ReviZe• Software Systems DESCRIPTION: Council approval of the request for proposal and quote for Website Re-design in the amount of \$28,700.00 1 st year with annual maintenance of \$5,900.00 thereafter. VOTE REQUIRED	SN	5
9.3 Renewal of Contract with the Pekin Housing Authority for the Rehab Coordinator Position DESCRIPTION: Council approval of the Housing Rehabilitation consulting contract with the Pekin Housing Authority from Community Development Block Grant allocation (CDBG). VOTE REQUIRED	PA	4
10.0 ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL		
11.0 EXECUTIVE SESSION 5 ILCS 120/2 (c)		
12.0 ADJOURN NO VOTE REQUIRED		

Column 1 Key:

SN Sarah Newcomb Interim City Manager MG Michael Guerra City Engineer
PA Pamela Anderson Community Development Director

Column 2 Key:

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

**PROCEEDINGS OF THE REGULAR MEETING
 OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
 CITY HALL COUNCIL CHAMBERS
 111 SOUTH CAPITOL STREET
 PEKIN, ILLINOIS 61554
 ON MONDAY, MAY 9, 2016 AT 5:30 O'CLOCK P.M.
 JOHN MCCABE, MAYOR PRESIDING**

PRESENT: COUNCIL MEMBERS, DUNN, GOLDEN, ORRICK, RITCHASON, ABEL, LUFT AND MCCABE

ABSENT: NONE

The **Pledge of Allegiance** was led by Mayor McCabe.

Roll was called and all Council Members were present. A quorum was declared.

AGENDA

Motion by Council Member Golden, seconded by Council Member Ritchason that the agenda be amended and then approved by removing under New Business 9.3 Renewal of Contract with the Pekin Housing Authority for the Rehab Coordinator Position; from Consent Agenda remove 7.2 Resolution No. 24-16/17 Annual Appointments 2016-2017 and 7.4 Midwest Computer Products, Inc. Proposal and place under New Business as new 9.3 and 9.4. On roll call vote, Ayes, Orrick, Luft, Dunn, Abel, Ritchason and McCabe; Nay Golden. Motion Carried.

MINUTES

Motion by Council Member Luft, seconded by Council Member Orrick that the **minutes of the Regular City Council Meeting of April 25, 2016 be approved as written**. On roll call vote all present voted Aye.

PUBLIC INPUT

Bob Bramham spoke in opposition of approving additional expenses in the airport budget for the agreement before them. He felt the airport should be shut down if not in the black.

Ann Witzig questioned the expenses at the airport and voiced concern regarding some of the items found in the expenditure reports on line.

CONSENT AGENDA

Motion by Council Member Ritchason, seconded by Council Member Orrick that the **CONSENT AGENDA be approved as now presented**. The following was read and presented by Mayor McCabe for consideration of the Consent Agenda items by Omnibus Vote.

7.1 Receive and File Monthly Reports and Minutes: Police Department February and March Reports; Electrical April Report; Tazewell County Animal Control April Report; and Liquor Commission Minutes dated April 28, 2016.		5
7.3 Proclamations: "Municipal Clerks Week" May 1-7, 2016 "National Public Works Week" May 15-21, 2016		5

On roll call vote all present voted Aye.

NEW BUSINESS

Motion by Council Member Dunn, seconded by Council Member Orrick that the **DESIGN SERVICE AGREEMENT WITH HANSON ENGINEERING /IDOT C15-4446** for the project to replace taxiway lighting and associated electrical regulator in an amount not to exceed \$76,348.00, be approved. City Engineer Michael Guerra advised the Council that the useful life of the lighting per federal standards was 20 years and had far ben exceeded with some components dating to approximately 40 years. Emergency repair costs were between \$5,000 and \$10,000 in FY 15 when the airport decided to abandon further maintenance and instead plan and program this project with the FAA and the DOA. LED technologies would be utilized in the proposed replacement and would reduce electrical and maintenance costs. The agreement included

preliminary, design, and construction engineering and planning/special services engineering. The money would be programmed through IDOT's Division of Aeronautics Airport Improvement Program in which the City would be reimbursed 95% of the cost. Therefore the City's total cost was \$3,817.40. Airport Manager Clayton Stambaugh spoke to the Council Members in regards to the issues and concerns that were voiced in Public Input time when Ann Witzig addressed the Council with expenditures at the facility. Council Member Golden spoke in nonsupport of continued non-profitable expenses at a "honeycomb hideout" for a select few at the taxpayers' expense. He reminded the Council that accepting the funding extends the operation of the airport. Council Member Dunn applauded the proactive, long-term planning of staff and the City for a piece of infrastructure beneficial for our area and region. Council Member Luft spoke of his support to keep up the maintenance and that the 95% share made financial sense. Council Member Orrick requested that a comparison of Galesburg airport leases, rates, fees, and charges be prepared. On roll call vote, Ayes, Orrick, Luft, Dunn, Abel, Ritchason and McCabe; Nay Golden. Motion Carried.

Motion by Council Member Orrick, seconded by Council Member Abel that the **REQUEST FOR PROPOSAL AND QUOTE FOR WEBSITE RE-DESIGN** in the amount of \$28,700.00 1st year with annual maintenance of \$5,900.00 thereafter from **REVIZE SOFTWARE SYSTEMS** be approved. Interim City Manager Sarah Newcomb presented the recommendation of the Technology Committee to accept the quote of Revize after discussing 6 proposals received. She advise the Council that the present website's aging design with content largely outdated was at issue. The current site map did not adequately serve the City's current services, makeshift locations had been added to offer Financial Transparency, E-pay and Springbrook, the GIS department mapping and Tourism were completely removed due to functionality issues, key features like "contact us" and search do not work consistently. The solution was a website development firm specializing in Government and Municipal websites. Additional advantages was their website design could integrate with social media, Accella, U-Stream and could build forms, notifications system and email blasts. Council Members generally discussed comparison of other municipalities, user friendliness, software updates, streaming and spoke in support of a better website. On roll call vote, all present voted Aye.

Motion by Council Member Golden seconded by Council Member Ritchason that **MIDWEST COMPUTER PRODUCTS, INC. PROPOSAL IN RESPONSE TO RFP FOR CITY COUNCIL CHAMBERS VIDEO PROJECTION, PRESENTATION AND BROADCAST EQUIPMENT UPGRADE** be received and filed for discussion. Council was advised the City received 1 response for the Chamber A/V upgrades. The mcp proposal was for \$90,758.22 to upgrade video recording, playback, projection of presentations and audio upgrades. Options offered to increase view ability in the chamber for both Council and attendees, control system that would allow initiation of presentations from designated positions such as the Mayor or Manager brought the total to \$122,825.11. Based on the limited budget availability and cost to viewer ratio the Technology Committee did not recommend moving forward at this time. Interim City Manager Sarah Newcomb questioned how important viewing Council meetings live was to them. She asked their opinion of options that may be cheaper such as streaming meetings to a web service like U-Stream. Council. Discussion followed with Council Members regarding the Capital Fund money and what funds would be available after the payments for Hecker Court, Parkway Drive, and 4th Street. Dave Hess of the Technology Committee addressed the questions of Council regarding the present camera issues and audio replay. He explained the quality lost in compressing 3-4 hour meetings, streaming verses live, and matters of good sound and good video. It was suggested by Council to involve the high school. Council Member Abel proposed that the video gaming revenue be earmarked to pay for upgrades.

RESOLUTION NO. 24-16/17 **ANNUAL APPOINTMENTS**

Motion by Council Member Golden, seconded by Council Member Ritchason that Resolution No. 24-16/17 be adopted. The resolution named persons appointed by the Mayor with consent of the Council to Committees, Boards, and Commissions for terms beginning with the new fiscal year. Council Member Golden noted an appointee and expressed his concern that it was an embarrassment to appoint an obvious Code violator. On roll call vote, Ayes, Orrick, Dunn, Abel, Ritchason and McCabe; Nays Golden and Luft. Motion Carried.

OTHER BUSINESS TO COME BEFORE THE COUNCIL

The public was given the opportunity to bring forward and issues, matters of concern, comments and questions. The following people addressed the Council:

Bob Bramham requested copy of final Budget not on the City website.

Jim Mangan suggested community survey be mailed.

Larry Wolfer concern with Wastewater Treatment Plant expenses and displeasure with increased wastewater fees.

Ann Witzig encouraged Council to consider removal of Corporation Counsel.

Council Members were given the opportunity to bring forward comments.

Council Member Orrick requested at June meeting to set a budget policy and to begin the next fiscal year budget in October. Status of RFP's for Recruitment Services - City Manager to be returned May 20, 2016.

Council Member Golden presented his correction to the City Code Title 1, Chapter 8H Corporation Counsel and requested it be discussed at the next meeting and redefined in ordinance form for Business item the following meeting. Voiced his displeasure that the issue of the dumpster at 14th and Willow Street was not being enforced as a code violation. The property was zoned business and it is not a construction site.

Council Member Dunn was advised when questioning the status of the efficiency study that the Council Members had conducted their interviews, some employees were interviewed, and questionnaires had been sent to all employees for their responses.

Council Member expressed that it was disturbing to receive a FOIA request for all of his emails.

Council Member Abel asked the staff to correct the public's statements that the City owned large amounts of property in the City of Pekin.

Mayor McCabe noted several special recognitions for National Honor Society students, winner in the Congressional Art Contest, activities at the Performing Arts Studio, Comcast interaction with Boys and Girls Club, TAPS Wine and Dine fundraiser.

He distributed options that had been presented to the Liquor Commission in regards to controlling the number of gaming establishments. He asked for council Members to respond to him with their input.

No further business to come before the Council, motion by Council Member Ritchason, seconded by Council Member Orrick, that Council adjourn. Motion carried viva voce. Mayor McCabe adjourned the meeting.

COUNCIL ADJOURNED AT 8:20 P.M.

Sue E. McMillan
City Clerk



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk

From: Clayton Stambaugh, Airport Manager

AGENDA ITEM:

Agreement with Hanson Engineering/IDOT for Engineering services to replace taxiway lighting and associated electrical regulator.

AGENDA DATE REQUESTED:

05-09-2016

ACTION REQUESTED:

Approve design services agreement with Hanson Professional Services for the project to Replace Taxiway Lighting and Associated Electrical Regulator - C15-4446 in the amount not to exceed \$76,348

DESCRIPTION:

The useful life of the taxiway lighting and associated electrical regulator, per federal standards, is 20 years and has far been exceeded with some components dating to approximately 40 years old. Maintenance and emergency repair costs on all airfield electrical equipment were between \$5,000 and \$10,000 in FY15. These costs were reduced below \$2,000 in FY16 when the airport decided to abandon further maintenance and repair to the taxiway lighting system and instead plan and program this specific project with the Federal Aviation Administration (FAA) and the DOA. This decision was made when estimation of appropriate repair to existing aged/inefficient taxiway system exceeded \$10,000.00.

Light Emitting Diode (LED) technologies will be utilized in the proposed replacement and will reduce operational (electrical) and maintenance costs. Cost savings for electricity and maintenance over a 20-year period (which is the life expectancy for the proposed system) will be approximately one hundred thousand dollars (\$100,000), based on previous calculations for similar projects. This calculates to just over a 3 year payback for the local City of Pekin share of \$16,500.00. This project increases operational efficiencies, increases safety, maintains compliance, decreases liability/risk, and continues participation in the Airport Improvement Program with the Federal Aviation Administration and State of Illinois Division of Aeronautics.

This project is phase 1 of 2. Phase 2 (FY18) will replace all other airfield electrical components (runway lights, navigational aids, wind indicator, beacon, vault enclosure, associated cabling), which have also exceeded their useful life and are inefficient to operate and maintain, at a local cost at a minimum of 5% and no more than 10%.

This agreement is for all the engineering phases associated with the first phase of this project. These phases include preliminary engineering, design engineering, construction engineering and planning/special services engineering. This money is programed through IDOT's Division of Aeronautics' Airport Improvement Program in which the City is reimbursed 95% of the cost of engineering. Therefore the total cost to the City of the engineering is \$3,817.40.

I recommend this item be approved.

FINANCIAL IMPACTS:

1. \$3,817.40 which is already approved in FY2017 budget
2. Project will lead to a reduction in day-to-day operational and maintenance cost

NEIGHBORHOOD CONCERNS:

None

IMPACT IF APPROVED:

Design for the project will advance to bidding which will help

1. Increased safety, compliance, and decreased liability/risk
2. Increased efficiency of airfield electrical system
3. Increased value of the airport as a transportation infrastructure asset
4. Financially effective and efficient – local cost only 5%
5. Continued participation with State/Federal airport improvement planning/programing

IMPACT IF DENIED:

Design for the project will not advance to bidding causing

1. Continued risk/liability related to safety and non-compliance
2. Continued inefficiency of aged, out of date, lighting system
3. Exposure to costly repairs, maintenance, and energy consumption relating to all airfield electrical
4. Lack of participation in State/Federal airport improvement planning/programing which could result in reduction of funding or possible penalties

ALTERNATIVES:

Continued maintenance cost of just repairing aged, out of date, lighting system at an estimated cost of over \$10,000 utilizing local monies with zero increase in operational efficiencies.

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS:

✓	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: 5/13/16 Clayton Stambaugh, Airport Manager

City Engineer

Finance Department (Certification of Availability of Funds):

Date:

Corporation Counsel:

Date:

City Manager:

Date: 5/3/16

Sarah M. Muehl

**STANDARD AGREEMENT FOR CONSULTANT SERVICES AT ILLINOIS AIRPORTS
FOR ARCHITECTURAL/ENGINEERING (A/E), PLANNING AND SPECIAL SERVICES**

Authorized for use by
The Illinois Department of Transportation
Division of Aeronautics
Effective: June 2012

☒ Preliminary Assessment and Schematic Design ☒ Construction Phase Services
☒ Design Phase Services ☒ Planning and Special Services

THIS AGREEMENT, made at Pekin Illinois,
this _____ day of _____ in the year **2016**
by and between the City of Pekin, Illinois (hereinafter referred
to as the "Sponsor"), and Hanson Professional Services Inc. (hereinafter referred to as the
"Consultant"). This Agreement expires 5 years from the date of execution.

WITNESSETH

The Sponsor intends to undertake the accomplishment of a project pursuant to the development of a
public air navigation facility known as the Pekin Municipal Airport
in Tazewell County, state of Illinois; and the project shall be identified as the
Illinois Project No. C15-4446 and SBG Project No. TBD ;
The following is the detailed project title and description from the Illinois Department of Transportation's
Office of Planning and Programming (OP&P) program letter which shall be carried through the
development of the project (attach supplemental information as necessary in Section I.H., Detailed Scope
of Services):

Replace Taxiway Lighting and Associated Electrical Regulator

A detailed sketch of the proposed work, labeled ATTACHMENT P, shall be attached.

In consideration of the benefits which will accrue to the parties hereto by virtue of the Agreement and the
respective covenants herein contained, IT IS MUTUALLY COVENANTED AND AGREED as follows:

The Consultant agrees to furnish executed "Certification of Engineer" and certain professional
engineering services enumerated herein-after, in connection with the implementation and development of
the aforesaid project.

The Department of Transportation, Division of Aeronautics within the state of Illinois shall act as Agent of
the Owner/Sponsor for all matters involving the development of any public air navigation facility by virtue

of the Illinois Aeronautics Act. The Illinois Aeronautics Act requires and directs the Illinois Department of Transportation, Division of Aeronautics (hereinafter referred to as the "Department") to *"regulate and supervise aeronautics within this state"*, with *"aeronautics"* defined as *"...the design, establishment, construction, extension, operation, improvement, repair or maintenance of airports..."*. The Department shall not expend any funds appropriated, or made available...for any work upon any such project that is not contracted for and constructed or developed under the supervision or direction of the Department. Financial assistance may include reimbursement to eligible airport Sponsors for...engineering costs directly related to projects financed in whole or in part by federal/state monies provided such engineering costs were approved by the Department prior to the payment of these costs by the airport Sponsor. The approval of engineering costs prior to payment shall qualify those costs for federal/state reimbursement but shall not constitute an obligation of federal/state funds.

Since the services contemplated under this Agreement are professional in nature, it is understood that the Consultant, acting as an individual, partnership, firm or other legal entity, is of professional status and will be governed by professional ethics in their relationship to the Department and the Sponsor. The Department acknowledges the professional and ethical status of the Consultant by approving this Agreement and the associated fees for federal/state eligibility (either in whole or part) on the basis of their qualifications and experience and determining their compensation by mutually satisfactory negotiations.

Any additions/deletions, revisions/modifications to this Agreement without the expressed written consent of the Department shall void this Agreement as it relates to state and federal funding participation eligibility.

I. ARCHITECTURAL/ENGINEERING (A/E), PLANNING AND SPECIAL SERVICES

The Consultant agrees to perform various professional engineering and planning services and provide necessary and required information pursuant to the accomplishment of the above referenced project.

It is understood that meetings will be common to all phases. The Consultant will coordinate project kick-off, pre-design and pre-construction meetings and project status update meetings, as required, in order to resolve project issues with the Department, Sponsor and/or other regulatory and review agencies. The Department shall be notified of scheduled agency meetings and given the opportunity to participate. Meetings for which effort will be billed shall be thoroughly documented by minutes with copies distributed to the Sponsor and the Department within 10 days of the meeting. Failure to properly document meeting discussions could result in the loss of part or all of the professional services compensation eligibility associated with this activity.

A. PRELIMINARY ASSESSMENT AND SCHEMATIC DESIGN

This phase includes activities required for agency coordination and permit development, non-routine surveys, testing and architectural/engineering preliminary design considerations of a project. Elements of this phase may include development of architectural schematic building designs and reports, non-routine geological and field investigations (soil borings and pavement cores), DCP testing, FWD testing (when used to evaluate pavement as part of a strengthening project), coordination of FAA reimbursable agreements, coordination of utility relocation agreements, coordination of force account activity (must be pre-approved by the Department in writing).

The Consultant shall furnish and/or perform engineering reconnaissance necessary for the preparation and development of an engineering report, bidding documents (design plans and specifications) including topographic field surveys, crack surveys, and sampling and testing for routine soils investigations (in accordance with ATTACHMENT J – Testing Schedule & ATTACHMENT K – Testing Rates & Cost Summary).

This phase will culminate in the submittal of a detailed engineering report with project alternatives and design recommendations and project completion timeline assessment.

The Consultant shall furnish an engineering report in accordance with standard practices and the provisions of ATTACHMENT E – Engineering Report. The report will include an analysis of preliminary surveys, geotechnical testing and alternative designs and include final project design recommendations.

The project completion timeline assessment will identify necessary effort required to complete the final project design (complete construction plans and specifications). This phase of project development will represent approximately 35% of the project design timeline. Project formulation should be consistent with the TIP submittal and the program letter project description (ATTACHMENT R). If not, identify components that have changed as a result of the preliminary assessment and schematic design analysis.

A detailed scope of services shall be attached with anticipated labor effort and costs delineated in ATTACHMENTS A / A1.

B. DESIGN PHASE SERVICES

This phase shall include activities required to accomplish a project design in accordance with the established Aeronautics letting schedule project design timeline and approved letting date determined at the pre-design meeting. Requests for time extensions beyond the previously agreed-to submittal deadline dates (as established in the Department's Letting Schedule, ATTACHMENT Q, and this Agreement) must be made to the Department in writing not less than 5 days prior to the due date of the submittal. The request for extension must be signed

by a principal/officer of the Consultant's firm. Incomplete submittals will not be accepted. Milestone submittals include the engineering report (at 35% design timeline), plan / spec review (at 80% design timeline) and final submittal of all deliverables (at 100% design timeline). A detailed scope of services shall be attached with anticipated labor effort and costs delineated in ATTACHMENTS B / B1. Elements of this phase may include:

1. CONSTRUCTION PLANS, SPECIAL PROVISIONS AND ESTIMATES

The Consultant shall prepare and furnish for Department review and comment construction plans, special provisions and construction Safety Plan (per guidance explained in FAA AC 150/5370-2F (or current) Operational Safety on Airports during Construction) at the 80% project design timeline with detailed estimate of costs, estimated DBE participation goal and working/calendar day flow chart, for the particular design authorized in this Agreement.

2. CLARIFICATION OF PLANS

The Consultant shall render clarification of the construction plans and specifications, when and if such clarification is deemed necessary.

3. BIDDING ASSISTANCE

The Consultant shall assist the Sponsor and/or Department in the bidding process, analyze and summarize bid results.

C. CONSTRUCTION PHASE SERVICES

This phase shall include all basic services after the award. A detailed scope of services shall be attached with anticipated labor effort and costs delineated in ATTACHMENTS C / C1.

1. OFFICE ENGINEERING

a. SHOP DRAWINGS

Review the detailed construction, shop and erection drawings submitted by the contractor(s) for compliance with design concepts.

b. SUPPLEMENTARY SKETCHES

Preparation of elementary and supplementary sketches plus estimates required to resolve actual field conditions.

c. RECORD DRAWINGS

The Consultant shall prepare Record Drawings within thirty (30) days after the official Notification from the Department of the Official Acceptance of the Construction Work; and after approval by the Department, furnish said Department with one (1) set of such record drawings. The submittal format shall be in accordance with the current policies of the Department.

d. MATERIALS CERTIFICATION

Prior to reporting a pay item quantity for payment, the materials used and incorporated in, or associated with the pay item, shall be verified for specification compliance by the Consultant. The Consultant shall obtain and review all certifications and/or test results required by the policies of the Department and the Department's *Manual for Documentation of Airport Materials*. At the completion of, or any time prior to the completion of the final quantity of a pay item, the Consultant shall submit the aforementioned material certifications and/or test results, that were utilized for acceptance of material, to the Department for review and final approval. Prior to final payment of engineering services under this agreement, the Consultant

shall have submitted required certifications and test results to the Department, and the Consultant shall have signed the Department's MATERIALS CERTIFICATION FORM.

2. FIELD ENGINEERING

a. RESIDENT ENGINEER APPROVAL

The Consultant agrees to furnish the name and qualifications of the Resident Engineer in writing for approval of the participating agencies prior to the preconstruction conference that shall attend said preconstruction conference and shall perform the various professional engineering services required of the Resident Engineer in 2.b. thru 2.f. below and inspection of construction.

b. DAILY DIARY

The Resident Engineer shall maintain a daily diary. Copies shall be forwarded to the Department (ATTACHMENT F).

c. DUTIES OF RESIDENT ENGINEER

Furnish full time (unless part time is approved by the Sponsor and/or Department) Resident Engineering of construction including project inspection, field testing, and furnish surveying at the site of the work, whose duties shall include all reasonable, proper and customary duties as are usually and customarily furnished in connection with the general engineering of construction of such improvements, including but not limited to the following:

- i. Performance of acceptance and quality assurance tests when required by Department policy and/or contract specification. Examples of these tests include but are not limited to: Testing concrete for slump and air content; testing concrete for strength; testing bituminous concrete pavement for density using the nuclear method and using the Bulk Specific Gravity Method. Obtaining representative samples of miscellaneous materials such as paint, geotextile fabric, joint sealer, epoxy, polyester resin, etc. for testing as necessary, and/or as directed by the Department; performance of field density tests of earthwork embankments, backfills and subgrade; field density tests of subbase and base courses, and moisture content tests on materials where applicable; and, laboratory proctor tests where applicable. Test Reports shall be submitted to the Department within three (3) working days of the date the test was conducted.
- ii. Inspection/Measurement/Oversight of construction to determine that the work was completed in substantial conformance with the approved plans and specifications, and in compliance with the requirements set forth in the contract documents. All stop or start work orders shall be issued by the Department; the Resident Engineer shall recommend the orders. Document pay item quantities reported for pay in accordance with the latest revision of the Department's *Airport Construction Documentation Manual*.
- iii. Preparation and forwarding to the Department of periodic project reports required by the Department. Bi-weekly construction reports will be submitted to the Department, within three (3) calendar days of the end of the contractor's work week.
- iv. To obtain and review for specification compliance, material certifications and/or test results for all materials prior to their use in the construction.

- v. To reject for inclusion in the project, any materials that are delivered without certification and/or test results, or materials delivered with certification that has been found to be in noncompliance, or any defect found through visual inspection which renders the material unsuitable for inclusion in the project. The Department shall be notified when any rejections are made. Materials that are delivered without certification and/or test results may be stockpiled or stored in a manner acceptable to the Resident Engineer until such time as the certification and/or test result arrive and are reviewed and accepted by the Resident Engineer.
 - vi. Preparation of Reports required per the Sponsor's NPDES permit while providing on-site services, retaining all support documentation.
 - vii. Participate in audits performed to determine that the project is proceeding accordingly per the plans and specifications and adhering to AIP grant requirements.
- d. **FINAL INSPECTION**
Initiate a request, upon substantial completion of all construction work, for a final inspection by the Department. When necessary, a punch list of uncompleted items and electrical checklist (if applicable) on the project shall be established at the final inspection. Submit a final acceptance letter (punch list complete) which shall certify to the Department and the Sponsor that, to the best of the Consultant's knowledge, information and belief, the work involved has been done in substantial conformance with the plans, specifications, and Contract Document, as the same shall have been modified, or supplemented by change order, supplementary contract or otherwise, and that such work is acceptable.
- e. **SAFEGUARD THE SPONSOR**
Endeavor to safeguard the Sponsor against any defects and deficiencies on the part of the Contractor. The Resident Engineer does not guarantee the performance of the contract by the Contractor, except that the Resident Engineer shall ensure that, to the best of the Resident Engineer's knowledge, information and belief, the work has been done in substantial conformance with the approved plans and specifications and advise the Sponsor and/or the Department in writing of any known noncompliance set forth in the contract. This does not in any way mean that the Resident Engineer is a guarantor of the Contractor's work. The Resident Engineer assumes no responsibility for safety in, on or about the job site, nor shall the Resident Engineer have any responsibility for the safety or adequacy of any equipment, building component, scaffolding, forms or other work aids provided by the contractor; nor is the Resident Engineer responsible for the superintendence of the contractor's work or any acts of the contractor.
- f. **OTHER ENGINEERING SERVICES**
Furnish other Engineering Services which may be required by the Sponsor, including surveys. Sub-surface investigations, sampling, testing, and analysis of soils, offsite inspection of materials, laboratory testing, and inspection and control at central mixing plants. Where tests must be conducted by commercial laboratories, only those laboratories approved by the Department will be utilized. If any of these services are conducted by outside firms, the Resident Engineer shall submit copies of the executed contract for such services as specified in Section III.B., of this Agreement. The charges for such services shall be specified in the contract and will remain in effect until completion of the services and acceptance by the Consultant.

Certified copies of the results of all tests required by the Department under this paragraph are to be mailed to the Department within five (5) calendar days after the tests are completed.

g. **FINAL QUANTITIES**

Final quantities associated with the accepted construction work shall be submitted to the Department within thirty (30) days after final acceptance of the construction work.

D. PLANNING AND SPECIAL SERVICES

This phase may involve activities or studies unrelated to or outside of the scope of basic design and construction phase engineering services routinely performed by the Consultant. Those activities may include master plan and airport layout plan development, environmental studies and assessments, PCI surveys, FWD testing (when used to evaluate pavement as part of a publication revision), first-order NGS monument surveys, boundary surveys, aeronautical surveys, photogrammetric surveys and topographic mapping, preparation of property ownership plats and easements, appraisal and land acquisition services, benefit / cost analysis studies, RSA determination studies, drainage studies and analyses, FEMA/FIRM map revisions and GIS updates. A detailed scope of services shall be attached with anticipated labor effort and costs delineated in ATTACHMENTS D / D1.

E. ENDORSEMENT OF DOCUMENTS

The Consultant will endorse and seal all final draft reports, contract plans, maps, right of way plats, and special provisions for construction contract documents. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Financial and Professional Regulation of the state of Illinois, being employed by the Consultant and responsible for the portion of the services for which license registration is required. These sealed documents will serve as the record documents for the services covered by the terms of the Agreement.

F. DELIVERABLES

At a minimum, the Consultant shall provide the Department (copy Sponsor upon request) the following deliverables:

1. Final project estimate of costs complete w/ professional services fees and sponsor reimbursement estimates.
2. DBE participation goal and breakout of DBE work.
3. QA verification of ELM Engineers Estimate for Schedule of Prices.
4. Calendar day estimate of construction and detailed breakout of critical work items and associated production rates.
5. One set of final construction plans (half-size) and special provisions – sealed by the Consultant and executed by the Sponsor.
6. One copy of the construction Safety Plan (per guidance explained in FAA AC 150/5370-2F (or current) Operational Safety on Airports during Construction).
7. Original executed Consultant Project Certification (ATTACHMENT N).
8. Executed DBE Final Documentation (ATTACHMENT O).
9. Electronic copy/access of all information (via CD, electronic submittal or ftp site).

G. NOTICE-TO-PROCEED (NTP)

The Consultant shall not commence any phase of the work until the "official notice-to-proceed" (NTP) has been issued in writing either by the Sponsor or Department (via Office of Planning and Programming).

Services to be performed by the Consultant under this Agreement shall become eligible for funding participation consideration as of the date of the written NTP. The dated project program notification letter (i.e. Program Letter) from the Department's Office of Planning and Programming, indicating the project's inclusion in the state program and the estimated

funding participation sources/levels, shall constitute the NTP. The Consultant shall schedule a project phase kick-off meeting (pre-design, pre-construction, etc) with the Sponsor and the Department at the earliest possible convenience upon the Sponsor's receipt of this letter.

For projects not covered by a program letter or with program letter pending, the Sponsor may issue the written NTP with concurrence from the Department. In such cases, the Sponsor is fully liable for all costs incurred as a result of such authorization pending future reimbursement once the project is programmed and a program letter is issued. The Sponsor/Consultant is required to schedule a project phase kick-off meeting (pre-design, pre-construction, etc) with the Sponsor and the Department at the earliest possible convenience.

A copy of the program letter shall be included as ATTACHMENT R of this Agreement.

In the absence of a written, dated notice-to-proceed, the execution date of this Agreement shall be used to determine the eligibility of service dates.

The Sponsor and the Department are not liable, and shall not authorize payment to the Consultant, for any services performed prior to the date of notice to proceed or the execution of this Agreement (whichever takes precedent). All effort, regardless of the notice-to-proceed authorization, is subject to review and eligibility funding determination.

H. DETAILED SCOPE OF SERVICES (Attach / insert here).

1. Prepare Construction Plans and Specifications for letting by the Illinois Department of Transportation (IDOT) in accordance with the requirements stated herein and the project description contained within this document, for a single IDOT letting. Additional lettings shall require additional scope and budget.
2. Project will include:
 - Replacement of the airfield lighting adjacent to Taxiway A with Light Emitting Diode (LED) fixtures.
 - Removal of two lighting regulators from the electrical vault and replacement with a single regulator and circuit for the entire taxiway, and associated vault work. Vault and site improvements shall be limited to those improvements required for the stated removal and replacement and related electrical improvements required to remain within the National Electrical Code.
3. Conduct an onsite observation of the existing conditions to evaluate the potential factors affecting the project design and construction.
4. Prepare a Categorical Exclusion Checklist to meet the requirement National Environmental Protection Act (NEPA) requirements for the project, as directed.
5. Coordination of the proposed improvements with the Sponsor, State, Federal Aviation Administration, local regulatory agencies, and the affected airport tenants.
6. Assist the Airport as its Resident Project Representative in accordance with the requirements stated herein. The Construction Phase Services (Section II. C) values are based on the provision of services related to a calendar duration of **35** days (see Attachment C), which were determined prior to the completion of the design phase. If, over the course of the design phase, calendar days are increased beyond the stated number of days the additional days shall require additional compensation.

II. CONSULTANT COMPENSATION

The Sponsor agrees to pay the Consultant as compensation for rendering the professional services hereinabove described and submitted using the standard Department invoice forms (ATTACHMENTS G & H). Burden and overhead rates entered into this Agreement shall be in effect for the length of the agreement and will not be adjusted, except as may be determined under an audit of costs by the Auditor General or the Department. The rates used in this Agreement shall be the latest audited or provisional approved rates by IDOT as of the date of execution of this Agreement (approval letter must be attached). Should the rate change in the time between the final approval notification of fees and the execution of this Agreement, hours will be adjusted accordingly so that there is no increase in the final approved not-to-exceed amount.

Any professional services effort performed beyond the not-to-exceed limits expressed below, and for which a future amendment will be sought, will be performed under all Agreement provisions as the original contracted work. The dollar value of such effort is not considered approved for payment until review and approval by the Department.

A. **PRELIMINARY ASSESSMENT AND SCHEMATIC DESIGN**

For services outlined in Section I.A., Preliminary Assessment and Schematic Design, and further detailed in Section I.H., Detailed Scope of Services,

1. a lump sum payment of \$ 10,736.00
(representing approximately 35% of the total estimated professional services compensation for design phase services as determined from the TIP request). The fee shall be paid as a lump sum when the preliminary assessment and schematic design phase deliverables (outlined in Section I.A.) are approved and accepted by the Department.

B. **DESIGN PHASE SERVICES**

For services outlined in Section I.B., Design Phase Services, and further detailed in Section I.H., Detailed Scope of Services,

1. a cost plus a fixed payment of \$ 2,534.33
total amount not to exceed \$ 20,012.00
unless a major change or addition to the scope of services is required by the Department or extensions of time are necessary for completion of the project. All justification for amendments shall be documented with effort recorded separate from the hours approved under this Agreement. All amendment requests must be supported by justification per Section III.M., Amendments to the Agreement. The payment of this fee shall be made in monthly installments submitted by the Consultant and approved by the Department. The final charges shall be submitted after the Design Phase Services have been performed, approved and all deliverables accepted by the Department in accordance with the guidance outlined in Section I.F. This period of time expires 30 days after award of the construction contract. Any submittal after this time shall not be considered eligible for payment / reimbursement by the Department unless extended by the Department.
2. a lump sum payment of \$ N/A
unless a major change or addition to the scope of work is required by the Department or extensions of time are necessary for completion of the project. All justification for amendments shall be documented with effort recorded separate from the hours approved under this Agreement. All amendment requests must be supported by justification per Section III.M., Amendments to the Agreement. The fee shall be paid as a lump sum when the design phase deliverables (outlined in Section I.F.) are approved and accepted by the Department.

C. CONSTRUCTION PHASE SERVICES

For services outlined in Section I.C., Construction Phase Services, and further detailed in Section I.H, Detailed Scope of Services,

1. a cost plus a fixed payment of \$ 5,220.03
total amount not to exceed \$ 43,100.00
unless a major change or addition to the scope of work is required by the Department or extensions of time are necessary for completion of the project. All justification for amendments shall be documented with effort recorded separate from the hours approved under this Agreement. All amendment requests must be supported by justification per Section III.M., Amendments to the Agreement. The payment of this fee shall be made in monthly installments submitted to and approved by the Sponsor (and/or Department if applicable). The final charges shall be as soon as possible after official notification from the Consultant of the acceptance of the construction work. A time line will be submitted at each billing cycle after 50% which will indicate a projection of the completed engineering fee vs. the contractor's progress.

If more than one contract exists for the project, the monthly invoices submitted by the Consultant shall detail the amounts of work accomplished under each separate contract. The invoices shall also indicate the dates that the services were performed. If these services are furnished by the Consultant by obtaining such services outside the Consultant's organization, the Consultant shall be reimbursed at his actual cost for obtaining these services. However, the total payment to the Consultant shall be within the "not to exceed" amount as previously stated unless an amendment to this agreement is approved by the Sponsor (and/or Department if applicable).

D. PLANNING AND SPECIAL SERVICES

For services outlined in Section I.D., Planning and Special Services, and further detailed in Section I.H., Detailed Scope of Services,

1. a cost plus a fixed payment of \$ 316.61
total amount not to exceed \$ 2,500.00
unless a major change or addition to the scope of work is required by the Department or extensions of time are necessary for completion of the project. All justification for amendments shall be documented with effort recorded separate from the hours approved under this Agreement. All amendment requests must be supported by justification per Section III.M., Amendments to the Agreement. The payment of this fee shall be made in monthly installments submitted to and approved by the Sponsor. The final charges for the Special Services Phase shall be submitted within forty-five (45) days after official notification from the Consultant of the acceptance of the construction work or within 45 days after official notification from the Department of acceptance of other non-construction projects unless extended by the Department.
2. a lump sum payment of \$ N/A
unless a major change or addition to the scope of work is required by the Department or extensions of time are necessary for completion of the project. All justification for amendments shall be documented with effort recorded separate from the hours approved under this Agreement. All amendment requests must be supported by justification per Section III.M., Amendments to the Agreement. The fee shall be paid as a lump sum when the deliverables are approved and accepted by the Department.

III. SPECIAL CONDITIONS

The Consultant shall render the services in accordance with generally accepted Professional Standards.

A. TERMINATION

(Reference: 49 CFR Part 18.36(i)(2); FAA Order 5100.38)

The Sponsor, by written seven (7) 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 Consultant shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Sponsor all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Consultant in performing this agreement whether completed or in process.

1. If the termination is due to the failure of the Consultant to fulfill his agreement obligations, the Sponsor may take over the work and prosecute the same to completion by agreement or otherwise. In such case, the Consultant shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
2. If, after notice of termination for failure to fulfill agreement obligations, it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor.
3. It is hereby understood and agreed that should the agreement be terminated, the Consultant shall be entitled to and shall receive a fee based on the amount of work accomplished and approved by the Department up to the day of notification of termination. The fee shall be equal to the sum of the actual number of man-hours of each category of work applied at a negotiated hourly rate, plus any outside services approved by the participating agencies and accomplished prior to the notification. If terminated under Section III.HH., Breach of Contract Terms, the Consultant will not be entitled to profit on the work accomplished.

B. CHANGE IN CONSTRUCTION PLANS

It is hereby understood and agreed that if the construction plans are completed in accordance with criteria and/or decisions made by the Sponsor (and/or the Department if applicable), and approved by the Department, and said construction plans are substantially changed or revised, for any reason other than the fault of the Consultant in preparing same, then the Consultant shall be entitled to compensation for rendering the services necessary to complete the changes. The amount of this fee shall be negotiated between the Sponsor, Consultant and the Department, and approved by the Department, and an amendment to the agreement should be accomplished prior to authorizing the Consultant to proceed with the changes. The fee shall be due and payable when the revisions are approved by the Sponsor and the Department.

It is the Consultants responsibility to notify the Department as soon as possible when changes/revisions are identified that are beyond the scope of services contemplated under this Agreement.

C. HOLD HARMLESS

The Consultant shall be responsible to pay for all labor, material and equipment costs incurred and for any and all damages to property or persons to the proportionate extent arising out of the negligent performance of services under this agreement and shall indemnify

and save harmless the Sponsor, (and/or the Department if applicable), their officers, agents and employees from all third party suits, claims, actions or damages of any nature whatsoever to the proportionate extent resulting there from. These indemnities shall not be limited by the listing of any insurance coverage. If any errors, negligent acts and/or omissions are made by the Consultant in any phase of the work under this agreement, the correction of which may require additional field or office work, the Consultant will be promptly notified and will be required to perform such additional services as may be necessary to correct these errors, negligent acts and/or omissions without undue delay and without additional cost to the Sponsor (and/or the Department if applicable). The Consultant shall be responsible for any damages incurred as a result of his errors, negligent acts and/or omissions and for any losses or cost to repair or remedy construction as a result of his errors, omission and/or negligent acts, to the extent such error, omission or negligent act breaches the Professional Standard of care. The Consultant shall not be responsible for any consequential damages of the Sponsor or the Department. Neither the Consultant, nor the Sponsor, nor the Department shall be obligated for the other parties' negligence or for the negligence of others.

D. DRAWING OWNERSHIP

It is further mutually agreed by the parties hereto that reproducible copies of the drawings, computer disks, tracings, construction plans, specifications and maps prepared or obtained under the terms of the contract shall be delivered to and become the property of the Sponsor and basic survey notes and sketches, charts, computations and other data shall be made available upon request of the Sponsor. If any information is used by the Sponsor or another Consultant such use or reuse by the Sponsor or others shall be at the sole risk and without liability or legal exposure to the Consultant.

E. CONTRACT FOR OUTSIDE SERVICES

If any of the services outlined in Section I. are furnished by the Consultant by obtaining such services outside the Consultant's organization, the Consultant shall provide an executed contract between the person(s) or firm and the Consultant outlining the services to be performed and the charges for the same. Two (2) copies of the executed contract shall be submitted to the participating agencies for approval prior to the services being performed; all covenants and Special Conditions shall be included and binding on all subcontracts.

F. FORMERLY NOTICE TO PROCEED (See Section I.G.)

G. SUBLET AGREEMENT

Each party binds himself, his partners, successors, executors, administrators and assigns, to the other part of this agreement and to the partners, successors, executors, administrators and assigns for such other party at all covenants of this Agreement.

Except as above, neither the Sponsor nor the Consultant shall assign, sublet or transfer his interest in this agreement without the written consent of the other party hereto.

H. AGREEMENT EXPIRES

This agreement expires upon final approval and acceptance of the completed project(s) by the Sponsor (and/or Department as applicable), and after all final engineering charges have been paid to the Consultant as of the date of project close-out or after five years from the date of execution, whichever comes first. Payment liability by the State is as outlined above (see Section I.G., Notice to Proceed and Section II., Consultant Compensation).

I. EQUAL EMPLOYMENT OPPORTUNITY

(Reference: 49 CFR Part 21; FAA AC 150/5100-15A or latest revision)

The Consultant agrees to conduct the services in compliance with all 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.

During the performance of this contract, the Consultant, for itself, its assigns and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

1. Compliance with Regulations. The Consultant shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "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. Nondiscrimination. The Consultant, 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 subconsultants, including procurements of materials and leases of equipment. The Consultant 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. Solicitations for Subcontracts, Including, Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports. The Consultant shall provide all 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 sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance. In the event the Consultant's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the Consultant under the contract until the Consultant complies, and/or
 - b. cancellation, termination, or suspension of the contract, in whole or in part.

Incorporation of Provisions. The Consultant shall include the provisions of paragraphs 1 through 5 (above) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the sponsor may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event an Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the

Consultant may request the sponsor and/or Department to enter into such litigation to protect the interests of the sponsor and, in addition, the Consultant.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) ASSURANCES

1. Policy. It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 23 applies to this agreement.
2. DBE Obligation. The Consultant agrees to ensure that disadvantaged 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. In this regard, all Consultants shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Consultants shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

J. OPEN ACCESS TO DOCUMENTS

(Reference: 49 CFR Part 18.36(i); FAA Order 5100.38)
(Public Act 90-0572 Section 20-65; Public Act 87-991)

The Consultant shall maintain, for a minimum of 5 years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts, recipients, 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; and the Consultant agrees to cooperate fully with any audit conducted by the Auditor General 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 the recovery of any funds paid by the State under the contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

K. CERTIFICATION OF CAPACITY TO CONTRACT

(Public Act 90-0572, Section 50-13)

It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices of State government, or who is an officer or employee of the Illinois Building Authority or the Illinois Toll Highway Authority, or who is the wife, husband or minor child of any such person, to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper or for any services, materials or supplies, which will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Illinois Building Authority or the Illinois Toll Highway Authority. Payments made for a public aid recipient are not payments pursuant to a contract with the State within the meaning of this Section.

It is unlawful for any firm, partnership, association or corporation in which any such person is entitled to receive more than 7 1/2% of the total distributable income to have or acquire any such contract or direct pecuniary interest therein.

It is unlawful for any firm, partnership, association or corporation in which any such person together with his spouse or minor children is entitled to receive more than 15%, in the

aggregate, of the total distributable income to have or acquire any such contract or direct pecuniary interest therein.

Nothing in this Section invalidates the provisions of any bond or other security hereto or hereafter offered for sale or sold by or for the State of Illinois.

This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his spouse, minor child or any combination of such persons, if that contract was in existence before his election or employment as such officer, member, or employee. Such a contract is void, however, if it cannot be completed within 6 months after such officer, member, or employee takes office, or is employed.

This Section does not apply to (1) a contract for personal services as a teacher or school administrator between a member of the General Assembly or his spouse, or a State officer or employee or his or her spouse, and any school district, public community, college district, the University of Illinois, Southern Illinois University or any institution under the control of the Board of Governors of State Colleges and Universities or under the control of the Board of Regents or (2) a contract for personal service of a wholly ministerial character including but not limited to services as a laborer, clerk, typist, stenographer, page, bookkeeper, receptionist or telephone switchboard operator, made by a spouse or minor child of an elective or appointive State officer or employee or of a member of the General Assembly or (3) payments made to a member of the General Assembly, a State officer or employee, his or her spouse or minor child acting as a foster parent, homemaker, advocate, or volunteer for or in behalf of a child or family served by the Department of Children and Family Services.

Any person convicted of a violation of this Section shall be guilty of a business offense and shall be fined not less than \$1,000 nor more than \$5,000.

The appropriate Certification of Capacity to Contract will be executed in Section III.X., of this agreement.

L. THE CONSULTANT SELECTION

(Reference: 49 CFR Part 18; FAA AC 5100-14D or latest revision)
(30 ILCS 535; IDOT-Aeronautics Administrative Bulletin: 2010-02)

The City of Pekin hereby certifies that it
(Sponsor)

has completed the prescribed qualifications based consultant selection procedures.

The firm of Hanson Professional Services Inc. of Springfield, IL has
(Consultant) (Location)

been selected to provide the engineering services required for the project on:

August 27, 2012

(Date)

A copy of the executed Retainer Agreement identifying the project covered by this Agreement is included as ATTACHMENT U.

M. AMENDMENTS TO THE AGREEMENT

All effort recorded to document a claim for additional compensation must be delineated separately from the original scope of services with personnel, classifications, dates worked, rates, hours and services thoroughly detailed and clearly identified.

The Department shall be notified of potential amendment requests at the earliest possible opportunity once it has been determined that any of the following three circumstances may exist. Any amendments to the Agreement which increases the fee or the time of performance must contain one of the following written determinations (with support documentation) depending upon the circumstances of the change.

1. The undersigned determine that the circumstances which necessitate this change were not reasonably foreseeable at the time the contract was signed.
2. The undersigned determine that the circumstances which necessitate this change were not within the contemplation of the contract as signed.
3. The undersigned determine that this change is in the best interest of the state of Illinois and is authorized by law.

Date

Sign Name

Print Name

Title

Any professional services effort performed beyond the not-to-exceed limits expressed in Section II. Consultant Compensation, and for which a future amendment will be sought, will be performed under all Agreement provisions as the original contracted work. The dollar value of such effort is not considered approved for payment until review and approval by the Department.

N. CERTIFICATION OF CONSULTANT

(Public Act 90-0572 Section 50-5)

I hereby certify that I am the Executive Vice President (title) and duly authorized representative of the firm Hanson Professional Services Inc. whose address is 1525 South Sixth Street, Springfield, Illinois and that neither I nor the above firm I here represent has:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this Agreement,
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
3. paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation,

or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any):

The firm certifies by execution:

1. it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm, nor has the firm been barred from being awarded a contract or subcontract.
2. it has not been barred from contracting with a unit of state or local government as a result of a violation of the Criminal Code of 1961.

I acknowledge that this certification is to be furnished to the Federal Aviation Administration of the United States' Department of Transportation in connection with this contract involving participation of Airport Improvement Program (AIP) funds and is subject to applicable state and Federal laws, both criminal and civil.

Date

Sign Name

Robert W. Cusick

Print Name

Exec. Vice President

Title

O. FEDERAL TAXPAYER IDENTIFICATION NUMBER

The following statement is made under penalty of perjury:

"The Firm's correct Federal Taxpayer Identification Number is 37-0844717

This firm is doing business as a (please check one):

Individual

Partnership

X Corporation"

P. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

(Reference: 49 CFR Part 26)

Contract Assurance (§26.13) - The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

In keeping with the DBE plan adopted by the Sponsor, the Consultant shall take all necessary and reasonable steps to attain DBE participation in this contract.

The work for each subconsultant should be listed separately. If the subconsultant is being utilized to meet the project DBE goal, they must be prequalified in that category and certified as a DBE in that category. Please indicate that they are certified in that category. The certification list is available on the Department's website on the "Doing Business" menu under Small Business Enterprises and IL UCP directory <http://www.dot.il.gov/ucp/ucp.html#DBEDirectory>. The percent of work is computed based on the individual subconsultant's work effort in each category.

Firm Name: NoneSubcontract Amount (\$): 0.00

Prequalification Category	% of Work	DBE Certification
<u>Architecture</u>	<u>0.00</u>	<u>541370-Surveying</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

If more than one subconsultant is being used, attach additional sheets.

NOTE: All final payment requests shall include a completed ATTACHMENT O - DBE Final Documentation or the complete information on the Consultant's format.

Q. DISCRIMINATION

(Reference: 49 CFR Part 21; FAA AC 150/5100-15A or latest revision)
(Executive Order 11246 of September 24, 1965; 41 CFR Part 60)

The Consultant agrees not to commit unlawful discrimination in employment in Illinois and further agrees to take affirmative action to ensure that no unlawful discrimination is committed.

R. DUES/FEES TO CLUBS WHICH DISCRIMINATE

(775 ILCS 25/2 Source: P.A. 85-909)

The Consultant of the business entity certifies that it is not prohibited from selling goods or services to the State of Illinois because it pays dues or fees on behalf of its employees or agent or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates.

S. CONFLICT OF INTEREST

(Public Act 90-0572 Section 50-13)

The Consultant agrees to comply with the provision of the Illinois Public Act prohibiting conflict of interest and all the terms, conditions and provisions of those Sections apply to this contract and are made a part of this contract the same as though they were incorporated and included herein.

T. FELONY CONVICTION

(Public Act 90-5072 Section 50-10)

The Consultant certifies that if he/she or the business entity has been convicted of a felony, at least five years has passed since the completion of the sentence as of the contract date.

U. ILLINOIS HUMAN RIGHTS NUMBER

The Consultant must have an Illinois Department of Human Rights prequalification number, or have an application on file with the Illinois Department of Human Rights office at the State of Illinois Center, Suite 10-100, 100 West Randolph, Chicago, Illinois 60601 (refer to Department of Human Rights form).

(#IDHR PC-1/IL 442-0010). IDHR #91932-00.

V. EDUCATIONAL LOAN DEFAULT

(5 ILCS 385).

The Consultant certifies that, if this agreement is with an individual or individuals, that he/she is not in default on an educational loan.

W. DRUG FREE WORKPLACE

(30 ILCS 580).

If the Consultant has 25 or more employees, the following certification shall apply and, by signing this document, the Consultant certifies as follows:

1. The Consultant certifies that he will provide a drug free workplace in compliance with the Drug Free Workplace Act ("Act"). Specifically, Consultant certifies he will do the following:

- a. Publish a statement:

- i. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the Consultants workplace.
- ii. Specifying the actions that will be taken against employees for violations of such prohibition.
- iii. Notifying the employee that, as a condition of employment on this agreement, the employee will:
 - 1) abide by the terms of the statement; and
 - 2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.

- b. Establish a drug free awareness program to inform employees about:

- i. the dangers of drug abuse in the workplace;
- ii. the Consultant policy of maintaining a drug free workplace;
- iii. any available drug counseling, rehabilitation, and employee assistance programs; and
- iv. the penalties that may be imposed upon employees for drug violations.

- c. Give a copy of the statement described above to each employee engaged in the performance of the contract and post the statement in a prominent place in the workplace.
- d. Notify the State within 10 days after receiving notice under part (a)(3)(B) above from an employee or otherwise receiving actual notice of such conviction.
- e. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by §5 of the Act.
- f. Assist employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicate that a trained referral team is in place.
- g. Make a good faith effort to continue to maintain a drug free workplace through implementation of §3 of the Act.

If an individual, the Consultant further certifies that he will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the agreement.

X. CAPACITY TO CONTRACT
(Public Act 90-0572)

The Consultant certifies that the Corporation's certificate of Authority to do business in Illinois, is in good standing with the Secretary of State's Office.

CERTIFICATION OF CAPACITY TO CONTRACT

Public Act 90-0572 prohibits certain persons and entities from having or acquiring any contract with the State of Illinois and from having or acquiring any direct pecuniary interests in any contract with the State of Illinois, whether for materials, services, supplies, printing or stationery. This prohibition does not extend to certain contracts for personal services of a ministerial nature as provided for in the Act.

(Corporation)

The undersigned, being a duly authorized officer and the duly elected Secretary of

Hanson Professional Services Inc., a corporation, hereby certify that they have read Public Act 90-0572 Section 50-13 and that they have checked the records of the corporation and that no person who is entitled to receive individually more than 7 1/2% of the total distributable income of the corporation, or together with their spouse or minor child more than 15% of the total distributable income of the corporation, is (i) an elected State official, a member of the General Assembly, an appointed State officer, a State employee; (ii) an officer or employee of the Illinois Toll Highway Authority or of the Illinois Building Authority; or (iii) a spouse or a minor child of any such enumerated person.

____ day of _____, AD, 2016.

Hanson Professional Services Inc.

Corporation

BY Robert W. Cusick, Exec. Vice President
Printed Name & Title

BY Jeffery T. Ball, Exec. Vice President
Printed Name & Title

CERTIFICATION OF CAPACITY TO CONTRACT

Public Act 90-0572 prohibits certain persons and entities from having or acquiring any contract with the State of Illinois and from having or acquiring any direct pecuniary interests in any contract with the State of Illinois, whether for materials, services, supplies, printing or stationery. This prohibition does not extend to certain contracts for personal services of a ministerial nature as provided for in the Act.

(Partnerships and Non-Corporate Firms and Associations)

The undersigned, being each and every one of the partners/members/associates/(other) of

_____ hereby certify on behalf of themselves individually, that they have read Public Act 90-0572 Section 50-13 and that (i) they are not an elected State official, a member of the General Assembly, an appointed State officer, a State employee; an officer or employee of the Illinois Toll Highway Authority or of the Illinois Building Authority; nor a spouse or minor child of any such enumerated person; or (ii) that they are such an enumerated person but that they are not entitled to receive individually more than 7 1/2% of the total distributable income of the partnership/firm/association, or together with their spouse or a minor child more than 15% of the total distributable income of the partnership/firm/association.

_____ day of _____, AD, 20_____

BY _____

BY _____

Printed Name & Title

Printed Name & Title

d/b/a _____
(Name)

CERTIFICATION OF CAPACITY TO CONTRACT

Public Act 90-0572 prohibits certain persons and entities from having or acquiring any contract with the State of Illinois and from having or acquiring any direct pecuniary interests in any contract with the State of Illinois, whether for materials, services, supplies, printing or stationery. This prohibition does not extend to certain contracts for personal services of a ministerial nature as provided for in the Act.

(Individual Consultants)

I, _____,
(Name)

hereby certify that I have read Public Act 90-0572 Section 50-13 and I further certify (i) that I am not an elected State official, a member of the General Assembly, an appointed State officer, a State employee; (ii) that I am not an officer or employee of the Illinois Toll Highway Authority or of the Illinois Building Authority; and (iii) that I am not a spouse or a minor child of any such official, member, officer or employee.

____ day of _____, AD, 20____

BY _____

Printed Name & Title

d/b/a _____
(Name)

Y. CERTIFICATION REGARDING LOBBYING

(Reference: 49 CFR Part 20, Appendix A)

Certification for Contracts, Grants, Loans and Cooperative Agreements.

The Consultant certifies compliance with Section 319 of Public Law 101-102 and to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an Officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Z. INTERNATIONAL BOYCOTT

(Applicable to contracts in excess of \$10,000):

The Consultant certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act. The Consultant makes the certification set forth in Section 5 of the International Anti-Boycott Certification Act.

AA. NON-APPROPRIATION CLAUSE

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 payment of this Agreement.

BB. DEBT CERTIFICATION

The Consultant certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500/50-11 and 50-12. The Consultant further acknowledges that the contracting State agency may declare the contract void if the preceding certification is false or if the contractor, or any affiliate, is determined to be delinquent in the payment of any debt to

the State during the term of the contract.

CC. GOODS FROM CHILD LABOR ACT

The Consultant certifies in accordance with Public Act 94-0264 that no foreign made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12.

DD. QUALIFICATION BASED SELECTION ACT

(Reference: 49 CFR Part 18.36; FAA Order 5100.38; FAA AC 150/5100-14 (latest))

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 in the procurement of the services covered by this Agreement.

EE. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

(Reference: 49 CFR Part 29; FAA Order 5100.38)

The Consultant certifies, by submission of this proposal or acceptance of this contract, 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. It further agrees by submitting this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

FF. RIGHTS TO INVENTIONS

(Reference: 49 CFR Part 18.36(i)(8); FAA Order 5100.38)

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

GG. TRADE RESTRICTION CLAUSE

(Reference: 49 CFR Part 30.13; FAA Order 5100.38)

The Consultant or subconsultant, by submission of an offer and/or execution of a contract, certifies that it:

1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
3. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subconsultant who is unable to certify to the above. If the Consultant knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the Consultant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subconsultant unless it has knowledge that the certification is erroneous.

The Consultant shall provide immediate written notice to the sponsor if the Consultant learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The subconsultant agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Consultant or subconsultant knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

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 provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

HH. BREACH OF CONTRACT TERMS

(Reference: 49 CFR Part 18.36)

Any violation or breach of terms of this contract on the part of the Consultant or their subconsultants may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

II. BAN ON TEXTING WHILE DRIVING

(Reference: Executive Order 13513)

In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Consultant or subconsultant 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 subcontract.
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 Consultant or subconsultant must insert the substance of this clause on banning texting when driving in all contracts and subcontracts.

Policies and procedures for procurement of professional services are established in Federal Regulation Title 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements. The Airport and Airway Improvement Act (AAIA) of 1982, as amended, serves as the enabling legislation. The parties agree that these policies and procedures have been followed.

IN WITNESS WHEREOF, the parties hereto have affixed their hand and seals at

Pekin, Illinois, this _____, **2016**
(city) (date) (year)

ATTEST:

(SEAL)

City of Pekin, Illinois

(Sponsor Name)

37-6002169

(Federal Employee's Identification Number)

BY _____

Printed Name & Title

BY _____

Printed Name & Title

ATTEST:

(SEAL)

Hanson Professional Services Inc.

(Consultant Name)

37-0844717

(Federal Employee's Identification Number)

BY _____

Robert W. Cusick, Exec. Vice President

Printed Name & Title

BY _____

Jeffery T. Ball, Exec. Vice President

Printed Name & Title

LIST OF ATTACHMENTS

<u>ATTACHMENT A / A1</u> –	PRELIMINARY ASSESSMENT AND SCHEMATIC DESIGN PHASE SERVICES <u>ESTIMATE OF COSTS / SALARY EXPENSES</u>
<u>ATTACHMENT B / B1</u> –	DESIGN PHASE SERVICES <u>ESTIMATE OF COSTS / SALARY EXPENSES</u>
<u>ATTACHMENT C / C1</u> –	CONSTRUCTION PHASE SERVICES <u>ESTIMATE OF COSTS / SALARY EXPENSES</u>
<u>ATTACHMENT D / D1</u> –	PLANNING AND SPECIAL SERVICES <u>ESTIMATE OF COSTS / SALARY EXPENSES</u>
<u>ATTACHMENT E</u> –	ENGINEERING REPORT (General Guidance)
<u>ATTACHMENT F</u> –	RESIDENT ENGINEER'S DIARY (Standard Format)
<u>ATTACHMENT G</u> –	COST PLUS FIXED PAYMENT INVOICE (Standard Format)
<u>ATTACHMENT H</u> –	LUMP SUM INVOICE (Standard Format)
<u>ATTACHMENT I</u> –	EFFORT DETAIL BREAKDOWN (Standard Format)
<u>ATTACHMENT J</u> –	TESTING SCHEDULE
<u>ATTACHMENT K</u> –	TESTING RATES & COST SUMMARY
<u>ATTACHMENT L</u> –	SUMMARY OF PAYROLL BURDEN AND FRINGE COSTS
<u>ATTACHMENT M</u> –	SUMMARY OF OVERHEAD AND INDIRECT COSTS
<u>ATTACHMENT N</u> –	PROJECT CERTIFICATION
<u>ATTACHMENT O</u> –	DBE FINAL DOCUMENTATION
<u>ATTACHMENT P</u> –	PROJECT SKETCH
<u>ATTACHMENT Q</u> –	PROJECT LETTING SCHEDULE
<u>ATTACHMENT R</u> –	OP&P PROGRAM LETTER
<u>ATTACHMENT S</u> –	CURRENT IDOT PROVISIONAL PAYROLL BURDEN / FRINGE EXPENSE AND GENERAL / ADMINISTRATIVE EXPENSE RATE LETTER
<u>ATTACHMENT T</u> –	CONSULTANT'S PRELIMINARY ESTIMATE OF PROBABLE CONSTRUCTION COSTS
<u>ATTACHMENT U</u> –	RETAINER AGREEMENT

ATTACHMENT A**PRELIMINARY ASSESSMENT AND SCHEMATIC DESIGN PHASE SERVICES****ESTIMATE OF COSTS**

<u>Category</u>	<u>Amount (\$)</u>	
1. <u>Direct Salary Costs</u>	<u>3,584.88</u>	(ATTACHMENT A-1)
2. <u>Labor and General and Administrative Overhead</u> ¹	<u>5,727.20</u>	
3. <u>Direct Nonsalary Expenses</u>		
Lodging ^{2,3}	<u> </u>	
Meals/Per Diem ^{2,3}	<u> </u>	
Transportation ²	<u>64.80</u>	
Materials & Supplies	<u> </u>	
Printing	<u> </u>	
CADD time ⁴	<u> </u>	
Other Costs (excluding outside services)	<u> </u>	
4. <u>Fixed Payment</u> ⁵	<u>1,359.65</u>	
5. <u>Outside Services</u>	<u>0.00</u>	
Lump Sum		
Total Amount Not to Exceed	<u>10,763.00</u>	(Rounded Down)

Estimated cost of total professional design phase services from TIP: \$ 30,750

NOTES:

- 1/ A letter from IDOT with approval or provisional payroll burden / fringe and general / administrative expense rates must be attached (ATTACHMENT S) for verification of rates.
- 2/ Current approved rates established by State of Illinois - Governors Travel Control Board.
- 3/ Shall not be used in calculation of fixed payment amount.
- 4/ CADD incorporated into approved overhead and burden rate.
- 5/ Fixed Payment (Profit) = (14.5%)x[Direct Salary Costs + (OH&B)x(Direct Salary Costs) + Transportation + Materials & Supplies + Printing + CADD time + Other Costs (excluding outside services)].

ATTACHMENT A-1**PRELIMINARY ASSESSMENT AND SCHEMATIC DESIGN PHASE SERVICES****ESTIMATE OF SALARY EXPENSES**

Classification*	Hours	\$Rate/Hour	Cost (\$)
Principal			
Vice Principal			
Project Manager	12	64.12	769.44
Senior Project Engineer**		50.21	
Senior Project Architect			
Project Engineer	5	47.26	236.60
Project Architect			
Senior Electrical Engineer**	41	58.00	2,378.00
Senior Architect			
Engineer		35.11	
Planner			
Registered Land Surveyor			
Land Surveyor			
Senior Engineering Technician	4	37.14	148.56
Engineering Technician			
Engineering Assistant			
CADD/Draftsman/Technician			
Clerical	2	26.29	52.58
Total	64 (hours)	56.01 (average)	3,584.88 (total direct salary costs) (ATTACHMENT A)

* Classifications may be adjusted as per Consultant's work force. Rates dated January 16, 2016, unless otherwise noted.

** Actual rate shown.

ATTACHMENT B
DESIGN PHASE SERVICES
ESTIMATE OF COSTS

<u>Category</u>	<u>Amount (\$)</u>	
1. <u>Direct Salary Costs</u>	<u>6,722.80</u>	(ATTACHMENT B-1)
2. <u>Labor and General and Administrative Overhead</u> ¹	<u>10,740.35</u>	
3. <u>Direct Nonsalary Expenses</u>		
Lodging ^{2,3}	_____	
Meals/Per Diem ^{2,3}	_____	
Transportation ²	_____	
Materials & Supplies	_____	
Printing	<u>15.00</u>	
CADD time ⁴	_____	
Other Costs (excluding outside services)	_____	
4. <u>Fixed Payment</u> ⁵	<u>2,534.33</u>	
5. <u>Outside Services</u>	_____	
	Cost Plus Fixed Payment	
OR	Total Amount Not to Exceed	<u>20,012.00</u> (Rounded Down)
	Lump Sum	
	Total Amount Not to Exceed	<u>N/A</u>

Estimated Construction Cost: \$ 253,652 (ATTACHMENT T)

Attach a sketch labeled ATTACHMENT P in sufficient detail to clearly delineate the proposed areas of work.

NOTES:

- 1/ A letter from IDOT with approval or provisional payroll burden / fringe and general / administrative expense rates must be attached (ATTACHMENT S) for verification of rates.
- 2/ Current approved rates established by State of Illinois - Governors Travel Control Board.
- 3/ Shall not be used in calculation of fixed payment amount.
- 4/ CADD incorporated into approved overhead and burden rate.
- 5/ Fixed Payment (Profit) = (14.5%)x[Direct Salary Costs + (OH&B)x(Direct Salary Costs) + Transportation + Materials & Supplies + Printing + CADD time + Other Costs (excluding outside services)].

ATTACHMENT B-1**DESIGN PHASE SERVICES****ESTIMATE OF SALARY EXPENSES**

<u>Classification*</u>	<u>Hours</u>	<u>\$Rate/Hour</u>	<u>Cost (\$)</u>
Principal			
Vice Principal			
Project Manager	10	64.12	641.20
Senior Project Engineer**	8	50.21	401.68
Senior Project Architect			
Project Engineer	3	47.26	141.78
Project Architect			
Senior Electrical Engineer**	60	58.00	3,480.00
Senior Architect			
Engineer		35.11	
Planner			
Registered Land Surveyor			
Land Surveyor			
Senior Engineering Technician	54	37.14	2,005.56
Engineering Technician			
Engineering Assistant			
CADD/Draftsman/Technician			
Clerical	2	26.29	52.58
Total	137 (hours)	49.07 (average)	6,722.80 (total direct salary costs) (ATTACHMENT B)

* Classifications may be adjusted as per Consultant's work force. Rates dated January 16, 2016, unless otherwise noted.

** Actual rate shown.

ATTACHMENT C
CONSTRUCTION PHASE SERVICES
ESTIMATE OF COSTS

<u>Category</u>	<u>Amount (\$)</u>	
1. <u>Direct Salary Costs</u>	<u>13,538.48</u>	(ATTACHMENT C-1)
2. <u>Labor and General and Administrative Overhead</u> ¹	<u>21,629.08</u>	
3. <u>Direct Nonsalary Expenses</u>		
Lodging ^{2,3}	<u>1200.00</u>	
Meals/Per Diem ^{2,3}	<u>560.00</u>	
Transportation ²	<u>832.68</u>	
Materials & Supplies	<u> </u>	
Printing	<u> </u>	
CADD time ⁴	<u> </u>	
Other Costs (excluding outside services)	<u> </u>	
4. <u>Fixed Payment</u> ⁵	<u>5,220.03</u>	
5. <u>Outside Services</u>	<u>120.00</u>	
Cost Plus Fixed Payment		
Total Amount Not to Exceed	<u>43,100.00</u>	(Rounded Down)

Estimated Number of Calendar Days: 35

Estimated Days of On-Site Resident Engineer Services: 25

NOTES:

- 1/ A letter from IDOT with approval or provisional payroll burden / fringe and general / administrative expense rates must be attached (ATTACHMENT S) for verification of rates.
- 2/ Current approved rates established by State of Illinois - Governors Travel Control Board.
- 3/ Shall not be used in calculation of fixed payment amount.
- 4/ CADD incorporated into approved overhead and burden rate.
- 5/ Fixed Payment (Profit) = (14.5%)x[Direct Salary Costs + (OH&B)x(Direct Salary Costs) + Transportation + Materials & Supplies + Printing + CADD time + Other Costs (excluding outside services)].

ATTACHMENT C-1**CONSTRUCTION PHASE SERVICES****ESTIMATE OF SALARY EXPENSES**

<u>Classification*</u>	<u>Hours</u>	<u>\$Rate/Hour</u>	<u>Cost (\$)</u>
Principal			
Vice Principal			
Project Manager	10	64.12	641.20
Senior Project Engineer**		50.21	
Senior Project Architect			
Project Engineer	46	47.26	2,173.96
Resident Engineer			
Senior Electrical Engineer**	24	58.00	1,392.00
Senior Architect			
Engineer		35.11	
Planner			
Registered Land Surveyor			
Land Surveyor			
Senior Engineering Technician	247	37.14	9,173.58
Engineering Technician			
Engineering Assistant			
CADD/Draftsman/Technician			
Clerical	6	26.29	157.74
Total	333 (hours)	40.66 (average)	13,538.48 (total direct salary costs) (ATTACHMENT C)

* Classifications may be adjusted as per Consultant's work force. Rates dated January 16, 2016, unless otherwise noted.

** Actual rate shown.

ATTACHMENT D
PLANNING AND SPECIAL SERVICES
ESTIMATE OF COSTS

<u>Category</u>	<u>Amount (\$)</u>	
1. <u>Direct Salary Costs</u>	<u>784.41</u>	(ATTACHMENT D-1)
2. <u>Labor and General and Administrative Overhead</u> ¹	<u>1,253.17</u>	
3. <u>Direct Nonsalary Expenses</u>		
Lodging ^{2,3}		
Meals/Per Diem ^{2,3}		
Transportation ²	<u>120.96</u>	
Materials & Supplies		
Printing	<u>25.00</u>	
CADD time ⁴		
Other Costs (excluding outside services)		
4. <u>Fixed Payment</u> ⁵	<u>316.61</u>	
5. <u>Outside Services</u>		
	Cost Plus Fixed Payment	
	Total Amount Not to Exceed	<u>2,500.00</u> (Rounded Down)
OR		
	Lump Sum	
	Total Amount Not to Exceed	<u>N/A</u>

NOTES:

- 1/ A letter from IDOT with approval or provisional payroll burden / fringe and general / administrative expense rates must be attached (ATTACHMENT S) for verification of rates.
- 2/ Current approved rates established by State of Illinois - Governors Travel Control Board.
- 3/ Shall not be used in calculation of fixed payment amount.
- 4/ CADD incorporated into approved overhead and burden rate.
- 5/ Fixed Payment (Profit) = (14.5%)x[Direct Salary Costs + (OH&B)x(Direct Salary Costs) + Transportation + Materials & Supplies + Printing + CADD time + Other Costs (excluding outside services)].

ATTACHMENT D-1**PLANNING AND SPECIAL SERVICES****ESTIMATE OF SALARY EXPENSES**

<u>Classification*</u>	<u>Hours</u>	<u>\$Rate/Hour</u>	<u>Cost (\$)</u>
Principal			
Vice Principal			
Project Manager	3	64.12	192.36
Senior Project Engineer**		50.21	
Senior Project Architect			
Project Engineer	3	47.26	141.78
Project Architect			
Senior Electrical Engineer**		58.00	
Senior Architect			
Engineer		35.11	
Planner			
Registered Land Surveyor			
Land Surveyor			
Senior Engineering Technician	10	37.14	371.40
Engineering Technician			
Engineering Assistant			
CADD/Draftsman/Technician			
Clerical	3	26.29	78.87
Total	19 (hours)	41.28 (average)	784.41 (total direct salary costs) (ATTACHMENT D)

* Classifications may be adjusted as per Consultant's work force. Rates dated January 16, 2016, unless otherwise noted.

** Actual rate shown.

ATTACHMENT E**ENGINEERING REPORT (General Guidance)**

The Engineering Report is to be prepared by the Consultant and submitted to the Sponsor and/or Department, if possible, prior to starting Plans and Specifications. The Report shall include, at a minimum, a discussion of the following elements which are applicable and any other elements deemed necessary by the Department:

1. Introduction, project overview and consistency with approved ALP, justification, scope, authorization, funding, required environmental actions and schedule.
2. Investigations and evaluations, including pavement history, PCI information, topographic survey data, soil sampling and testing, boring logs, CBR test results, subgrade stabilization considerations, and seasonal frost issues.
3. Pavement design considerations, including pavement types and/or alternates; any unusual design and reasons therefore, selection of design CBR value, traffic distribution, and reported pavement strength.
4. Rehabilitation, strengthening and/or overlay work shall be detailed as to the type of work required, including existing pavement conditions, material selection considerations, thickness design and economic analysis.
5. Construction features which vary from FAA criteria should be identified including the problem(s) facts, alternative solutions, and/ or desired solution. Is the desired solution the most economical?
6. Items such as materials sources, soils, drainage, water for construction, cost of land vs. development, contractor resources, available finances, and stage development. The report should say how these factors affected the decisions made by the Consultant in the design.
7. Explanation of drainage design criteria including explanation of drainage districts data INPUT and off-site drainage impact on design. Include drainage calculations and modeling.
8. Special considerations for local circumstances such as available material, equipment, contractors, and airport sponsored events.
9. Consultant's choice of options for the lighting design; similar explanation of choices made for the drainage, fencing, turfing and marking, including decisions regarding cover crop seeding.
10. Approach conditions which will result from proposed work and comparison with FAA criteria.
11. Analysis of potential RSA determination (if applicable).
12. Development of PCN for runway strengthening and rehabilitation projects.
13. Description of non-AIP work and quantity separation from AIP eligible items.
14. Identify work to be done by others such as utility companies and airports sponsor forces.
15. The Consultant's preliminary estimate of construction costs, fees and expenses shall be included.
16. A discussion of project safety concerns (per guidance explained in FAA AC 150/5370-2F (or current) Operational Safety on Airports during Construction) shall be included.
17. A discussion of project phasing / sequencing and estimate of construction calendar days shall be included.

ATTACHMENT F

**Illinois Department
of Transportation**

Resident Engineer's Diary

Airport: _____ Date: _____

Contractor: _____ IL Project No.: _____ SBG Project _____

Temperature _____ Wind: _____ Weather Conditions: _____

Status: ☐ Active ☐ Suspended Jobsite Conditions: ☐ Workable ☐ Non-workable

Controlling Item: _____

Workforce

Consultant (# of people, hours): _____

Contractor (# of people, equipment, hours): _____

Daily Work

Pay items / General Location: _____

Instructions to Contractor / Unusual Events: _____

Verbal Approvals (official & item): _____

Additional Work (change order, etc.): _____

Official Visitors: _____

Materials Deliveries (material, quantity, quality) / Testing (test, location, corrective action): _____

Other: _____

Calendar Days: _____ Awarded _____ DBE Onsite? (yes or no)

_____ Charged _____ Own forces used? (yes or no)

_____ Remaining _____ Own equipment used? (yes or no)

Submitted _____ Firm: _____ Date: _____

ATTACHMENT G
**Illinois Department
of Transportation**

Division of Aeronautics

Hanson Invoice #	_____	Partial	_____	Final	_____
Period Ending	_____	Date	_____		
Consultant	Hanson Professional Services Inc.				
Address	1525 South Sixth Street				
	Springfield, IL 62703				
Telephone No.	(217) 788-2450				

Airport	_____	Municipality	_____	County	_____
IL Proj. No.	_____	SBG No.	_____	Contract #	_____

Per Engineering Agreement(s), dated:

Preliminary	_____	Consultant Job. No(s):	_____
Design	_____	Services from:	_____ thru _____
Construction	_____	Project Title:	_____
Special Services	_____		
Other (MPin&EnvAsmt)	_____		
Amendment(s)	_____		

COST PLUS FIXED FEE FOR PROFIT

(1)	Direct Salaries to Date per Attached DE 47A, subject to line (3)	_____
(2)	Payroll Burden and Overhead Adjustment	
	(a)FY (0.00% X) =	
	(b)FY (0.00% X) =	
	(c)FY (0.00% X) =	
	(d)FY (0.00% X) =	
	(d)FY Pre- (0.00% X) =	
	(e) TOTAL - Lines 2(a-d)	_____
(3)	Other Direct Salaries	_____
(4)	Profit (Fixed Fee X #N/A Complete)	_____
(5)	SUBTOTAL	_____
(6)	Direct Costs of Services by Others	_____
(7)	Direct Costs, Travel, in-plant and Unit Pricing	_____
(8)	Total Amount Earned to Date	_____
(9)	Maximum Payable (per Engineering Agreement)	\$ _____
(10)	Less Total Amounts Previously Invoiced	_____
(11)	PAYMENT DUE THIS INVOICE	_____

I certify that to the best of my knowledge the percent of work shown as complete on this invoice is correct.

By	_____	Title	_____
----	-------	-------	-------

For IDA Use Only

	Engineering		Contracts
Approved	_____	Date	_____
	Construction		Amount Paid
Approved	_____	Date	_____
	Design		Fund Code
Approved	_____	Date	_____
	Contracts Manager		Payment No.
Approved	_____	Date	_____

ATTACHMENT H

**Illinois Department
of Transportation**
Division of Aeronautics

Hanson Invoice # _____ Partial _____ Final _____
Date _____
Period Ending _____
Consultant _____
Address _____
Springfield, IL 62703
Telephone No. (217) 788-2450

Airport _____ Municipality _____ County _____
IL Proj. No. _____ SBG No. _____ Contract # _____
Per Engineering Agreement(s), dated:
Preliminary _____
Design _____ Consultant Job. No(s): _____
Construction _____
Special Services _____
Other (MPIn&EnvAsmt) _____
Amendment(s) _____
Services from: _____ thru _____
Project Title: _____

LUMP SUM

(1)	Lump Sum Fee (or Maximum Payable per Engineering Agreement)	_____
(2)	Percent of Work Complete	_____
(3)	Fee Earned to Date: Lump Sum x #N/A Complete	_____
(4)	Less Total Amounts Previously Invoiced	_____
(5)	PAYMENT DUE THIS INVOICE	_____

I certify that to the best of my knowledge the percent of work shown as complete on this invoice is correct.

By _____ Title _____

For IDA Use Only

Engineering		Contracts	
Approved _____	Date _____	Amount Paid _____	
Approved _____	Date _____	Fund Code _____	
Approved _____	Date _____	Payment No. _____	
Approved _____	Date _____		

ATTACHMENT I**EFFORT DETAIL BREAKDOWN (Standard Format)**

Page ____ of ____ Pages

Airport: _____

Illinois Project No. _____

Federal Project No. _____

Invoice No. _____

Date: _____

ENGINEERING COSTS BREAKDOWN

Agreement Paragraph Governing Services	Service Performed	Date Performed	Employee's Name and Classification	Hours	Rate	Amount

Total _____

ENGINEERING FIRM

Name _____

Address _____

Prepared By _____

Date _____

NOTE:

This format is for general information; however the consultant's format containing the essential data may be acceptable.

ATTACHMENT J**TESTING SCHEDULE**

Testing Schedule - anticipated for the Preliminary Assessment and Schematic Design, Design and Construction phases of the project.

Description	Approximate Number
ASTM D 421, Particle Size Analysis	
ASTM D 2217	
ASTM C 422	
ASTM D 698, Moisture-Density Relations of Soil	
ASTM D 1557	
ASTM D 427, Shrinkage Factors of Soil	
ASTM D 2434, Permeability of Granular Soils	
AASHTO T 194, Determination of Organic Materials in Soils by Wet Combustion	
ASTM D 1883, Bearing Ratio of Laboratory Compacted Soil	
AASHTO T 222, Modulus of Soil Reaction	
ASTM D 2487, Soil Classification "Unified System"	
ASTM D 2113, Soil Borings	
ASTM C 207, Hydrated Lime	
ASTM C 131, Abrasion	
ASTM C 88, Soundness	
ASTM D 946, Penetration	
ASTM D 3381, Viscosity	
ASTM D 1559, Marshall Method	
ASTM C 136, Gradation	
ASTM D 2172, Extraction and Gradation	
ASTM D 2726, Bulk Specific Gravity	
ASTM D 2041, Maximum Theoretical Specific Gravity	
ASTM D 2950, Nuclear Density	
ASTM C 117 Washed Aggregate Sample	
ASTM D 4318, Liquid Limit, Plastic Limit, Plasticity Index	
ASTM C 127, Absorption and Specific Gravity	
ASTM C 128	
ASTM C 566, Moisture Content	
ASTM C 31, PCC Test Cylinders	
ASTM C 141, Slump	
ASTM C 231, Air Content	
ASTM C 78, Flexural Strength	
ASTM C 138, Yield, Cement Content	
ASTM D 412, Rubber in Tension	
ASTM D 1664, Striping Test	

The testing form shall be adjusted to the specific project. The consultant shall not assume IDOT will provide any testing and inspections. Payment for these services shall be at the rates established in ATTACHMENT K. - TESTING RATES & COST SUMMARY.

ATTACHMENT K

TESTING RATES & COST SUMMARY

[illegible]

ATTACHMENT L (Optional)**SUMMARY OF PAYROLL BURDEN AND FRINGE COSTS**

	% of Direct Productive Payroll
Federal Insurance Contributions Act (FICA)	12.06
State and Federal Unemployment Compensation	1.26
Worker's Compensation Insurance	0.62
Paid Holidays, Vacation, Sick Leave, and Jury Duty	19.18
Severance Pay	0.24
Incentive Compensation	6.12
Stock Purchase Discount	0.39
Pension and Retirement Benefits	11.49
Employee Group Insurance	22.83
Total Payroll Burden and Fringe Benefit Costs	74.19

NOTE:

A letter from IDOT with approval or provisional payroll burden / fringe and general / administrative expense rates must be attached (ATTACHMENT S) for verification of rates.

ATTACHMENT M (Required)**SUMMARY OF OVERHEAD AND INDIRECT COSTS**

	% of Direct Productive Payroll
Indirect salaries	46.69
Occupancy expenses – rent, utilities, and maintenance	10.88
Business insurance	2.50
Depreciation – furniture, fixtures, and building	2.98
Reproduction and printing costs	0.03
Office supplies and postage	1.54
Telephone	1.01
Computer Expenses	9.91
Legal and Accounting Services	0.66
Employees travel expenses	1.09
Services and consultant fees	1.22
Training and educational non-salary expenses (professional development)	1.94
Fees, licenses, dues, publications (technical and professional)	1.37
Equipment rental	0.42
Taxes except Federal Income Tax	1.18
Facilities capital cost of money	0.48
Recruiting and relocating expense	0.70
Other Indirect Expenses	0.97
General and Administrative Overhead Expenses	85.57
TOTAL OVERHEAD (Sum of Attachment L + Attachment M Values)	159.76

NOTE: A letter from IDOT with approval or provisional payroll burden / fringe and general / administrative expense rates must be attached (ATTACHMENT S) for verification of rates.

ATTACHMENT N

AIRPORT: _____
 IL. PROJ. NO.: _____
 IL. BLOCK GRANT PROJ. NO.: _____
 CONTRACT NO.: _____

Project Description:

Pursuant to Federal Aviation Regulations, Part 152, as amended, and as a condition to receiving any Federal and/or State financial assistance through a Grant Offer from the FAA and/or State of Illinois – Department of Transportation for the proposed airport development project, it is hereby represented, to the best of our knowledge, information and belief that

1. The Consultant has been selected to provide the necessary professional services for the project described herein and identified in the Professional Services Request For Qualifications (RFQ). Copy of Retainer attached (ATTACHMENT U).
 Selection Date: _____
2. Project is clearly delineated on the approved Airport Layout Plan.
 Approval Date: _____
3. The project is environmentally cleared.
☐ YES ☐ NO DOCUMENT TYPE: ☐ CATEX ☐ EA ☐ EIS ☐ FONSI
 Approval Date: _____
4. All Corps/EPA permits and other regulatory agency reviews/approvals/mitigation have been satisfied and there are no known encumbrances to the completion of the project.
☐ YES ☐ NO
5. Plans were prepared in accordance with FAA approved standards and advisory circulars; and , the specifications were prepared in accordance with the FAA approved *Illinois Standard Specifications For Construction Of Airports*, along with the Division of Aeronautics' most current Policy Memorandums and "Handout" Specifications, except as noted by attached Modification to Standards (MOS) which has been addressed and justified in the engineering report and submitted to and approved by the Engineer of Design.
☐ YES ☐ NO
 Approval Date of MOS (If applicable): _____
6. The design conforms to the approved programmed project scope.
☐ YES ☐ NO
7. Provisions have been included for safety during construction (per guidance explained in FAA AC 150/5370-2F (or current) Operational Safety on Airports during Construction).
☐ YES ☐ NO
8. The plans, special provisions and quantities have been thoroughly checked in accordance with best management practices by the Consultant for accuracy and consistency, and are in conformance with AC 150/5300-13 (latest edition). All contract deliverables referenced in Section I.F. DELIVERABLES have been submitted, received and determined acceptable.
☐ YES ☐ NO

Date _____

By: _____ P.E.
 Project Engineer (Consultant)

Date _____

By: _____
 Sponsor

Date _____

By: _____ P.E.
 Aeronautics Design Engineer

Date _____

By: _____ P.E.
 Aeronautics Engineer of Design

ATTACHMENT O**DBE FINAL DOCUMENTATION**
**Illinois Department
of Transportation**
Prime Consultant
Name _____
Address _____
Telephone _____
Subject
Airport _____
Illinois Project No. _____
Federal Project No. _____
DBE Subconsultant
Name _____
Address _____
Telephone _____
Contract Amounts
Consultant Contract Amount _____
DBE Contract Amount _____
DBE Participation (%) _____

This documentation verifies the services provided and the amount paid to the DBE Subconsultant on the above captioned contract. The undersigned certifies that the services reported herein were executed by the DBE, that the DBE actually provided the services and that the services reported herein conform to the services reported in the approved Professional Services Agreement together with any amendments approved by the Sponsor and/or Division as applicable.

Description of Service Provided	Contract Amount	Amount Paid	Difference (+/-)
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____
Totals	_____	_____	_____

DBE Contract amount has been met or exceeded [☐] Yes [☐] No (*check one*).

DBE Contract amount not met – Shortfall \$ _____ (*documentation explaining shortfall attached*).
Prime Consultant**DBE Subconsultant**

Print Name _____

Print Name _____

Title _____

Title _____

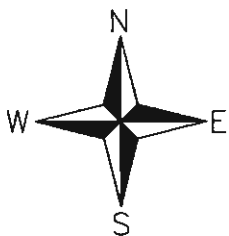
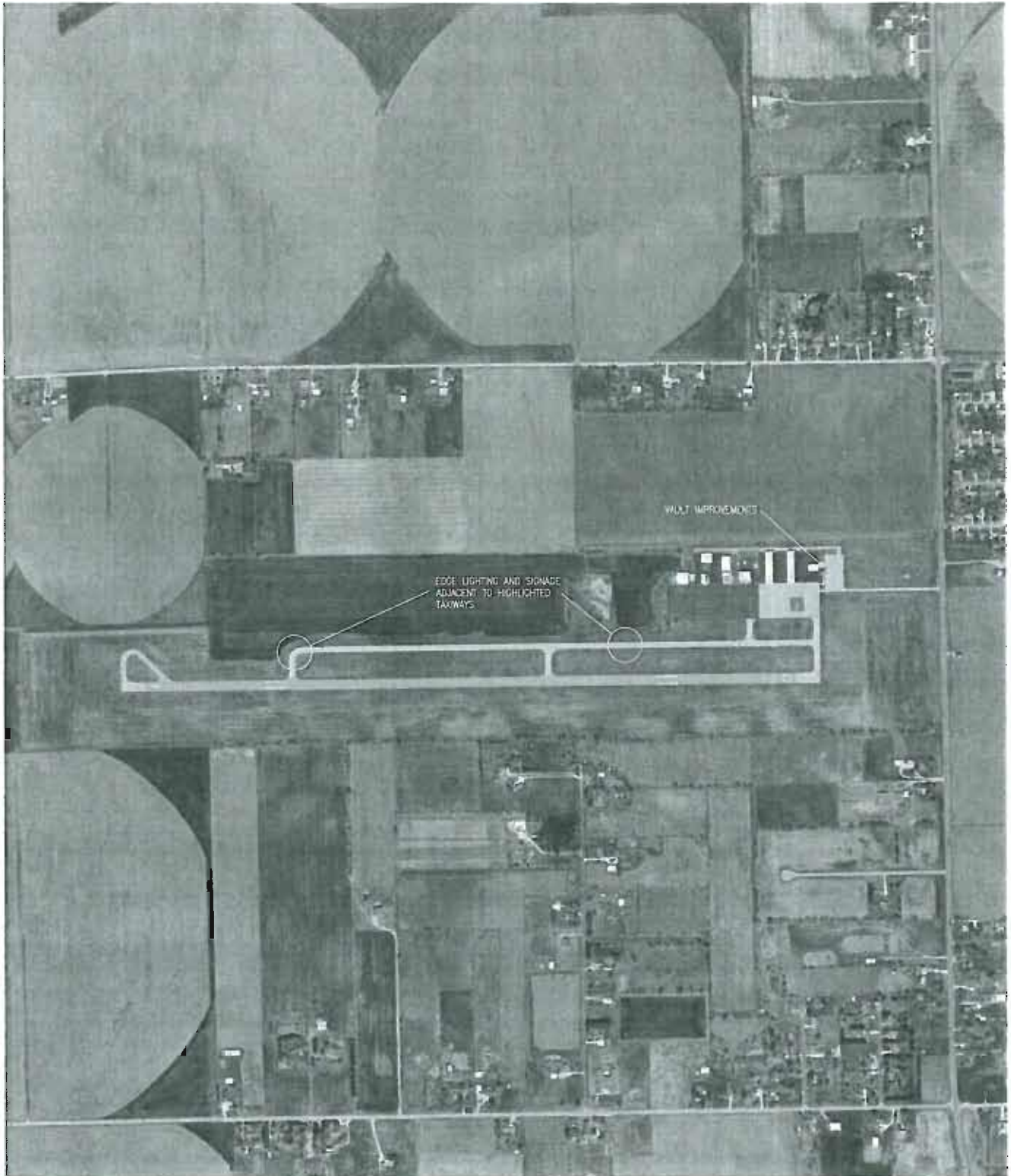
Signature _____

Signature _____

Date _____

Date _____

ATTACHMENT P
PROJECT SKETCH



PEKIN MUNICIPAL AIRPORT

ATTACHMENT "P"

STATE PROJECT NO. C15-4446

ATTACHMENT Q

PROJECT LETTING SCHEDULE

**ILLINOIS DEPARTMENT OF TRANSPORTATION
DIVISION OF AERONAUTICS
2016 LETTING SCHEDULE WITH ASSOCIATED DATES**

22 week design timeline (154 calendar days)									
CONSULTANT EFFORT LEVEL									
START (0%)	35%	80%	100%	Internal IDOT Deadlines					
PreDesign Meeting Target Date 30 weeks	Engineering Report to IDA for Comments 22 weeks	Sealed Plans and Specifications to IDA for Comments 12 weeks	Approved Final Plans and Specifications to IDA 8 weeks	Recommendation Memo 7 weeks	Transfer Bid Documents for Publication 6 weeks	Service Bulletin 5 weeks	Award 8 weeks	Start to Work 10 weeks	
14-Nov-2014	09-Jan-2015	20-Mar-2015	17-Apr-2015	24-Apr-2015	01-May-2015	08-May-2015	07-Aug-2015	21-Aug-2015	
02-Jan-2015	27-Feb-2015	08-May-2015	05-Jun-2015	12-Jun-2015	19-Jun-2015	26-Jun-2015	25-Sep-2015	09-Oct-2015	
20-Feb-2015	17-Apr-2015	26-Jun-2015	24-Jul-2015	31-Jul-2015	07-Aug-2015	14-Aug-2015	13-Nov-2015	01-May-2016	
10-Apr-2015	05-Jun-2015	14-Aug-2015	11-Sep-2015	18-Sep-2015	25-Sep-2015	02-Oct-2015	01-Jan-2016	01-May-2016	
12-Jun-2015	07-Aug-2015	16-Oct-2015	13-Nov-2015	20-Nov-2015	27-Nov-2015	04-Dec-2015	11-Mar-2016	01-May-2016	
07-Aug-2015	02-Oct-2015	11-Dec-2015	08-Jan-2016	15-Jan-2016	22-Jan-2016	29-Jan-2016	29-Apr-2016	13-May-2016	
25-Sep-2015	20-Nov-2015	29-Jan-2016	26-Feb-2016	04-Mar-2016	11-Mar-2016	18-Mar-2016	17-Jun-2016	01-Jul-2016	
13-Nov-2015	08-Jan-2016	18-Mar-2016	15-Apr-2016	22-Apr-2016	29-Apr-2016	06-May-2016	05-Aug-2016	19-Aug-2016	
01-Jan-2016	26-Feb-2016	06-May-2016	03-Jun-2016	10-Jun-2016	17-Jun-2016	24-Jun-2016	23-Sep-2016	07-Oct-2016	
19-Feb-2016	15-Apr-2016	24-Jun-2016	22-Jul-2016	29-Jul-2016	05-Aug-2016	12-Aug-2016	11-Nov-2016	01-May-2017	

2016 Letting Schedule.xlsx

Printed 1/9/2015

ATTACHMENT R
OP&P PROGRAM LETTER



Illinois Department of Transportation

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

March 10, 2016

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

Mr. Stambaugh,

As requested by the Pekin Municipal Airport, the Illinois Department of Transportation's Office of Planning and Programming is making the following change to the FFY-2016 Proposed Airport Improvement Program for the Pekin Municipal Airport. A project titled "Replace Taxiway Lighting and associated Electrical Regulator" is being added. See the table below for the anticipated project funding levels.

For Fiscal Year 2016, 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.

The following federally funded project(s) for your airport have been selected based on requests made to this office and are included in the Federal Fiscal Year (FFY) 2016 Proposed Airport Improvement Program. This program is based on federal funding levels established in federal legislation which provide for a minimum of \$1 million in entitlement funds for primary airports as well as maximum of \$150,000 entitlement funds for non-primary airports. The 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.

This program is dependent on receipt of FFY 2016 federal grant funds and legislative authorization of state funding appropriations and release of funds by the Governor's office.

The Illinois Department of Transportation and the Airport Sponsor agree to participate in the below defined amounts in accordance with the percentages shown. In addition, the Airport Sponsor shall pay such additional project costs, which exceed the sum of the Department's funds and the Federal funds.

Mr. Clayton Stambaugh
 March 10, 2016
 Page Two

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, including any amounts which exceed the totals listed.

The FFY 2016 Proposed Airport Improvement Program contains the additional following federal project for your airport:

The project **"Replace taxiway lighting and associated electrical regulator"** will be funded as follows:

FFY-2015 Non-Primary Entitlement Funds	\$148,500
FFY-2016 Non-Primary Entitlement Funds	\$148,500
State Match	\$16,500
<u>Local Match</u>	<u>\$16,500</u>
Total Cost	\$330,000

The Illinois Department of Transportation 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.

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. The reimbursement programmed will be paid once all billings have been received and full control or complete easement rights of the property in question is held by the airport sponsor.

Your Aeronautics Design Engineer is Hank Priester, P.E. and he may be reached at 217-557-9113 to initiate this project. Please initiate your project within one year of the date on this letter.

Mr. Clayton Stambaugh
March 10, 2016
Page Three

If you have any questions concerning this letter, please contact BJ Murray at 217-782-4118.

Sincerely,

A handwritten signature in black ink, appearing to read "Roger Driskell", with a stylized flourish at the end.

Roger L. Driskell, P. E.
Director,
Office of Planning and Programming

ATTACHMENT S

**CURRENT IDOT PROVISIONAL PAYROLL BURDEN / FRINGE EXPENSE AND GENERAL /
ADMINISTRATIVE EXPENSE RATE LETTER**



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

November 25, 2015

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

Jeffery Ball
HANSON PROFESSIONAL SERVICES INC.
1525 S. Sixth St.
Springfield, IL 62703

Dear Jeffery Ball,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Dec 31, 2014. Your firm's total annual transportation fee capacity will be \$91,200,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 159.76% are approved on a provisional basis. The actual rate used in agreement negotiations may be determined by our Office of Quality Compliance and Review in a pre-award audit.

Your firm is required to submit an amended SEFC through the Engineering Prequalification & Agreement System (EPAS) to this office to show any additions or deletions of your licensed professional staff or any other key personnel that would affect your firm's prequalification in a particular category. Changes must be submitted within 15 calendar days of the change and be submitted through the Engineering Prequalification and Agreement System (EPAS).

Your firm is prequalified until December 31, 2015. You will be given an additional six months from this date to submit the applicable portions of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Sincerely,
John Baranzelli
Acting Bureau Chief
Bureau of Design & Environment

ATTACHMENT T

CONSULTANT'S PRELIMINARY ESTIMATE OF PROBABLE CONSTRUCTION COSTS

2015 TRANSPORTATION IMPROVEMENT PROGRAM ESTIMATE OF WORK

Airport Name:	Pekin Municipal Airport		
Associated City:			
Year Requested:	2015	Sponsor Priority:	1

PROJECT TITLE:
Replace Twy Lighting and Regulator

Estimate of Work							
ITEM	QUANTITY		UNIT PRICE		PRICE	Potential DBE	
	#	Unit(s)	\$	/ Unit		\$	%
PAVEMENT							
Bituminous Pavement Milling		SY		/ SY	\$0	\$0.00	0.00%
HMA		TN		/ TN	\$0	\$0.00	0.00%
Crack Repair		LF		/ LF	\$0	\$0.00	0.00%
Remove and Replace HMA		SY		/ SY	\$0	\$0.00	0.00%
Clean and Seal		EA		/ EA	\$0	\$0.00	0.00%
Pavement Marking		SF		/ SF	\$0	\$0.00	0.00%
Shoulder Adjustment/Seed/Mulch		LS		/ LS	\$0	\$0.00	0.00%
				/ 0	\$0	\$0.00	0.00%
				/ 0	\$0	\$0.00	0.00%
ELECTRICAL/NAVAIDS							
Install Electrical Equipment	1	LS		\$33,000 / LS	\$33,000	\$0.00	0.00%
1/C #8 5KV	12,000	LF		\$5.50 / LF	\$66,000	\$0.00	0.00%
1/C Ground	10,500	LF		\$1.50 / LF	\$15,750	\$0.00	0.00%
MITL-Base	23	EA		\$1,100 / EA	\$25,300	\$0.00	0.00%
MITL-Stake	104	EA		\$700 / EA	\$72,800	\$0.00	0.00%
Directional Bore	310	LF		\$25 / LF	\$7,750	\$0.00	0.00%
Remove Lights and Signs	1	LS		\$15,000 / LS	\$15,000	\$0.00	0.00%
.		EA		/ EA	\$0	\$0.00	0.00%
.		EA		/ EA	\$0	\$0.00	0.00%
.		EA		/ EA	\$0	\$0.00	0.00%
.				/ 0	\$0	\$0.00	0.00%
DRAINAGE							
Structures				/ 0	\$0	\$0.00	0.00%
Special (Wetlands)				/ 0	\$0	\$0.00	0.00%
FENCING							
Remove Class E Fence				/ 0	\$0	\$0.00	0.00%
Class E, 10' with 3/strands				/ 0	\$0	\$0.00	0.00%
Gates (Manual)				/ 0	\$0	\$0.00	0.00%
OTHER / MISC.							
Field Office	1	EA		\$5,000 / EA	\$5,000	\$0.00	0.00%
Erosion Control	1	LS		\$0 / LS	\$0	\$0.00	0.00%
Mobilization	1	LS		\$10,000 / LS	\$10,000	\$0.00	0.00%
Contingency	1	LS		\$3,052 / LS	\$3,052	\$0.00	0.00%
Engineering-SS	1	LS		\$2,500 / LS	\$2,500	\$0.00	0.00%
Engineering-PASD	1	LS		\$10,736 / LS	\$10,736	\$0.00	0.00%
Engineering-Design	1	LS		\$20,012 / LS	\$20,012	\$0.00	0.00%
Engineering-Construction	1	LS		\$43,100 / LS	\$43,100	\$0.00	0.00%
TOTAL COST:					Potential DBE		
					\$	%	
\$330,000					\$0.00	0.00%	

ATTACHMENT U
RETAINER AGREEMENT

FILE

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

THIS AGREEMENT, made at Pekin, Illinois, this 27th day of August, 2012, by and between the City of Pekin (hereinafter referred to as the "Owner"), as Party of the First Part, and Hanson Professional Services Inc. (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 the Pekin Municipal Airport (hereafter referred to as "Airport"), located in Latitude 40°29'17", Longitude 89°40'33", in Tazewell County, State of Illinois; and

WHEREAS, the development program shall be described as:

The Owner has selected the Consultant for the purposes of providing professional consulting services associated with the following items. It is the intent of the Owner to enter into a Retainer Contract with the Consultant during the period of time that these projects are to be undertaken.

1. Rehabilitate West Apron – Phase II;
2. Construct Terminal Building Improvements;
3. Rehabilitate Airfield Electrical System;
4. Install Perimeter Fence;
5. Environmental Assessment for Parallel Taxiway to Runway 9-27;
6. Construct Parallel Taxiway to Runway 9-27;
7. Construct New T-Hangar Taxiway and Site Development;

WHEREAS, the Department of Transportation, Division of Aeronautics, State of Illinois is the authorized Agent of the Owner under the proposed development program (it shall be hereinafter referred to as the "Department");

WHEREAS, The Consultant agrees to furnish executed "Certification of Consultant" and certain professional consulting services enumerated hereinafter, in connection with the aforesaid development program.

NOW, THEREFORE, for and in consideration of the benefits which will accrue to the parties hereto by virtue of this Agreement and the respective covenants herein contained, IT IS MUTUALLY COVENANTED AND AGREED as follows:

D. Special Services

1. For work efforts not applicable to a Design or Construction project, and upon completion of the programming and budgeting of all or any part of the Scope of Work covered by this Agreement, the parties hereto agree to negotiate and execute an Agreement for Consultant Services 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 Special Services of the specific project.

II. CHARGES FOR CONSULTANT SERVICES

- A. The Owner agrees to pay the Consultant as compensation for rendering the professional consulting services herein above described in Section I, Paragraphs A and B, based on an approved Agreement for Consultant Services.
- B. 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 Consultant shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Owner all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have accumulated by the Consultant in performing this Agreement whether completed on in process.

If, after notice of termination for failure to fulfill Agreement obligations it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the Owner.

III. SPECIAL CONDITIONS

- A. It is further mutually agreed by the parties hereto that all reproducible and copies of the drawings, tracings, cost estimates, plans, and maps prepared or obtained under the terms of the contract shall be delivered to and become the property of the Owner and basic survey notes and sketches, computations and other data shall be made available upon request to the Owner without restriction or limitation on their use.

- B. During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest agrees as follows:
1. The Consultant agrees to conduct the services in compliance with all the requirements of Advisory Circular 150/5100-14D, or the most current version of the guidance at the time the work is completed, 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 Consultant, 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 procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by the Regulations, including employment practices.
 3. In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
 4. The Consultant shall provide all 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 FAA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant 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 Consultant'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:

IN WITNESS WHEREOF, the parties hereto have affixed their hand and seals at Pekin, Illinois,
this 27th day of August, 2012.

ATTEST:

(SEAL)

CITY OF PEKIN

BY: Sue E. McMillan

PRINTED NAME: Sue E. McMillan

TITLE: City Clerk

BY: Laurie L. Barva

PRINTED NAME: Laurie L. Barva

TITLE: Mayor

ATTEST:

(SEAL)

HANSON PROFESSIONAL SERVICES INC.

BY: [Signature]

PRINTED NAME: John P. Coombe

TITLE: Secretary/Executive Vice President

91932-000
Illinois Human Rights Number

BY: [Signature]

PRINTED NAME: Jeffrey T. Ball

TITLE: Senior Vice President

37-0844717
Federal Employer's Identification Number
(F.E.I.N.)